

County of Somerset New Jersey

PO Box 3000
COUNTY ADMINISTRATION BUILDING
SOMERVILLE, NJ 08876-1262

PURCHASING DIVISION
KAREN L. McGEE, RPPO, QPA
Purchasing Agent



PHONE: 908-231-7043
FAX: 908-575-3917

NOTICE OF RFP

The County of Somerset is soliciting proposals through the competitive contracting process in accordance with N.J.S.A. 40A:11-4.1, et seq.

Sealed RFP responses will be received by the Purchasing Agent on February 21, 2019 at 2:30 PM in the Purchasing Division, County Administration Building, 20 Grove St., Somerville, NJ 08876 at which time and place responses will be opened and read for:

**SENIOR SERVICES UNDER THE SOMERSET COUNTY OFFICE ON AGING
AND DISABILITY SERVICES AREA PLAN CONTRACT
2019-2021 REQUEST FOR APPLICATIONS FOR CONTRACT
FOR ONLY THE FOLLOWING AREAS:
Certified Home Health Aides
Housekeeping/Chore Services/Senior Grocery Shopping
CY-COM-0009-18R**

A pre-bid / technical assistance meeting is scheduled for February 8, 2019 at 10am in the Department of Human Services Building, 27 Warren Street, First Floor, Conference Room 3, Somerville, NJ 08876. If you plan to attend, please call Roxanne Rica, Office on Aging and Disability Services, Executive Assistant at (908) 541- 5745 by February 7, 2019. Attendance at the technical assistance meeting is not mandatory.

Specifications and instructions may be obtained at the Purchasing Office or on the County Website, www.co.somerset.nj.us. *All responses are stored electronically; therefore submit all pages of the response on a CD in addition to the printed copies.

*RFP Addenda will be issued on the website. Therefore, interested respondents should check the website from now through RFP opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

Respondents shall comply with the requirements of P.L. 1975 C127 (N.J.S.A. 17:27 et seq.)

Karen McGee, RPPO, QPA
Date Advertised: February 1, 2019

1. Introduction

The Somerset County Office on Aging and Disability Services (hereafter referred to as owner) is seeking proposals from businesses to furnish and deliver seniors services under the Office on Aging and Disability Services Area Plan Contract 2019-2021 including:

- Certified Home Health Aides
- Housekeeping/Chore Services/Senior Grocery Shopping Services

Funding through the Federal Older American Act (OAA -Title III) , Social Service Block Grant (SSBG), Safe Housing and Transportation Program (SHTP), and Adult Protective Services (APS) is available for services benefiting residents ages 60 and older, including those who are impoverished, physically and mentally frail, vulnerable due to lack of social resources, language barriers, isolation or poor environmental conditions, and/or who have a minority group affiliation.

Contracts are renewable annually, up to a three-year period, contingent upon successful performance and funding availability. Agencies granted renewal funding will be required to execute performance- based contracts. Technical assistance will be provided, concerning the contract requirements, at the time of contract development and during the course of the contract period. All contracts will be periodically monitored in accordance with Somerset County Office on Aging and Disabilities Services policies and procedures. This project period falls under the Area Plan Contract 2019-2021.

As the Senior Services funding Request for Proposals will also be used to determine programs, services and funding allocations in 2019, 2020 and 2021, please anticipate your future client and funding needs and capabilities for current and/or new programs/services through this RFP.

Eligible agencies may submit an application for multiple programs; each application shall be completed separately and submitted within the proposal response.

Somerset County reserves the right to award multiple contracts in the specific areas of Certified Home Health Aides and Housekeeping. It is the intent to award multiple contracts to help facilitate services in a more timely fashion and/or to cover services in a broader area of the County.

2. Administrative Conditions and Requirements

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

2.1 Schedule

The dates established for respondent proposals, proposal review, contractor selection and project initiation are:

	DATE
Release of RFP – Legal Notice Courier News & Star Ledger, Somerset County website	February 1, 2019
Proposal Due Date	February 21, 2019
Evaluations Completed	March 6, 2019
Governing Body Action	March 26, 2019
Contract Execution and Project Initiation or Preparation and distribution of contracts to agencies	Upon Budget Adoption
Technical Assistance to Agencies/Providers regarding contract requirements. Monitoring and evaluation of programs.	February 8, 2019 10am in Conf. Room 3 – First Floor 27 Warren Street Somerville, NJ 08876

2.2 Proposal Submission Information

2.1 Proposal Submission Information

Submission Date and Time:

February 21, 2019 at 2:30 PM

One (1) original and five (5) copies.

Three (3) ring binders or elaborate binding is unnecessary.

Submission Office:

Office of the Purchasing Agent
Administration Building – 3rd Floor
20 Grove Street
Somerville, NJ 08876

Clearly mark the submittal package with the title of this RFP and the name of the responding firm, addressed to the Purchasing Agent. The original proposal shall be **signed in ink** and marked to distinguish it from the five (5) copies. **Faxed or emailed proposals will NOT be accepted.**

Only those RFP responses received prior to or on the submission date and time will be considered. Responses delivered before the submission date and time specified above may be withdrawn upon written application of the respondent who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. After the submission date and time specified above, responses must remain firm for a period of sixty (60) days.

2.3 Using Department Information

The Using Department for these services is the Somerset County Office on Aging and Disability Services, a division of the County Department of Human Services.

2.4 County Representative for this Solicitation

Please direct all questions in writing to:

Karen L. McGee, RPPO, QPA

Purchasing Agent

Voice: 908-231-7043

Fax: 908 575-3917

Email: PurchasingDiv@co.somerset.nj.us

Questions by prospective respondents concerning this RFP may be addressed to Karen L. McGee, RPPO, QPA, Purchasing Agent for the County of Somerset in writing via fax at 908-575-3917 or by email: PurchasingDiv@co.somerset.nj.us. Please note the aforementioned contact is authorized only to direct the attention of prospective respondents to various portions of the requirements so that they may read and interpret each portion for themselves. ***NO*** employee of the County of Somerset is authorized to give interpretations of any portion of this RFP or to give information as to the requirements for the RFP in addition to that already contained in the RFP unless as a formal addenda.

Interpretations of the RFP or additional information as to its requirements, when necessary, shall be communicated to prospective respondents ***only*** by written addendum issued by the Purchasing Agent of the County of Somerset.

Please identify the contract name, number and note Request for Information as the subject line when submitting a request by fax or email.

2.5 Interpretations and Addenda

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

2.6 Quantities of Estimate

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

2.7 Cost Liability and Additional Costs

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

Respondents will assume responsibility for all costs not stated in their proposals. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the owner as noted in 2.6, are not to be billed and will not be paid.

2.8 Statutory and Other Requirements

2.8.1 Compliance with Laws

Any contract entered into between the contractor and the owner must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law. The contractor must agree

to comply with the non-discrimination provisions and all other laws and regulations applicable to the performance of services there under. The respondent shall sign and acknowledge such forms and certificates as may be required by this section.

2.8. 1b Statutory Federal, State & County Laws, Rules & Regulations and Other Requirements

IN ACCEPTING THIS CONTRACT, THE PROGRAM PROVIDER SHALL COMPLY WITH THE FOLLOWING:

In accepting this contract, the Program Provider shall include the following provisions in sub-contracts, with all subcontractors or third parties, that utilize Area Plan funding under this contract, including Area Agency on Aging's (AAA) providing direct services utilizing a memorandum of agreement or such similar document deemed suitable by the State Unit on Aging (SUA).

1. An AAA providing direct services shall comply with all federal, State, and local laws related to the Older Americans Act (OAA).
2. Funds provided under this contract shall not be utilized in a manner, which would contravene the Establishment Clause of the First Amendment of the United States Constitution. Specifically, these conditions are as follows:
 - a) In no event shall the provision of the services to be funded under this agreement be conditioned upon attendance at or participation in religious programs, services, or activities;
 - b) Any services to be provided under this agreement shall be essentially secular in nature and scope, and in no event shall there be any religious services, counseling, proselytizing, instruction, or other religious influence undertaken in connection with the provision of such services; and
 - c) Funds provided under this contract shall not be used for the construction, rehabilitation, or restoration of any facility owned by a religious organization and used, now or in the future, for any religious activity or purpose.
3. **Older Americans Act (OAA) § 306(a)(4)(A)(ii)(I)**; 42 U.S.C.A. § 3026(a)(4)(A)(ii)(I): *provider will specify how the provider intends to satisfy the service needs of low-income, minority individuals, **older individuals with limited English proficiency**, and older individuals residing in rural areas in the area served by the provider.*
4. **OAA § 306(a)(4)(A)(ii)(II)**; 42 U.S.C.A. § 3026(a)(4)(A)(ii)(II): *provider will to the maximum extent feasible; provide services to low-income minority individuals, **older individuals with limited English proficiency**, and older individuals residing in rural areas in accordance with their need for such services.*
5. **OAA § 306(a)(4)(A)(ii)(III)**; 42 U.S.C.A. § 3026 (a)(4)(A)(ii)(III): *provider will meet specific objectives established by the area agency on aging, for providing services to low-income minority individuals, **older individuals with limited English proficiency**, and older individuals residing in the planning and service area.*
6. Each agreement made with a nongovernmental entity shall include the assurance that all sources and expenditure of funds such agency receives or expends to provide services to older individuals will be disclosed to the State Unit on Aging or the Commissioner for the Department of Human Services (DHS) upon request.
7. At the discretion of the Area Agency on Aging, contract language for agencies funded through the Area Plan Contract (APC) providing registered services, and who have been identified by the AAA to have Social Assistance Management System (SAMS) licenses for client management, should also contain this language as a requirement of receiving funding.

- a. Provider agency will use SAMS for all APC data reporting, client tracking and all care management funded by and through DHS/AAA
 - b. If applicable, in an Aging and Disability Resource Connection (ADRC), the provider agency will use SAMS for intake, screening individuals for community services, recording service delivery, client characteristics and managing the activities of the ADRC business process.
8. Required under the Older Americans Act 306(a)(6)(D), the provider agency must attend a minimum of four agency network meetings per year.
 9. Provider agency must submit financial and program reports due quarterly by the 5th day of the month following the end of the quarter. Revisions to the quarterly financial and program reports must be submitted to the County Area Agency on Aging by the deadline for the next quarter's report.
 10. Funding under the Area Plan Contract is required to be monitored programmatically and fiscally by personnel housed in the County Area Agency on Aging and/or designee. Any on-site inspection will occur a minimum of one time per year to comply with the aforementioned monitoring.
 11. Any revision or modification of the contract is with prior approval from the county Area Agency on aging.
 12. The provider in receipt of the contract award recognizes and agrees that funding during the term of the contract is expressly contingent upon the availability of funds to the County Unit on Aging. This includes funding appropriated by the State Legislature from Federal, State or other applicable funding sources.

2.8.2 Mandatory EEO/Affirmative Action Compliance - N.J.S.A 10:5-31 et seq. and N.J.A.C 17:27 et seq.

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

2.8.3 Americans with Disabilities Act of 1990 - 42 U.S.C. S121 01 et seq.

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

2.8.4 Statement of Corporate Ownership-Stockholder Disclosure - N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)

In accordance with N.J.S.A. 52:25-24.2, no corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, shall be awarded a contract, unless prior to the receipt of the RFP response/bid or accompanying the RFP response/bid of the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, subchapter S corporation or sole proprietorship, there is submitted to the County a statement setting forth the names and addresses of all stockholders who own 10% or more of the stock, of any class or of all individual partners who own a 10% or greater interest in the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder and individual partner, exceeding the 10% ownership

criteria established in this act has been listed. The form shall be signed and submitted with the RFP proposal/bid whether or not a stockholder or partner owns less than 10% of the business submitting the RFP proposal/bid. Failure to comply requires mandatory rejection of the RFP proposal/bid. The Respondent shall complete and submit the form of statement that is included in this RFP.

2.8.5 Non-Collusion Affidavit - N.J.S.A. 52:34-15

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

2.8.6 Proof of N.J. Business Registration Certificate N.J.S.A. 52:32-44

Each bidder (contractor) is required to submit proof of business registration prior to award of the contract. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC).

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 obtain and provide the owner the BRC of subcontractors knowingly used on this contract.
2. The contractor shall maintain and submit to the contracting agency a list of subcontractor's and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods and services rendered under the contract.
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 taxable sales of tangible personal property delivered into the State.

Failure to submit the BRC with the proposal is NOT a cause for rejection. However, the County prefers the BRC be submitted with the proposal. If it is not provided prior to execution of a contract the bidder's bid guarantee shall be forfeited and the contract shall be awarded to the next lowest responsible bidder.

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 \$25.00 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.

A BRC is obtained from the New Jersey Division of Revenue and Enterprise Services. Information on obtaining a BRC is available on the internet at www.nj.gov/treasury/revenue/busregcert.shtml or by phone at (609) 292-2929.

2.8.7 Pay to Play – Notice Of Disclosure Requirement

Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

2.8.8 Assign, Sublet or Transfer Any Rights/Interests

Neither the owner nor the Contractor shall assign, sublet, or transfer any rights or interest in this Agreement without the prior written consent of the other party. Unless specifically stated to the contrary, in writing, prior to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing herein shall be construed to give any rights or benefits to anyone other than the owner and the Contractor.

2.8.9 Insurance and Indemnification

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

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

Indemnification

The contractor agrees to indemnify and save harmless the owner, its officers, agents and employees, hereinafter referred to as indemnitees, from all suits, including attorney's fees and costs of litigation, actions, loss damage, expense, cost of claims, of any character or on account of any act, claim or amount arising or recovered under Worker's Compensation law, or arising out of failure of the Contractor or those acting under Contractor to conform to any statutes, ordinances, regulations, law or court decree. It is the intent of the parties to this contract that the indemnities shall, in all instances, except for loss or damage resulting from the sole negligence of the indemnitee, be indemnified against all liability, loss or damage of any nature whatsoever.

Insurance Requirements:

Worker's Compensation and Employer's Liability Insurance

This insurance shall be maintained in full force during the life of this contract by the contractor covering all employees engaged in performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6. Minimum Employer's Liability \$1,000,000.00.

General Liability Insurance

This insurance shall have limits of not less than \$3,000,000.00 any one person and \$3,000,000.00 any one accident for bodily injury and \$3,000,000.00 aggregate for property damage, and shall be maintained in force during the life of the contract.

Automobile Liability Insurance

This insurance covering contractor for claims arising from owned, hired and non-owned vehicles with limits of not less than \$3,000,000.00 any one person and \$3,000,000.00 any one accident for bodily injury and \$3,000,000.00 each accident for property damage, shall be maintained in force during the life of this contract by the contractor.

Professional Liability/Malpractice Insurance Policy (if applicable)

Coverage in the amount of \$2,000,000.00/occurrence, \$4,000,000.00 aggregate and assurance that each such policy for each staff member remains full and in effect while providing services for owner.

The contractor shall provide the owner with a Certificate of Insurance naming the County of Somerset as additionally insured, evidencing the existence of required insurance prior to the commission of work. Said insurance must include coverage for complete operations, contractual insurance and independent contractor or subcontractor insurance, where and if applicable.

Errors and Omissions Insurance

- A. The contractor shall purchase and maintain during the entire period of this contract, errors and omissions insurance that shall protect the contractor and the County from any and all claims that may arise out of or result from the contractor's performance of this contract. Specifically, the errors and omissions insurance shall have limits of not less than \$2,000,000.00 dollars per occurrence and \$4,000,000.00 dollars in the aggregate.

B. Certificates of the Required Insurance

Certificates as listed above shall be submitted along with the contract as evidence covering Errors and Omissions insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey.

The contractor shall provide the County with a Certificate of Insurance naming the County, its employees, officers, and agents as additionally insured, and evidencing the existence of required insurance prior to the commission of work.

Somerset County will not accept Mutual Limitation of Liability terms.

2.8.10 Health Insurance Portability and Accountability Act of 1996 - HIPAA (If Applicable)

Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as maybe amended from time to time, and the corresponding HIPAA regulations for the confidentiality and security of medical information.

The Contractor shall:

- Not use or disclose protected health information other than as permitted or required by law
- Use appropriate safeguards to protect the confidentiality of the information
- Report any use or disclosure not permitted

The contractor, by execution of the contract, shall thereby indemnify and hold the owner harmless from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of the failure of the contractor to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) or any other statute or case law protecting the privacy of persons using its services.

2.8.11 Proof of Licensure

Proof of licensure for providing Services in the State of New Jersey, for either the firm or the person responsible for the work, shall be provided as required.

2.8. 12 Disclosure of Investment Activities in Iran – P.L. 2012, c. 25

P.L. 2012, c.25 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran.

2.9 Public Emergency

In the event of a Public Emergency declared at the Local, State or Federal Level, if the owner opts to extend terms and conditions of this RFP, the contractor agrees to extend the terms and conditions of this RFP, whether existing, expiring or expired no longer than six months, for goods and/or services for the duration of the emergency. In the event the original contractor cannot meet this requirement, the owner may solicit the goods and/or services from any bidder on this contract.

2.10 Multiple Proposals Not Accepted

More than one proposal from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

2.11 Failure to Enter Contract

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

2.12 Commencement of Work

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

2.14 Time of Completion

It is hereby understood and mutually agreed, by and between the respondent and the owner, that the date on which the work shall be substantially complete as specified in the RFP is an essential condition of this contract. It is further mutually understood and agreed that the work and contract time embraced in this Contract shall commence on the date specified and that the resulting contract shall be completed in sequence and time frames identified by the owner.

The respondent agrees that said services shall be processed regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the respondent and the owner, that the time of completion of the services described herein is a reasonable time for the completion of it.

2.15 Termination of Contract

If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the Contract or if the contractor violates any requirements of the Contract, the owner shall thereupon have the right to terminate the Contract by giving written notice to the contractor of such termination at least thirty (30) days prior to the proposed effective date of the termination. Such termination shall relieve the owner of any obligation for the balances to the contractor of any sum or sums set forth in the Contract.

The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the owner under this provision.

In case of default by the contractor, the owner may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

2.16 Non-Allocation of Funding Termination

Each fiscal year payment obligation of the Owner is conditioned upon the availability of Owner funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the Contractor hereunder, whether in whole or in part, the Owner at the end of any particular fiscal year may terminate such services. The Owner will notify the Contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the Owner to terminate this Agreement during the term, or any service hereunder, merely in order to acquire identical services from a third party contractor.

2.17 Force Majeure

Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of this Agreement if the fulfillment of any term or provision of this Agreement is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of this Agreement is delayed or prevented by any court order, or action or injunction or other such agreement, this Agreement shall become voidable by the County of Somerset by notice to each party.

2.18 The owner and the Contractor each bind themselves and their successors, executors, administrators, heirs and assigns and legal representatives of the other party respecting all covenants and agreements and obligations of this contract.

2.19 The terms of this contract shall be construed and interpreted, and all respective rights and duties of the parties shall be governed by the laws of the State of New Jersey.

2.20 Challenge of Specifications

Any respondent who wishes to challenge a specification shall file such challenge in writing with the Purchasing Agent no less than three (3) business days prior to the opening of the RFP's.

Challenges filed after that time shall be considered void and having no impact on the owner or the award of contract.

2.21 Payment

Invoices shall be submitted monthly and must specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed, all backup documentation (mileage, time logs, receipts for expenses, etc.), amount remaining in total balance, and the Proposal Cost Form.

Somerset County will provide a sample Progress Report and Invoice for the Hired Consultant to ensure compliance.

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

- 1 Deliverables not complying with the project specification;
- 2 Claims filed or responsible evidence indicating probability of filing claims;
- 3 A reasonable doubt that the Contract can be completed for the balance then unpaid.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed and the Proposal Cost Form.

2.22 Non-payment of Penalties and Interest on Overdue Bills

Public funds may be used to pay only for goods delivered or services rendered. Somerset County will not pay penalties and/or interest on overdue bills. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the County to pay additional fees.

2.23 Ownership of Material

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

Ownership of all data, materials and documentation originated and prepared for the owner pursuant to this contract shall belong exclusively to the owner. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the owner upon completion of the project. The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner. All information supplied to the owner may be required to be supplied on CD-ROM/USB flash drive media compatible with the owner's computer operating system windows based, Microsoft Office 2010.

Under state and federal statutes, certain government records are protected from public disclosure. The County, the Contractor and any Subcontractors have a responsibility and an obligation to safeguard from public access an employee's personal information with which it has been entrusted when disclosure thereof would violate the employee's reasonable expectation of privacy. All payroll, personnel and health insurance related files are confidential. Additionally the Contractor and any Subcontractors may be privy to sensitive law enforcement information or investigations during their review which must remain confidential. The County reserves the right to make any public disclosure under the law. Also among government records deemed confidential are administrative or technical information regarding computer hardware, software and networks that, if disclosed, would jeopardize computer security. The Contractor and any Subcontractor(s) are prohibited from the sale or distribution of all supplied information to any third party.

2.24 Source of Specifications/RFP Packages

Official County Request for Proposal (RFP) packages for routine goods and services are available from www.co.somerset.nj.us at no cost to the prospective respondents. All addenda are posted on this site. Potential respondents are cautioned that they are responding at their own risk if a third party supplied the specifications that may or may not be complete. The County is not responsible for third party supplied RFP documents.

2.25 Altering Official Document

Respondents shall not write in any margins or alter the official content of Somerset County RFP document.

2.26 RFP Preparation of Forms

RFPs ***must be signed in ink by the respondent***; all quotations shall be made with a typewriter/computer or pen and ink. Any quotation showing any erasure alteration must be initialed by the respondent in ink. Unit prices and totals are to be inserted in spaces provided.

2.27 W-9

Successful bidder/respondent shall complete W-9 Form and submit to Purchasing prior to contract award. The form is available at the following link: www.irs.gov/pub/irs-pdf/fw9.pdf

2. Scope of Work

INSTRUCTIONS FOR COMPLETING THE 2019 REQUEST FOR PROPOSAL (R.F.P) SENIOR SERVICES 2019-2021 APPLICATIONS

The following requirements will be utilized by review committees in evaluating all proposals for Office on Aging and Disability Services Funding:

1. The proposed service(s) and target population(s) has (have) been identified as a priority within the County.
2. There is a clear identification and documentation of actual need for the proposed service(s).
3. The appropriateness and cost-effectiveness of the proposed service(s) have been demonstrated.
4. A demonstrated record of agency capability and quality of service provision has been provided.
5. Concrete efforts have been documented to coordinate program services with other providers of similar or related services.
6. An explanation of ongoing efforts to enhance access to program services (on the basis of variables such as age, race, ethnicity, cultural issues, language, geography, disability, ADA requirements, income, etc.) has been provided.
7. A sound record of financial management (as demonstrated by a satisfactory annual audit) on fiscal and programmatic elements, and the existence of ongoing revenue-generating efforts has been provided.
8. Financial need, inclusive of consideration of the impact of possible funding reductions, has been adequately proven.
9. A clearly delineated program evaluation methodology to assess the quality and impact of service provision has been implemented including client satisfaction surveys and an internal program evaluation mechanism.
10. The program provides an essential service, which is not duplicated elsewhere in the County.
11. Program has demonstrated the ability to secure alternative funding (funding offsets) to assure continuity of program.
12. Program leverages other funding by utilizing County or other public funds to match other funding sources.
13. Agency has or will demonstrate the ability to meet all contractual obligations, e.g., completion of monitoring documents, reporting forms, accurate report and voucher submissions, etc.
14. Agency seeks appropriate technical assistance when needs arise.
15. Agency maintains a committed Board of Directors who understands, and are in support of, the application for funding and will meet contract funding and program monitoring obligations.
16. Agency has demonstrated the ability to maintain accreditation status, licensing or certificates as appropriate.
17. Agency has no pending lawsuits or actions that would affect service provision or financial stability.

18. Prior monitoring issues and concerns identified by the County or other funding sources have been satisfactorily addressed.
19. The proposal as submitted contains all necessary documents, signatures and is otherwise considered to be a "complete" application package.

**SOMERSET COUNTY OFFICE ON AGING AND DISABILITY SERVICES
ADDITIONAL REQUIREMENTS FOR OLDER AMERICANS ACT
& SOCIAL SERVICES BLOCK GRANT (SSBG) FUNDS APPLICATION**

In addition to the requirements for awarding Human Services Purchase of Services contracts, the following requirements will be utilized by review committees in evaluating all proposals/applications for 2018 Somerset County Social Services Block Grant and Older Americans Act Funds (OAA - Title III funding):

1. Specify how the service needs of low-income, minority individuals in the area served by the provider will be satisfied. To the maximum extent feasible, shows a plan to provide service(s) to low-income individuals in accordance with their need for such services.
2. The program provides an essential service which is not being funded by other than Social Services Block Grant or Older Americans Act funds, and that the proposed funds will not replace the non-federal resources of programs and services now in place Older American's Act (Section 1321.113. current regulations).
3. Providers shall develop mechanisms to successfully collect client contributions for services.
4. Agency maintains a committed Board of Directors who is in support of, and understands the requirements related to seeking Social Services Block Grant, Older Americans Act and County contract funding application obligations.
5. That all funded programs comply with the accessibility requirements and the employment requirements of Section 504, of the Rehabilitation Act of 1973 (CFR Title 45, Part 84).
6. Agency identifies workable strategies to provide matching funds for Title III and SSBG funds allocated.
7. Agency has adopted an Affirmative Action Plan, which meets all Federal and State requirements and is available for review.
8. Agency has had experience in servicing the needs of older adults.
9. Agency has addressed a Transportation Plan for all services.
10. Agency has addressed a methodology for planning for the future and changing needs of this population.
11. Unallowable sources of match for SSBG service contract are client contributions and Federal Funds, unless authorized by federal law to be used to match other federal funds.
12. The Division of Senior Affairs requires a total cash match of or in excess of 25% of the total SSBG funds allocated each program.
13. All providers are required to attend the service provider meetings held by the Somerset County Office on Aging and Disability Services.
14. All providers shall be required to participate in the Office on Aging and Disability Services assessment and reporting system, utilize the NJ EASE assessment instrument and SAMS for all Area Plan Contract data reporting, client tracking and care management funded by and through Division on Aging and Community Services/County Office on Aging and Disability Services.
15. Provides the Office on Aging and Disability Services, in a timely manner, with statistical and other information, which the Office on Aging and Disability Services requires in order to meet its planning, coordination, evaluation and reporting requirements established by the state under *OAA § 1321.13*.

INSTRUCTIONS FOR COMPLETING THE 2019 REQUEST FOR PROPOSAL (R.F.P)

REQUIREMENTS FOR PROPOSAL SUBMISSION:

If applying for multiple programs, applicants must complete a separate application for each program submitted as one proposal.

This application is for programs eligible to be funded by SHTP, APS, SSBG and by Federal Title III of the Older Americans Act of 1965 as amended, through the New Jersey Department of Human Services, Division of Division of Aging Services. Program **funding** may be supplemented by the New Jersey Department of Human Services and the Somerset County Board of Chosen Freeholders, United Way of Somerset County, and Area Corporations and their employee groups and private donations.

Funding for Senior Services includes County, State, SSBG, SHTP, APS and Older Americans Act Funds. All funds are to be used to provide or develop services that promote independence, dignity, health and choice to the older adults (age 60+) of Somerset County and their families. Programs must assure access to diverse services and meet individual resident needs in an effective and fiscally responsible manner. The priority of programs/services offered through the combination of Older Americans Act, SSBG, SHTP, APS, County and State funding for older adults include:

Certified Home Health Aides
Housekeeping/Chore Services/Senior Grocery Shopping

Note: all funds allocated through - Older Americans Act (Title III) and SSBG require matching funds from the service provider. All applicants are required to identify and secure 25% Sponsor Generated Matching funds. Sponsor Generated Matching funds can be a combination of cash and in-kind, with a minimum of 15% cash required. Agencies applying for SSBG funds are required to provide cash match of or in excess of 25%.

PRIORITY POPULATION - INDIVIDUALS AGED 60 YEARS AND OVER

All services provided through Older Americans Act Title III, SSBG, SHTP, and APS funds are mandated to expressly target the most socially and economically needy senior populations. **Contracts are renewable annually, up to a three-year period, contingent upon successful performance and funding availability with the option to extend an additional two one-years contracts.** Agencies granted renewal funding will be required to execute performance-based contracts. Technical assistance will be provided, concerning the contract requirements, at the time of contract development and during the course of the contract period. All contracts will be periodically monitored in accordance with Somerset County Department of Human Services/Office on Aging and Disability Services policies and procedures. This project period falls under the Area Plan Contract 2019-2021. Its budget period is **January 1, 2019** through **December 31, 2021**. Services include:

- 1. **Access** - includes care management and assisted transportation.
- 2. **Home Support Services** - includes respite care, residential maintenance, certified home health aides and senior shopper program.
- 3. **Community Support Services** - includes legal assistance, education and physical health for diabetes, adult day care and caregiver support group, physical fitness, education and counseling.
- 4. **Nutrition Support** - includes congregate meals, home delivered meals and state weekend/holiday home delivered meals and nutrition education and counseling.

Indicate total number of services submitted by your agency: __

Service Target Area: Please check the category (ies) for all the services your firm is submitting a response:

_____	_____
_____	_____
_____	_____
_____	Certified Home Health Aides
_____	_____
_____	Housekeeping/Chore Services/Senior Grocery Shopping
_____	_____
_____	_____

I. BACKGROUND INFORMATION: (Maximum 2 points)

A. Organization/Agency Legal Name: _____

B. Address: _____

C. Contact Person: _____

D. Phone: _____ Fax#: _____ Email: _____

E. Name, title and address of one authorized representative to whom questions can be directed and notification regarding decisions concerning this application should be sent:

F. Months, days of the week and hours of operation: _____

G. Agency status: (voluntary, non-profit, private, public, other): _____

H. Name of the program(s) for which funding is requested: _____

I. New program: _____ or Existing program: _____

J. If you are a prior recipient of Senior Services funding through Somerset County Office on Aging and Disability Services, indicate amount \$_____; program _____ and dates of funding _____ to _____.

II. BRIEF PROGRAM DESCRIPTION (Maximum 8 Points)

1. Provide a brief program description of activities and services you propose to provide through Older American's Act, SSBG, SHTP, APS, State and/or County Funds in 2019. (1pt)
2. How will Older Americans Act, SSBG, SHTP, APS, State, and/or County Funds be used to leverage other community resources to the greatest extent? Please detail. (1pt)
3. The Older Americans Act requires that service providers identify strategies for satisfying the service needs of low-income, minority individuals in the area served by the provider. How would you accomplish this? (1pt)
4. Identify the strategies the agency will undertake to insure services are made available and accessible to individuals confined to their homes. (1pt)
5. Identify strategies your agency will undertake to secure the required matching funds. (1pt)
6. SSBG providers are required to include persons over 60 years of age who are chronically physically disabled. How will you make provisions to do so? (1pt)
7. Summarize Agency's tracking methods for calculating unduplicated clients, number of minority, frail, vulnerable, and impoverished clients including your Agency's current hardware, software and staff computer competency. (1pt)
8. Describe your Agency's ability to establish linkages with local service providers in order to maximize coordination of services and minimize duplication. (1pt)

III. JUSTIFICATION OF NEED (Maximum 15 points)

1. Provide a brief description of your agency's mission and review how this program fits into the overall mission and goals of your organization. (5pts)
2. What unmet/under met need does this proposal respond to? Provide documentation of actual need for proposed service. (Provide statistical, demographic or social indicator information, as well as any other pertinent service utilization data, to demonstrate the ongoing or enhanced needs for this program.) (5pts)
3. Describe how the proposed services and target populations have been identified as a priority within the County. (5pts)

IV. DETAILED PROGRAM DESCRIPTION (Maximum 25 Points)

1. Provide a detailed program description. (What service will the program provide?) (2pts)
2. List and fully describe the units(s) of service being proposed. These services should be measurable (i.e., beds, meals, counseling sessions, etc.) Indicate the unit cost(s) for provision of proposed service(s). (2pts)

As the Senior Services funding Request for Proposals will also be used to determine programs, services and funding allocations in 2020 and 2021 please anticipate your future client and funding needs and capabilities for current and/or new programs/services through this RFP. Describe in detail unit cost(s) calculation: **Unit Cost should equal total cost divided by total units**

Year	Service Units	Unit/service Definition	Show Calculation	Unit Cost
2019 (9 months)				
2020 (12 Months)				
2021 (12 Months)				

3. Indicate the programmatic level of service and the annual number of unduplicated clients to be served for 2019, 2020 and 2021. Identify projected level of service for overall program and for county funding requested. Identify the number of new clients to be served as well as those clients continuing to receive services from 2018. (2pts)
4. Describe how the unit cost is appropriate for the services proposed. (2pts)
5. Describe how the program is cost effective. (2pts)
6. Describe agency policy regarding charging program fees. Attach sliding fee scale and agency’s implementation procedure. Describe how program fees are used by agency. (Include program fees appropriately on the budget, Section IV) (1pt)
7. *OFTEN, PROGRAMS CANNOT BE FULLY FUNDED.* Indicate how this request can be reduced fiscally. Specify the impact this would have programmaticaly. Specifically indicate where and how reductions will affect the program (how will services be impacted or adjusted). Use 75% of your request as a guideline. (Examples: X% reduction in number of slots, reduction in 1 staff person, program services 50 less people, etc.) Please be specific and realistic. **#1 & #2 below must be completed.** (2pts)
 1. Scaled down funding request: \$_____
 2. Summary of programmatic impact with regard to level of service.
8. How do you plan to evaluate the effectiveness and continued need for this program? Describe program evaluation mechanisms planned or currently in place. (1pt)
 1. What are the expected outcomes of the proposed program? Describe what will change (or what will the impact be) for individuals, families, organizations and/or the community, as a result of this program? What difference will the proposed program make? What will the impact be?

2. What are the intended goals/results of the proposed program? Be specific and realistic.
3. How will your agency assess the goals/results of the proposed program? What are your agency's outcome measurements? Be specific and realistic.
4. If your agency currently uses an outcome measurement tool please indicate which tool(s) you are using, attach a copy and detail the results.
9. Describe what your agency's ability will be to flexibly respond to anticipated changes in demand, client demographics, service utilization rates, changing program priorities, etc. Has the client profile changed? If so, describe. (1pt)
10. Describe in detail client eligibility criteria for proposed program services. Describe your process for determining client eligibility. (1pt)
11. Does the proposed program have client eligibility requirements from other funding sources that impact use of County funds in the program? If so, describe in detail. (1pt)
12. Does the program have a waiting list? Indicate number of clients on waiting list and the length of wait for services. How often is the waiting list updated? Is the agency experiencing a change in service demand? Explain. (1pt)
13. Fully describe the agency's long-range plan for this program as well as the Board of Directors commitment to long-term program operation. (1pt)
14. Explain any new funding for this program. Identify sources, amounts and time frames. (1pt)
15. Describe qualifications and skills of staff performing current service activities as well as for any new staff projected. (Include job descriptions or resumes). (1pt)
16. Describe projected start-up time frame and activities for program. (1pt)
17. Indicate other agencies in the County that provide proposed services or a similar service. How will referral arrangements be worked out? Explain how your proposed services interface with other services currently provided by other agencies in the County. (1pt)
18. Describe ability to submit required contract reports (monitoring forms, level of service reports, vouchers, etc.) to County to draw down funding. (1pt)
19. Describe ability to keep funding sources knowledgeable about program issues concerns and accept technical assistance for identified concerns.(1pt)

V. PROGRAM INFORMATION (Maximum 15 Points)

(Complete and only return those sections relevant to the program you are proposing)

1. CERTIFIED HOME HEALTH AIDES (SSBG)

(Complete this section if you are interested in providing Certified Home Health Aide Services)

Certified and professionally supervised home health aides provide general support in order to maintain, strengthen, and safeguard the functioning of older individuals and families in their own homes during periods of illness or severe instability. Activities such as performance of daily personal activities, light household tasks, preparing and serving meals including special diets, emotional and social support, instruction to individual or family members in home management, and assistance with self-administered medication are included. This service is designed to prevent or delay nursing home placement. There is no charge for service; however, clients are given the opportunity to make a voluntary contribution. The 2018 Contracted Level of Services is 3,887 hours to 30 unduplicated clients.

- a. Describe your experience and special qualifications in working with older adults.
 - b. Describe screening/assessment process you will use to ensure clients are appropriate for service requested. How would you coordinate this with the Somerset County Office on Aging and Disability Services?
 - c. Describe screening and assessment process to ensure clients are appropriate for Certified Health Aide services.
 - d. Describe how you would interface with client, family, caregiver or other appropriate agencies to meet participant needs.
 - e. Describe how you would interface with other services within the community to make referrals and monitor home services.
 - f. How will client outcomes be measured, tracked, analyzed?
 - g. Describe staffing and training for this program.
 - h. Describe the qualifications of staff that will be coordinating program services, conducting assessments and providing services.
 - i. How will you measure the program's success?
 - j. Provide an outline of your care plan tool.
 - k. Describe quality assurance methods.
 - l. Outline days and hours of operation (include proposed holiday schedule) and scheduling procedures. How many clients/hours of home health aide services would you provide?
 - m. How will client donations be handled, how will client's financial eligibility be established and re-assessed periodically?
 - n. How would the certified health aide program link with other services, such as respite, friendly visitor, adult day care, etc.
 - o. How do you envision evaluating and meeting the changing need of clients as they age?
- 2.** Describe agency's ability to secure private funding.

3. HOUSEKEEPING / CHORE SERVICES / SENIOR SHOPPER PROGRAM

(Complete this section if you are interested in providing Housekeeping/Chore Services/Senior Shopper Services)

This program is designed to assist individuals ages 60 and over who are homebound due to acute or chronic illnesses or disability. Services are provided by volunteers or a paid staff person for routine basic upkeep and management of homes, for the purpose of enabling older persons to maintain themselves in their place of residence by removing housekeeping barriers. With regard to the grocery shopping component of the services, clients are responsible for paying for the full cost of items procured. Clients are also given the opportunity to make contributions to the program. Clients cannot be charged a fee for this service. The 2018 Contracted Level of Services is 4380 hours to 95 unduplicated clients.

Proposal may include part or all of the following activities:

- Determining that services are needed due to the fact that there is no family member or other responsible informal caregiver available or capable of providing such services.
 - Light or heavy house cleaning services such as laundry, dusting, mending, cleaning, meal preparation, washing floors, etc., that can be provided by non-professional staff.
 - Performance of routine errands, such as grocery shopping or purchasing prescribed medications.
 - Ongoing monitoring by housekeeping staff to detect changes in client's condition, and provide referral, if necessary, to establish a linkage with the appropriate agency.
 - Maintaining records, preparing reports, and other administrative efforts necessary to provide Housekeeping services.
- a) Describe your ability to implement a program wherein elderly homebound persons can receive services on a regular basis.
 - b) Describe delivery method and client verification of delivered commodities. Describe the staffing/volunteer qualifications and background/reference check mechanism you would use for staff/volunteers. Estimate the number of hour's staff will be paid to provide shopping service, if applicable.
 - c) Describe screening/assessment process to ensure clients are appropriate for service.
 - d) Indicate the number of clients to be served. How will holiday schedules be addressed?
 - e) How will clients' outcomes be measured, tracked and analyzed?
 - f) Describe payment method. How would shoppers collect funds from clients?
 - g) Describe how coverage would work in the event of a staff/volunteer illness/vacation etc. How could program tasks be handled most efficiently to reduce the number of trips necessary?
 - h) Describe how service provision under *Housekeeping/Chore Services/Senior Shopper Services* would interface with other services proposed by your agency and/or current service providers.
 - i) Describe how you would arrange for delivery of "staples" in case of emergencies, (i.e. inclement weather).
 - j) Describe how volunteers are used to reduce program costs and increase services.

VI. A. BUDGET SUMMARY OF PROPOSED PROGRAM – (Maximum of 20 points)

Outline your anticipated annualized operational budget and key revenue sources for calendar years 2019, 2020 & 2021 (separately):

NOTE: The first “year” of this contract shall be nine months, April 1 –December 31, 2019

The second year shall be January 1, 2020- December 31, 2020

The third year shall be January 1, 2021-December 31, 2021

Year:___ BUDGET CATEGORIES	Amount Requested from these Funds	Required Match	Additional Funding	Total Program Operating Budget
PERSONNEL*:				
Salaries				
Fringe (specify)				
Benefits				
Consultants/other costs				
OFFICE SUPPLIES:				
Supplies				
Postage				
Training				
Travel				
Telephone				
PROGRAM MATERIALS: (Please specify)				
a.				
b.				
FACILITIES:				
Rent				
Utilities				
Maintenance				
Other (specify)				
EQUIPMENT: (Specify equipment				
INSURANCE				
OTHER (specify)				

a.				
b.				
PROGRAM FEES:				
TOTAL				

*Also complete Personnel Detail VI B

**Required match is not 25% of Requested funds.
Requested funds represent 75% of the total.**

Matching funds should equal 25% of the total.

**Example Requested Funds are \$60,000 Requested funds $\$60,000 / .75 = \$80,000$
Matching funds equals $\$80,000 * .25 = \$20,000$ Matching funds \$20,000**

VI. B. PERSONNEL DETAIL FORM (Indicate all personnel associated with this grant)

POSITION TITLE	LIST CERTIFICATION NEEDED MINIMUM EDUCATION AND\OR EXPERIENCE REQUIRED	ANNUAL SALARY	STANDARD WORK WEEK HOURS	%OF TIME ON THIS GRANT	AMOUNT FUNDED BY THIS GRANT

*TOTAL ANNUAL SALARIES	TOTAL GRANT AMOUNT	
-------------------------------	---------------------------	--

FRINGE BREAKDOWN		
CATEGORY	% OF SALARY EXPENSE	GRANT AMOUNT
FICA		
MEDICARE		
WORKMEN'S COMPENSATION		
PENSION		
HEALTH BENEFITS		
OTHER (LIST)		
	*TOTAL GRANT AMOUNT	

• Total must match numbers on VI. A. for Salary and Fringe

- a. Provide detail for FUNDING OFFSETS for 2019 of other projected revenue listed (include anticipated time frames for securing other funds, sources of potential funding, other revenue/fundraising strategies and anticipated dollar amounts):

	2019	Secured or Anticipated
Social Services Block Grant Funds:	\$ _____	_____
Community Development Block Grant Funds:	\$ _____	_____
Somerset County United Way Funds:	\$ _____	_____
Fundraising:	\$ _____	_____
Program Fees (attach fee scale):	\$ _____	_____
Chapter 51 (DHSS/DAS funds):	\$ _____	_____
Corporate contributions:	\$ _____	_____
Foundations or other grants:	\$ _____	_____
Older Americans Act funds (Senior	\$ _____	_____
Juvenile Justice Commission/Family Court:	\$ _____	_____
Other (specify source and amounts):	\$ _____	_____

- b. Will Title III or SSBG funds be used as required match or to leverage State, County or other funding sources? Please detail requirements and amounts.
- c. Indicate if program has sustained funding reductions from State, Federal and/or other sources or anticipates any funding reductions for 2018. Indicate amounts and sources.
- d. Indicate additional funding sources that will be pursued in the future:
- e. State the client contribution policy that will be implemented for your proposed service program. Explain the methods you will utilize to inform clients of this requirement. Explain process used to collect the contributions. Formulate a policy outlining contributions and attach a sample client notification letter.
- f. Indicate overall CY'2018 agency budget: \$ _____
- g. Indicate your agency's cash reserve:
 Operational Reserve \$ _____ (represents _____ months of operating expenses).
 Other Reserve \$ _____ (represents \$ _____ reserved for specific purposes).
 Indicate purpose: _____

VII. AGENCY STATUS (Maximum 10 points)

A.

Describe how your agency provides and/or arranges for transportation and/or other specialized support services.

Describe how your agency fully meets American with Disabilities Act (ADA) Regulations as a program accessible to persons with disabilities.

Describe how your agency develops program services to reduce cultural and language barriers to service and assures a culturally diverse and bilingual focus.

Describe how your agency diversifies funding. Does your agency obtain funds from a variety of sources? Explain current and future fundraising activities. (List all sources of funds on budget summary page.)

Describe how and to what extent your agency uses volunteers in order to extend program services.

Describe factors contributing to the program's current waiting list or document increased unmet need for proposed services.

If there is a waiting list, what is your plan for handling the waiting list? How often is the list reviewed and/or updated?

Does your agency have current accreditation and/or licenses and certification from appropriate organizations? If so, list and provide dates. Attach monitoring/accreditation reports (from other than Somerset County Office on Aging and Disability Services).

Agency maintains and adheres to conflict of interest guidelines (pertaining to Board participation, staff in private practice activities, etc).

Explain if there are any pending lawsuits or actions that would affect service provision or agency's financial stability.

Explain how prior monitoring issues have been resolved and/or addressed by your agency.

B. COMPLETE THIS SECTION ONLY IF REQUESTED FUNDING IS FOR A PROGRAM THAT HAS RECEIVED 2018 FUNDING FOR SENIOR SERVICES

Program Name _____

2018 Allocation \$ _____

1. Provide a brief program description of activities and services provided through Senior Services funding in calendar year 2018.
2. Does program currently have a waiting list? Is program experiencing an increasing demand for services? (Provide statistics to document).
3. Indicate the programmatic level of service and the annual number of unduplicated clients served in 2018; Attach program status and expenditure report for the 2018 contract covering January through current.

VI. RFP Check list and Supporting Documents (Maximum 5 points)

Supporting documents were provided with proposal:

- _____ From clients
- _____ From other funding sources (list)
- _____ From other agencies (list)

4. Proposal Requirements

4.1 Qualification Statement

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

1. Name of government agency.
2. Contact person's name, position, and current telephone number.
3. Dates, cost and scope of service.
4. Status and comments
5. Additional Requirements outline on page 15

4.2 Key Personnel Information

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

4.3 Subcontractors

Respondents may engage the services of subcontractors for completion of this project. If their proposal involves any subcontractors, full details on the nature of the work to be performed by them and the location in which the work is to be performed must be provided. The respondent understands that if selected, the owner prior to initiating any subcontracted work, must approve the use of subcontractors in writing. (Refer to Section 2.11 and Item 2.11.1 for more details)

4.4 Proposal Forms

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

1. Proposal Cost/Signature Form
2. Non-Collusion Affidavit
3. Stockholder Disclosure
4. Affirmative Action Statement
5. Acknowledgement of Receipt of Addenda
6. Disclosure of Investment Activities In Iran
7. Program Applications
8. Additional Requirements outlined on page 16

4.5 Location of Servicing Office

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

5. Evaluation, Review and Selection Process

5.1 Proposals to Remain Subject to Acceptance

RFP responses shall remain open for a period of sixty (60) calendar days from the stated submittal. The owner will either award the Contract within the applicable time period or reject all proposals.

The owner may extend the decision to award or reject all proposals beyond the sixty (60) calendar days when the proposals of any respondents who consent thereto may, at the request of the owner, be held for consideration for such longer period as may be agreed.

5.2 Rejection of Proposals

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

5.3 Evaluation Process

An evaluation team will review all proposals to determine if they satisfy the Proposal Requirements, determine if a proposal should be rejected and evaluate the proposals based upon the Evaluation Criteria. The highest-ranking respondent will then be recommended to the governing body for award of contract, based on price and other factors. In specific areas multiple contracts may be awarded.

5.4 Evaluation Criteria

Evaluation Criteria Allocations

Referenced in SECTION 3 - SCOPE OF WORK, Instruction for completing the 2019 Request for Proposals (RFP) – Senior Services 2019-2021

I.	Background	Maximum of 2 points
II.	Brief Program Description	Maximum of 8 points
III.	Justification of Need	Maximum of 15 points
IV.	Detailed Program Description	Maximum of 25 points
V.	Program Information	Maximum of 15 points
VI.	Budget Summary	Maximum of 20 points
VII.	Agency Status	Maximum of 10 points
VIII.	RFP Document Checklist/ and Supporting Documents	Maximum of 5 points
TOTAL:		100 points

5.4.1 Understanding of the Requested Work

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

5.4.2 Knowledge and Technical Competence

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

5.4.3 Management, Experience and Personnel Qualifications

Expertise of the firm shall be demonstrated by past contract successes providing government agencies with similar services. The respondent will be evaluated on knowledge, experience, prior collaboration and successful completion of projects/services similar to that requested in this RFP. In addition to relevant experience, respondents shall provide personnel qualifications in the Proposal. (See 4.1 and 4.2).

5.4.4 Ability to Complete the Project/Services in a Timely Manner

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

5.4.5 Cost

Refer to Section IV - INSTRUCTIONS FOR COMPLETING THE 2019 REQUEST FOR PROPOSAL (R.F.P.)

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

5.5 Payment

Invoices shall be submitted monthly and must specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed, all backup documentation (mileage, time logs, receipts for expenses, etc.), amount remaining in total balance, and the Proposal Cost Form.

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

1. Deliverables not complying with the project specification;
2. Claims filed or responsible evidence indicating probability of filing claims;
3. A reasonable doubt that the Contract can be completed for the balance then unpaid.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

5.6 Term of the contract

The first term of this contract shall be nine months (April 1 –December 31, 2019).

Renewals to this contract shall than coincide with Contract CY-COM-0009-18 for year two (2020) and year three (2021) , contingent upon successful performance and funding availability.

The project period falls under the Area Plan Contract 2019-2021. Its budget period is January 1, 2019 through December 31, 2019, and annually through December 31, 2021.

Non-Allocation of Funding is noted Item 2.14

5.7 Notice of Award

The successful respondent will be notified of the award of contract upon a favorable decision by the governing body.

**COUNTY OF SOMERSET
RFP DOCUMENT CHECKLIST**

**Read,
Acknowledged,
Signed & Submitted
Respondent's
Initial**

A. FAILURE TO SUBMIT ANY OF THESE ITEMS IS MANDATORY CAUSE FOR REJECTION OF RFP

- Ownership Statement - Stockholder Disclosure Certification
- Non-Collusion Affidavit
- EEO/Affirmative Action Compliance Notice – Submit Copy of State Certificate of Employee Information Report
- Proposal Cost Form/Signature Page
- Acknowledgement of Receipt of Addenda (To be Completed if Addenda are Issued)
- Disclosure of Investment Activities in Iran- Submit with response
- Other:

B. REQUIRED NO LATER THAN TIME PERIOD INDICATED

B.1 SUBMIT DOCUMENTS AT TIME OF RFP RESPONSE DUE DATE

- Qualification Statement
- Key Personnel Information
- Three (3) references for similar projects
- License(s) or Certification(s) Required by the Specifications
- CD or USB Flash Drive with PDF of RFP along with Printed Copies (Ref: Notice of RFP and/or Section 2.2)

**B.2 MUST POSSESS CERTIFICATE BY CONTRACT AWARD DATE
"SUBMISSION OF CERTIFICATE WITH RESPONSE PREFERRED"**

- New Jersey Business Registration Certificate
- New Jersey Business Registration Certificate – Named /Listed Subcontractor(s)

B.3 MUST SUBMIT BY CONTRACT AWARD DATE

- Certificates of the Required Insurance naming County Additionally Insured
- Evidence of Medical Malpractice or Professional Liability Insurance supply certificate prior to processing a purchase order

C. READ ONLY

- Americans With Disability Act of 1990 Language

This checklist is provided for respondent's use in assuring compliance with required documentation; however, it does not necessarily include all specifications requirements and does not relieve the respondent of the need to read and comply with the specifications.

Name of Respondent: _____ Date: _____

By Authorized Representative:

Signature: _____

Print Name & Title: _____

PROPOSAL COST FORM/SIGNATURE PAGE

TO THE COUNTY OF SOMERSET BOARD OF CHOSEN FREEHOLDERS:

The undersigned declares that he/she has read the Notice, Instructions, Affidavits and Scope of Services attached, that he/she has determined the conditions affecting the proposal and agrees, if this proposal is accepted, to furnish and deliver services per the attached schedule of fees for the following:

SENIOR SERVICES UNDER AGING AREA PLAN 2019-2021

The first "year" of this contract shall be nine months, April 1 –December 31, 2019
The second year shall be January 1, 2020- December 31, 2020
The third year shall be January 1, 2021-December 31, 2021

Certified Home Health Aides

Housekeeping/Chore Services/Senior Grocery Shopping

(Corporation)
The undersigned is a (Partnership) under the laws of the State of _____ having its
Principal office at _____
align="center">(Individual)

Company Federal I.D. # or Social Security #

Address

Signature of Authorized Agent Type or Print Name

Title of Authorized Agent Date

Telephone Number Email Address

Fax Number

COUNTY OF SOMERSET
OWNERSHIP STATEMENT - STOCKHOLDER DISCLOSURE FORM

LEGAL NAME OF BIDDER: _____

Check the box that represents the type of business organization:

- | | | |
|---|--|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation | <input type="checkbox"/> Other, Please List _____ | |

List the names and addresses of all stockholders who own ten (10%) percent or more of the above company's stock, and if there **are NO STOCKHOLDERS OF 10% OR MORE, simply check the second box below**. If one or more such stockholders or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, must also be listed.

The disclosure shall be continued until names and addresses of every person who is a non-corporate stockholder, or individual partner, exceeding the 10% ownership criteria established in this act, has been listed, in full compliance with Chapter 33 of the New Jersey Public Laws of 1977.

BIDDERS/RESPONDENTS MUST CHECK THE APPROPRIATE BOX:

- I certify that the **list below** contains the names and addresses of all **stockholders holding 10% or more** of the issued and outstanding stock of the undersigned.
- I certify that **no one stockholder** owns 10% or more of the issued and outstanding stock of the undersigned.

Publicly Traded - For publicly traded entities to comply with N.J.S.A. 52:25-24.2 they may submit the name and address of each publicly traded entity, and the name and address of each person holding 10% or more beneficial interest in the publicly traded entity as of the last annual filing with the Security Exchange Commission (SEC), or foreign equivalent

Submit here the Website (URL) providing the last annual Security Exchange Commission (SEC) filing, or foreign equivalent:

The requested information is available on the following page number(s) of the SEC, or foreign equivalent, filing:

Stockholder Name _____

Address _____

Percentage of Ownership _____ %.

Stockholder Name _____

Address _____

Percentage of Ownership _____ %.

Stockholder Name _____

Address _____

Percentage of Ownership _____ %.

(Note: Attach additional pages if necessary)

(Respondent/Respondent Authorized Signature)

(Date)

(Print name of authorized signatory)

(Title)

**COUNTY OF SOMERSET
NON-COLLUSION AFFIDAVIT**

State of _____
County of _____

ss:

I, _____ of the City of _____

in the County of _____ and State of _____ of full age, being
duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(Title or position) (Name of firm)

the bidder making this Proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the County of Somerset relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide employees or bona fide established commercial or selling agencies maintained by _____.
(name of contractor)

(N.J.S.A. 52:34-15)

Subscribed and sworn to

before me this _____ day

of _____, _____.

Signature

Type or print name of affiant under Signature

Notary public of

My Commission expires _____.

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

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

Goods and General Service Vendors

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

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

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

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

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

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

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

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

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

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

(REVISED 4/10)

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 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)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certification 111XX

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-DEC-20XX to 15-DEC-20XX

SAMPLE COMPANY, INC.
33 WEST STATE STREET
TRENTON, NJ 08625


State Treasurer

VOID

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

The Contractor and the Owner, do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. 5121 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 there unto, 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 that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the 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 the Agreement or otherwise at law.

COUNTY OF SOMERSET

THESE ARE **SAMPLES** OF THE **ONLY** ACCEPTABLE
BUSINESS REGISTRATION CERTIFICATES

PREFER WITH RFP RESPONSE, REQUIRED BY LAW PRIOR TO AWARD OF CONTRACT


STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME: **TAX REGISTRATION TEST ACCOUNT**
TRADE NAME: **CLIENT REGISTRATION**
TAXPAYER IDENTIFICATION#: **970-097-382/500**
SEQUENCE NUMBER: **0107330**
ADDRESS: **847 ROEBLING AVE
TRENTON NJ 08611**
ISSUANCE DATE: **07/14/04**
EFFECTIVE DATE: **01/01/01**
FORM-BRC(08-01)

J.P. Tully
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.


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

For Office Use Only:
20041014112823533

COUNTY OF SOMERSET

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Respondent hereby acknowledges receipt of the following Addenda:

ADDENDUM NUMBER	DATE	ACKNOWLEDGE RECEIPT (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

FORM NOT REQUIRED IF NO ADDENDA ISSUED

COUNTY OF SOMERSET

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

BID/RFP/Solicitation Number: _____

Bidder/Offeror: _____

Part 1: Certification

BIDDERS ARE TO COMPLETE PART 1 BY CHECKING **EITHER BOX**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of the Treasury’s Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division’s website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification may render a bidder’s proposal non-responsive. If the Director finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder’s parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury’s list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 (“Chapter 25 List”). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department’s Chapter 25 List. I will provide a detailed, accurate and precise description of the activities in Part 2 below, sign and complete the Certification below.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on additional sheets provided by you.

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that Somerset County is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the County to notify the County in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with Somerset County, New Jersey and that the County at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print) _____ Signature: _____

Title _____ Date: _____