

County of Somerset New Jersey

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

PURCHASING DIVISION
MELISSA KOSENSKY, 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 **December 3, 2020 at 12:00 P.M.** in the Purchasing Division, County Administration Building, 20 Grove Street, Somerville, New Jersey 08876 at which time and place responses will be opened and read for:

PROGRAM YEAR 2019 COMMUNITY DEVELOPMENT BLOCK GRANT CARES ACT (CDBG-CV1) PROGRAM ACTIVITIES

CONSISTING OF:
PROGRAM YEAR 2019 PUBLIC SERVICE PROJECT APPLICATION
CONTRACT #: CY-COM-0068-20R

In accordance with the Governor's directives, the County of Somerset offices are closed to the public, but still operational.

The Somerset County Purchasing Division is maintaining *Social Distancing*; therefore, it is encouraged to **Mail** in your RFP responses in a timely manner via USPS, UPS and FedEx, etc. If they must be hand-delivered, potential respondents may drop them off at the Main Entrance of the County's Administration Building, 20 Grove Street, Somerville, New Jersey 08876 and a Sheriff's Officer will contact the Purchasing Division to receive the responses.

We value the integrity of the procurement process, and due to the circumstances, the RFP opening will be conducted via Live-Stream from the Freeholder's Meeting room. You can access the Live-Stream from the County's homepage at the prevailing date and time stated in this Notice to Bidders. During the RFP opening process, the respondents will be announced as well as RFP amounts.

RFP responses must be made on the standard proposal forms, be enclosed in a sealed package bearing the name and address of the respondent and the **"RFP TITLE NAME & CONTRACT #"** on the outside, addressed to Melissa A. Kosensky, Purchasing Agent, at the address above.

Specifications and instructions may be obtained at the Purchasing Office or on the County Website, www.co.somerset.nj.us.

Any RFP Addenda will be issued on the website, and processed in accordance with N.J.S.A. 40A:11-23(c)(1). All 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 are required to comply with the requirements of N.J.S.A 10:5-31 et seq. and N.J.A.C 17:27 et seq.

Melissa Kosensky
Purchasing Agent
Legal Publication Date: November 4, 2020

1. Introduction

The Somerset County Community Development Office is seeking proposals from eligible non-profit agencies to provide tenant advocacy services to clients that had a COVID-related financial impact and need representation in landlord tenant court. Interested parties must submit a formal application for a Community Development Block Grant project with a maximum aggregate request of \$40,000 in accordance with the requirements outlined in Section 3–Scope of Work. This is CARES Act funding and must be spent within one year of the execution of the grant agreement.

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:

1. Release of RFP	November 4, 2020
2. Questions and Clarifications Due	November 18, 2020
3. Final Interpretations and Addenda Issued	November 25, 2020
4. Proposal Due Date	December 3, 2020
5. Evaluation Completed	December 11, 2020
6. Governing Body Action	January 2021
7. Contract Execution and Project Initiation	January 2021

2.2 Proposal Submission Information

Submission Date and Time:

December 3, 2020 at 12:00 P.M.

One (1) Original signed in ink & three (3) copies and One (1) copy on CD or USB Flash Drive .pdf format of the RFP response. The owner is storing all responses electronically; therefore submit all pages of the RFP response on a CD or USB Flash Drive in addition to the printed three (3) copies.

Do not use staples or elaborate binding. Submit only single-sided documentation.

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 three (3) 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

Tom Scherr
Community Development Office
27 Warren Street, 4th Floor
Somerville, NJ 08876
Voice: 908-541-5756

2.4 County Representative for this Solicitation

Please direct all questions in writing to:
Melissa Kosensky
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 Melissa A. Kosensky, 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.

2.8.2 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 respondent (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

The law does not apply to municipalities responding to the request for proposals. It does apply to non-profit organizations.

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.

2.8.13 HUD Regulations

In response to a directive from the Department of Housing and Urban Development (HUD), the County must collect information on the objectives, outcomes, and indicators of performance for all CDBG-funded projects. This information must be collected in addition to the section that captures information regarding a project’s expected units of accomplishment.

To satisfy HUD’s requirements:

1. All projects must be classified into one of the following overall objectives:
 - a) Create suitable living environments
 - b) Provide safe, decent, affordable housing
 - c) Create economic opportunities
2. All projects must achieve one of the following outcomes:
 - a) Accessibility
 - b) Sustainability
 - c) Affordability
3. All projects must report accomplishments using indicators that are predetermined by HUD and are selected according to the project category. Indicators are provided in the respective project applications.

HUD defines low- and moderate-income households to be those that have annual incomes below 80 percent of the Area Median Income (AMI) as established by HUD for the Middlesex-Somerset-Hunterdon Primary Metropolitan Statistical Area (PMSA).

Current income limits for the CDBG Program are as follows:

<u>Household Size</u>	<u>80% AMI</u>	<u>Household Size</u>	<u>80%AMI</u>
1	\$66,950	5	\$103,200
2	\$76,500	6	\$110,900
3	\$86,000	7	\$118,550
4	\$95,600	8	\$126,200

These limits are set by HUD for the CDBG program. Each project with a limited clientele must ensure that over half of all clients are under the 80% income number.

2.8.14 Compliance with Davis Bacon Act

All applicants must comply with the provisions of the Davis Bacon Act.

The Davis Bacon and Related Acts (DBRA) are administered by the Wage and Hour Division of the U.S Department of Labor. These Acts apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works.

Basic Provisions/Requirements

The Davis Bacon Act requires that all contractors and subcontractors performing on federal contracts (and contractors or subcontractors performing on federally assisted contracts under the related Acts) in excess of \$2,000 pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits listed in the contract's Davis Bacon wage determination for corresponding classes of laborers and mechanics employed on similar projects in the area. Davis-Bacon labor standards clauses must be included in covered contracts. Apprentices may be employed at less than predetermined rates if they are in an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department. Trainees may be employed at less than predetermined rates if they are in a training program certified by the Department. Contractors and subcontractors on prime contracts in excess of \$100,000 are required, pursuant to the Contract Work Hours and Safety Standards Act, to pay employees one and one-half times their basic rates of pay for all hours over 40 worked on covered contract work in a workweek. Covered contractors and subcontractors are also required to pay employees weekly and to submit weekly certified payroll records to the contracting agency.

Employee Rights

The Davis Bacon and Related Acts provide laborers and mechanics on covered federally financed or assisted construction contracts the right to receive at least the locally prevailing wage rate and fringe benefits, as determined by the Department of Labor, for the type of work performed. The Wage and Hour Division and respective federal contracting agencies accept complaints of alleged Davis Bacon violations.

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 Subcontractors

The owner will consider the primary contractor to be the sole point of contact with regard to contract matters. The primary contractor will be required to assume sole responsibility for delivery of all services.

2.11.1 Use of Sub-consultants

Respondent may find it advantageous to include sub-consultants in their proposal. Such an arrangement is acceptable provided that the relationship between firms is clearly defined and the method of maintaining proper project management and oversight is described within the proposal. The use of sub-consultants is left to the discretion of respondent, provided that the criteria of adequate capability in all areas of the scope of work is met. Any sub-consultants must be identified in the same manner as the primary consultant.

2.12 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.

2.13 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 ensure 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

3. Scope of Work (SOW)

The Somerset County Community Development Office is seeking applications from eligible non-profit agencies to provide legal services to income eligible residents of Somerset County facing eviction due to COVID-19 related financial hardship.

These applications must first be presented at an open public meeting of the municipality where the project is located, and the municipal certification must be completed before the applications due date and time. Failure to do so will be considered a fatal flaw and the application will be considered unacceptable. Please plan accordingly.

CDBG PROGRAM ADMINISTRATION

The Community Development Office (CD) of Somerset County administers CDBG program to ensure compliance with federal laws. The CD Office reviews all applications; staff provides assistance to the CD Committee and gives technical assistance to applicants.

Proposals must reflect the national objectives and eligible activities listed below. Applicants must demonstrate in the proposal that 100% of the beneficiaries of any CDBG-funded proposal will be low- and moderate-income persons by meeting the following standards:

NATIONAL OBJECTIVES

In order to qualify for funding, a proposed project must meet the following national objectives:

A. LIMITED CLIENTELE ACTIVITY

The project has income eligibility requirements that limit the direct beneficiaries of the project to low- and moderate-income persons or households. Income documentation must be kept for all clients, demonstrating that 100% of the beneficiaries of any CDBG-funded proposal will be low- and moderate-income persons. Client declaration forms are used to gather this information.

CD Staff will review the participant's application, mission statement and/or brochure to ensure that the Applicant will serve a limited clientele.

TIMELY SPENDING REQUIREMENTS

Administration:

- All Grant Agreements are to be returned to the CD Office within two weeks of receipt.
- Purchase orders must be signed and returned within two weeks of receipt.

Expenditure:

- All CDBG funds must be expended within 12 months of the execution of the grant agreement or the grant will be terminated.

Extensions:

One 60-day extension will be considered to CDBG grantees that experience hardship regarding the 12-month expenditure requirement. A written request must be presented and include:

- Explanation of progress to date;
- Explanation of circumstances which prevent timely expenditure; and
- Provision of a timeline for full expenditure.

Recapture of Funds:

Funds will be recaptured by the specific program and reprogrammed to the next year's Action Plan or Program Year under the following circumstances:

- A balance remains after the successful conclusion of the grant agreement contract period;
- A grant recipient is unable to implement the activity for which funds are awarded; or
- Non-compliance with the Timely Spending Policy.

Timeliness Test for Grant Applications:

Grantees will be subject to a Timeliness Test at the RFP submission deadline to ensure the timely expenditure of grant funds. This test, which measures whether an applicant has a cumulative total of unspent grant funding that is greater than 1.5 times the prior program year's total award, will determine whether an applicant is eligible to apply for additional grant funding. Applicants will be evaluated independently in each grant program.

Review

Prior to the presentation of requests for proposals, the CD Committee will review the applicant's Timeliness Test in addition to a Risk Assessment based on previous performance under the program.

PROJECT CATEGORY

Public Service (PS): Organization that provide a social skill or service (e.g. employment service, childcare, health service, client care) to low/moderate income persons or groups that are categorically eligible.

**PROGRAM YEAR 2019 CDBG-CV1 LEGAL SERVICES
APPLICATION COVER PAGE**

Applicant and Project Information

Organization Name & Address	Project Title	Project Category
		Public Services
Contact Person Name & Title	Contact Address (if different from above)	Contact Phone, Fax and E-mail Address
Consolidated Plan Need Addressed	CDBG-CV1 Type	Project Type
Tenant-Landlord Counseling	Response to the Coronavirus	Limited Clientele
		HUD Matrix Code (to be completed by CD Staff)

PROJECT FUNDING REQUEST

CDBG-CV1 Funds Requested	\$
Total of other funding sources	\$
Total Project Cost	\$
CDBG-CV1 Funds Awarded (to be completed by CD Staff)	\$

APPLICATION NARRATIVE

1. Please provide a detailed description of this project, including whom the project will serve, how the target population will be served, how many clients will be served, services that will be provided and the program goals. **(Please keep description to one page.)**

APPLICATION WORKSHEET

1. PERFORMANCE MEASUREMENT

Of the people assisted, enter the number that:

Now have new access to this service or benefit _____
 Now have improved access to this service or benefit _____
 Now receive a service or benefit that is no longer substandard _____

 Total _____

2. UNITS OF SERVICE

List and fully describe the units(s) of service in measurable terms. Indicate the unit cost(s) for provision of service(s) in Program Year 2019-CV funds. Unit refers to Units of Service. In the Description/Definition column, describe what the unit reflects. The unit cost is the cost per each unit, based on the project budget divided by the number of units to be provided. A sample is provided in italics.

Unit of Service	Description/Definition	Unit Cost Calculation	Unit Cost	Total Cost for County Contract	Program Year
<i>Example: 1 hour counseling</i>	<i>Individual and family Mental Health Counseling 400 clients overall program; 10 clients through county funds; 55 hours per client average</i>	<i>\$717,200 total program budget/ 22,000 total program hours</i>	<i>\$32.60 per hour</i>	<i>\$32.60x550 hours = \$17,930</i>	<i>2019-CV</i>
Total Funding Request:				\$	

3. LEVELS OF SERVICE

Indicate how many unduplicated persons or households would be served with full funding. (Complete **only** one, either client or households).

_____ UNDUPLICATED PERSONS or
 _____ UNDUPLICATED HOUSEHOLDS

4. PROPOSED PROGRAM BUDGET – PROGRAM YEAR 2019-CV APPLICATION

List all sources of funds for this project only, excluding other agency programs. Include funds identified as matching funds. Add across and down. **Administration cost is limited to 20% of the total grant**

BUDGET CATEGORIES	Amount Requested from these Funds +	Other Funding Source \$ Amounts	Total Program Operating Budget
PERSONNEL:			
Salaries for Direct Services			
Administrative/Supervisory Salary (considered admin)			
Fringe for Direct Services (considered Admin)			
Fringe for Admin/Supervisory Salary (considered admin)			
Consultants or Contractual Services. Specify:			
TRAINING/TRAVEL			
MATERIALS/SUPPLIES			
FACILITIES:			
Rent (this is considered admin in most cases)			
Utilities (considered admin)			
INSURANCE (this is considered admin)			
TOTAL			

5. SOURCES OF FUNDS

Identify all other funding that has been or will be pursued for this project and discuss the outcome or status of the applications

<u>Source</u>	<u>Amount</u>	<u>Status</u>	<u>Purpose of Funds</u>

6. PROJECT BENEFIT BY MUNICIPALITY

Please indicate the percentage of persons or households projected to benefit from the project by municipality

MUNICIPALITY	PERCENT	MUNICIPALITY	PERCENT
Bedminster Township		Montgomery Township	
Bernards Township		North Plainfield Borough	
Bernardsville Borough		Peapack and Gladstone	
Bound Brook Borough		Raritan Borough	
Branchburg Township		Rocky Hill Borough	
Bridgewater Township		Somerville Borough	
Far Hills Borough		South Bound Brook Borough	
Franklin Township		Warren Township	
Green Brook Township		Watchung Borough	
Hillsborough Township		Out of County	
Manville Borough		Project/Program Total:	100%
Millstone Borough			

PROGRAM YEAR 2019 CDBG-CV1 CERTIFICATION PAGE

APPLICANT NAME: _____

PROJECT NAME: _____

APPLICANT MUST COMPLETE

A. Applicant Certification:

I certify that all information provided in this application is correct to the best of my knowledge.

Signature of Preparer

Typed/Printed Name

Date

B. Funding Certification:

I acknowledge that receipt of any Subgrant recommended by the Community Development Committee is subject to approval by the Board of Chosen Freeholders and the release of funds by the US Department of Housing & Urban Development, and that release of payments will be subject to documenting compliance with all requirements listed in the Subgrant Agreement to be executed with Somerset County.

I further acknowledge that the Community Development Program **will not** be responsible for any project costs incurred prior to the full execution of a Subgrant Agreement, unless specifically noted in Attachment A of the executed Subgrant Agreement.

I further acknowledge that the Community Development Program must approve any purchases or the award of any contracts to be funded in full or in part with Community Development Subgrant funds; and

I agree that implementation of any project funded in full or in part with Community Development Subgrant funds **will not proceed** without full execution of a Subgrant Agreement with the County, unless specific approval is received from the Community Development Office.

Signature of Chief Executive Officer

Typed/Printed Name

Date

MUNICIPALITY TO COMPLETE

C. Municipal Certification

The Mayor of the sponsoring municipality certifies the following:

1. The Governing Body of the municipality has been notified of the submission of an application entitled _____ for consideration by the Somerset County Community Development Committee for funding under the Program Year 2019 CDBG-CV1 Program.
2. This application was discussed at a local public meeting held in full compliance with all State and local public notice requirements on _____, 20____, and all public comments received are noted below for the public record.

All Applications must have the signature of the Mayor and Clerk of the municipal sponsor provided in the space below.

Mayor's Signature

Date

(Typed/Print Name and Municipality)

Clerk's Attest and Seal

Date

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

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

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 most advantageous price and other factors. The County reserves the right to reach out to the respondents to get clarification on Proposals on specific items if necessary during the deliberation process.

Evaluation Team – RFP respondents are prohibited from contacting any member of the evaluation team directly without a formal invitation. If it is found that a respondent has attempted to discuss their proposal with a team member without an invite then their proposal may be deemed unresponsive. All questions during the evaluation period shall be directed to the Purchasing Agent.

5.4 Evaluation Criteria

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

This will be based on the quality of the content of the RFP and the respondent's ability to communicate a thorough understanding of the required tasks and the approach to meet the scope of work outlined in the RFP. The proposals will be evaluated for general compliance with instructions and requests issued in the RFP. Non-compliance with significant instructions will be grounds for disqualification of proposals.

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

Funds must be used in accordance with the budget that is submitted with the application. Modifications to the use of funding in said budget must be approved and authorized by the Community Development staff before such change in funding is permitted.

5.5 Term of the contract

January 2021 – December 2021.

5.6 Notice of Award

The successful respondent will be notified of the award of funding upon a favorable decision by the governing body and further notified when the County has executed a Grant Agreement with the Department of Housing and Urban Development. The purchasing agent may then send a purchase order/voucher to the funding recipients.

5.6 Use of Funding

Funds must be used in accordance with the budget that is submitted with the application. Changes to the use of funding in said budget must be approved by Community Development staff.

**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 Disclosure Form
- 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 Activities in Iran
- Completed PF/PI or PS Application

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
- Projected project plan and timeline (Gantt Chart)
- 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
- Certificate of Good Standing (Not applicable for Municipalities)

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:

**PROGRAM YEAR 2019
COMMUNITY DEVELOPMENT BLOCK GRANT C.A.R.E.S. ACT
(CDBG-CV1) PROGRAM ACTIVITIES
CONTRACT #: CY-COM-0068-20R**

CONSISTING OF:

- PROGRAM YEAR 2019 PUBLIC SERVICE PROJECT APPLICATION

The undersigned is a _____ (Corporation)
_____ (Partnership) under the laws of the State of _____ having its
_____ (Individual)
Principal office at _____.

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 New Jersey

PO Box 3000 – 20 Grove Street
 COUNTY ADMINISTRATION BUILDING
 Somerville, NJ 08876-1262
 PHONE: (908) 231-7043 FAX: (908) 575-3917



OWNERSHIP DISCLOSURE FORM

BID SOLICITATION #: _____ **VENDOR {BIDDER}:** _____

PART 1

**PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE "YES" OR THE "NO" BOX.
 ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO
 COMPLETE THIS FORM PURSUANT TO N.J.S.A. 52:25-24.2**

PLEASE NOTE THAT IF THE VENDOR/BIDDER IS A NON-PROFIT ENTITY, THIS FORM IS NOT REQUIRED.

	YES	NO
1. Are there any individuals, corporations, partnerships, or limited liability companies owning a 10% or greater interest in the Vendor {Bidder}?	<input type="checkbox"/>	<input type="checkbox"/>
IF THE ANSWER TO QUESTION 1 IS "NO", PLEASE SIGN AND DATE THE FORM. IF THE ANSWER TO QUESTION 1 IS "YES", PLEASE ANSWER QUESTION 2–4 BELOW.		
2. Of those parties owning a 10% or greater interest in the Vendor {Bidder}, are any of those parties individuals?	<input type="checkbox"/>	<input type="checkbox"/>
3. Of those parties owning a 10% or greater interest in the Vendor {Bidder}, are any of those parties corporations, partnerships, or limited liability companies ?	<input type="checkbox"/>	<input type="checkbox"/>
4. If you answer to Question 3 is "YES" , are there any parties owning a 10% or greater interest in the corporation, partnership, or limited liability company referenced in Question 3?	<input type="checkbox"/>	<input type="checkbox"/>
IF ANY OF THE ANSWERS TO QUESTION 2-4 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 2 BELOW.		

PART 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO QUESTIONS 2–4 ANSWERED AS "YES".

If you answered **"YES"** for questions 2, 3, or 4, you must disclose identifying information related to the individuals, corporations, partnerships, and/or limited liability companies owning a 10% or greater interest in the Vendor {Bidder}. Further, if one or more of these entities is itself a corporation, partnership, or limited liability company, you must also disclose all parties that own a 10% or greater interest in that corporation, partnership, or limited liability company. This information is required by statute.

INDIVIDUALS

NAME _____			
ADDRESS 1 _____			
ADDRESS 2 _____			
CITY _____	STATE _____	ZIP _____	

NAME _____			
ADDRESS 1 _____			
ADDRESS 2 _____			
CITY _____	STATE _____	ZIP _____	

NAME _____			
ADDRESS 1 _____			
ADDRESS 2 _____			
CITY _____	STATE _____	ZIP _____	

NAME _____			
ADDRESS 1 _____			
ADDRESS 2 _____			
CITY _____	STATE _____	ZIP _____	

Attach Additional Sheets If Necessary

PART 2 continued
PARTNERSHIPS / CORPORATIONS / LIMITED LIABILITY COMPANIES

ENTITY NAME	_____		
PARTNER NAME	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	STATE	_____	ZIP

ENTITY NAME	_____		
PARTNER NAME	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	STATE	_____	ZIP

ENTITY NAME	_____		
PARTNER NAME	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	STATE	_____	ZIP

Attach Additional Sheets If Necessary

In the alternative, to comply with the ownership disclosure requirement, a Vendor {Bidder} with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

PART 3
PUBLICLY TRADED PARENT COMPANY DISCLOSURE

Ownership disclosure (name and address) can be met by submitting the last annual filing of an SEC or similar foreign regulator document or providing the website link to such documents, and include relevant page numbers. See N.J.S.A 52:25-24.2.

TITLE OF ATTACHED DOCUMENTS OR WEBLINK	PAGE #

Attach Additional Sheets if Necessary

CERTIFICATION

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

Signature (Do not enter Vendor ID as a signature)

Date

Print Name and Title

FEIN/SSN

**COUNTY OF SOMERSET, NEW JERSEY
NON-COLLUSION AFFIDAVIT
(N.J.S.A. 52:34-15)**

State of _____

County of _____

I, _____ residing in _____
(Name of Affiant) (Name of Municipality)

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 Company of _____
(Title or Position) (Name of Firm/Company)

the Bidder/Respondent making this Proposal for the Bid/RFP numbered _____,
(Contract #)
and that I executed the said Proposal with full authority to do so; that said Bidder/Respondent 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 numbered 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. 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 established commercial or selling agencies maintained by _____.
(Name of Firm/Company)

(Signature of Affiant)

(Type of Print Name of Affiant)

**COUNTY OF SOMERSET, NEW JERSEY
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)

COUNTY OF SOMERSET, NEW JERSEY
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:

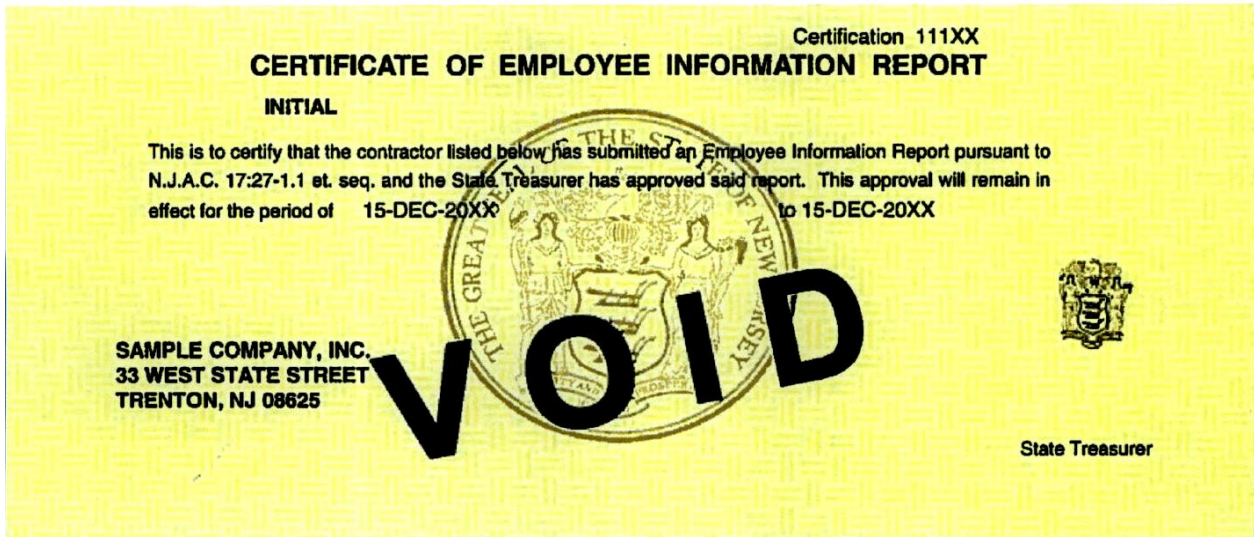
Letter of Federal Affirmative Action Plan Approval

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



COUNTY OF SOMERSET, NEW JERSEY

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

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, N.J. 08646-0252

TAXPAYER NAME: **TAX REGISTRATION TEST ACCOUNT**
TAXPAYER IDENTIFICATION#: **970-097-382/500**
ADDRESS: **847 ROEBLING AVE
TRENTON NJ 08611**
EFFECTIVE DATE: **01/01/01**
FORM-BRC(08-01)

TRADE NAME: **CLIENT REGISTRATION**
SEQUENCE NUMBER: **0107330**
ISSUANCE DATE: **07/14/04**

John S. 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, NEW JERSEY

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, New Jersey
Disclosure of Investment Activities in Iran

Bidder Name:	
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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 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 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 law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

Check the Appropriate Box

I certify, pursuant to 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 and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2 – Additional Information

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.

Part 3: Certification

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there 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 the County of Somerset 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 of Somerset to notify the County of Somerset 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 the County of Somerset and that the County of Somerset at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	