

# County of Somerset New Jersey

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

PURCHASING DIVISION  
MELISSA A. KOSENSKY, 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 25, 2022 at 2:00 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:

### **Pathways to Recovery PY2021 Participant Training, Career and Supportive Services CONTRACT #: CY-COM-0080-22**

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 Commissioner's Meeting room. You can access the Live-Stream from the County's homepage at the prevailing date and time stated in this Notice of RFP. 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](http://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 A. Kosensky, RPPO, QPA  
Purchasing Agent  
Legal Publication Date: February 4, 2022

## 1. Introduction

When community members have been impacted by opioids, it can be difficult to reenter the workforce or change careers. The Greater Raritan Workforce Development Board (GRWDB), serving Hunterdon and Somerset Counties, understands this impact and seeks to provide employment assistance to those with a personal history of opioid use or who have a friend or family member with a history of opioid use, so they can reenter the workforce through the GRWDB Pathways to Recovery Program. This new program is funded 100 percent with Workforce Innovation and Opportunity Act (WIOA) National Dislocated Worker NEG funding.

The GRWDB has oversight responsibilities of the Greater Raritan One-Stop system. The GRWDB allocates federal and state funds to programs and partners who provides services that support the organization in meeting or exceeding performance measures established by the United States Department of Labor (USDOL), the New Jersey State Education and Training Commission (SETC) and the New Jersey Department of Labor (NJDOL). The GRWDB Pathways to Recovery program is a new NJDOL initiative piloted in several counties and being made available statewide through new competitive grant opportunities. This initiative is in alignment with and will allow the expansion of GRWDB's mission and vision.

Services provided by the GRWDB Pathways to Recovery program will help participants gain the skills and training needed to support their transition into employment with the goal of reversing the trend of obstacles to employment. The program builds on the GRWDB's existing connections and extends invitations to potential partners, deepening the network of agencies supporting the employment needs for those affected by the opioid epidemic. The GRWDB Pathways to Recovery program will provide basic skills instruction, employability skills instruction and work experience which will emphasize re-engagement with workplace and new career opportunities for the underemployed. Coupled with career counseling and a range of supportive services, the program will facilitate effective transitions by the targeting population into employment and retention.

The GRWDB is issuing a Request for Proposals for organizations to provide Participant Training, Participant Career Services and Supportive Services for a Pathways to Recovery program for Hunterdon and Somerset Counties, New Jersey, consistent with the law, regulations, and guidelines of WIOA.

Respondent agrees to comply with the requirements for EEO/Affirmative Action, NJSA 10:15-31 and NJAC 17:27, Americans with Disabilities Act of 1990, Title 2 US Code of Federal Regulations Part 200, Uniform Administrative Requirements: Cost Principles and Audit Requirements ("Uniform Guidance") and NJ circular 15-08 OMB. Contractor agrees to provide a copy of an agency audit on an annual basis in compliance with subpart F audit requirements of uniform guidance (2 CFR 200.500).

### Anticipated Funding and Level of Service

The total anticipated funds available is **\$351,531.00** and must serve a contracted minimum number of 100 program participants in Hunterdon County and Somerset Counties.

Funding is dependent upon receipt of funds from the New Jersey Department of Labor and Workforce Development. There is no guarantee of funds or of contract extension. Funding recommendations will be made to the full board of the Greater Raritan Workforce Development Board and the Somerset County Board of County Commissioners for final review and approval.

The successful respondent must provide Pathways to Recovery programming through the funding time period ending January 31, 2023. The funds are indicated below. Responders are to check the County of Somerset website for addenda ([www.co.somerset.nj.us](http://www.co.somerset.nj.us)).

<b>Program</b>	<b>Anticipated Funds</b>
A. Participant Job Training in CPRS, Recovery Specialist and Related Fields	\$ 93,069.00
B. Participant Supportive Services, including uniforms, transportation and other related services	\$ 105,000.00
C. Participant Career Services for Career Readiness, Soft Skills Training and Related Costs	\$ 153,462.00
<b>Total Funds</b>	<b>\$ 351,531.00</b>

Collaboration

Any response to this Request for Proposals that involves more than one agency or entity must clearly state and identify the Lead Agency. Responses to this Request for Proposals must also clearly communicate the specific roles of partner organizations and detail the use of financial resources.

**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                           | February 4, 2022               |
| 2. Questions and Clarifications Due         | February 9, 2022               |
| 3. Final Interpretations and Addenda Issued | February 14, 2022              |
| 4. Proposal Due Date                        | February 25, 2022 at 2:00 P.M. |
| 5. Evaluation Completed                     | February/March 2022            |
| 6. Governing Body Action                    | March/April 2022               |

**2.2 Proposal Submission Information**

Submission Date and Time:  
**February 25, 2022 at 2:00 P.M.**

One (1) Original ***signed in ink*** & three (3) copies.

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

**Submission Office:**

Office of the Purchasing Agent  
 Administration Building – 3<sup>rd</sup> 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.***

The County disclaims any responsibility for proposals received late by regular or express mail. If the proposal is sent by express mail service, the designation must appear on the outside of the express mail envelope. Proposals received after the designated time and date will be returned unopened (no exceptions).

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 Greater Raritan Workforce Development Board  
27 Warren Street  
Somerville, NJ 08876

### **2.4 County Representative for this Solicitation**

Please direct all questions in writing to:

Melissa A. Kosensky, RPPO, QPA

Purchasing Agent

Voice: 908-231-7043

Fax: 908 575-3917

Email: [PurchasingDiv@co.somerset.nj.us](mailto: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](mailto: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**

- A. The respondent understands and agrees that its proposal is submitted on the basis of the specifications prepared by the County. The respondent accepts the obligation to become familiar with these specifications.
- B. Respondents are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by respondent should be promptly reported in writing to the Purchasing Agent. In the event the respondent fails to notify the County of such ambiguities, errors or omissions, the respondent shall be bound by the proposal.
- C. No oral interpretation of the meaning of the specifications will be made to any potential respondent. Every request for an interpretation shall be in writing, *addressed to the Purchasing Agent, referencing the Contract Name and Contract Number in the subject line*, at [PurchasingDiv@co.somerset.nj.us](mailto:PurchasingDiv@co.somerset.nj.us). In order to be given consideration, written requests for interpretation and or clarification must be received at last three (3) business days prior to the date fixed for the opening of the proposals.

D. All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and RFP documents, and shall be acknowledged by the respondent by completing the Acknowledgement of Receipt of Addenda form. The County's interpretations or corrections thereof shall be final.

Pursuant to N.J.S.A. 40A:11-23(c)(1) when issuing addenda, the owner shall provide required notice prior to official receipt of proposals to any person who has submitted a response or who has received a RFP package. They will be sent via electronic transmissions to those known recipients of the RFP specifications.

E. Discrepancies in RFP's

1. If the amount shown in words and its equivalent figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.

2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit price shall prevail. In the event there is an error of the summation of the extended totals, the computation by the County of the extended totals shall govern.

## **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.

### **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 may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. as administered by the Division of Purchase & Property Contract Compliance and Audit Unit (Division) and provided below. The contract will include the language included as attachment A in this specification.

#### **1. Goods, Professional Services and Service Contracts**

Each 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:

- i. A Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the letter must be provided by the vendor to the Public Agency and Division. This approval letter is valid for one year from the date of issuance.
- ii. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27 et seq. The vendor must provide a copy of the Certificate to the Public Agency 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
- iii. The successful respondent shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a check or money order for \$150.00 made payable to "Treasurer, State of New Jersey" [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance)

The form shall be properly executed.

### **2.8.3 New Jersey Anti-Discrimination – N.J.S.A. 10:2-1**

There shall be no discrimination against any employee engaged in the work required to produce the goods and services covered by any contract resulting from this bid, or against any applicant to such employment because of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality. This provision shall include, but not be limited to the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this RFP.

### **2.8.4 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.

### **2.8.5 Ownership 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.

### **2.8.6 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.

### **2.8.7 Proof of N.J. Business Registration Certificate N.J.S.A. 52:32-44**

Pursuant to N.J.S.A. 52:32-44, Somerset County ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time of contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered in the State. Any questions in this regard can be directed to the Division of Taxation at (609) 292-6400. Form NJ-REG can be filed online at [www.state.nj.us/treasury/revenue/busregcert.shtml](http://www.state.nj.us/treasury/revenue/busregcert.shtml).

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25.00 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

#### Emergency Purchases or Contracts

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

### **2.8.8 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](http://www.elec.state.nj.us).

### **2.8.9 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.

## **2.8.10 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.

### **2.8.11 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.

### **2.8.12 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.

### **2.8.13 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.

### **2.8.14 Prompt Payment – Goods & Services– P.L. 2019, C.127 (LFN 2019-02 1/23/19)**

P.L. 2018, c. 127 establishes a prompt payment requirement that applies to goods and services contracts a contracting unit awards to a "business concern" under the Local Public Contracts Law (LPCL). The law applies to all goods and services contracts awarded on or after February 1, 2019 (the law's effective date) regardless of dollar amount and any contracts requiring either a single payment or multiple payments. The law does not change the prompt payment requirements for improvements to real property and structures as set forth in N.J.S.A. 2A:30A-1 et seq. and described in LFN 2006-21. The law defines "Business Concern" as any person engaged in a trade or business, including a private nonprofit entity operating as an independent contractor, providing goods and services directly to a contracting unit or to a designated third party and operating pursuant to a contract with a contracting unit which requires either a single payment or multiple payments, but shall not include a "public utility" as defined in N.J.S.A. 48:2.13.

## **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 Reserved**

## **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](http://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](http://www.irs.gov/pub/irs-pdf/fw9.pdf)

### 3. SCOPE OF WORK (SOW)

#### 3.1 BACKGROUND

Through policy, oversight, and planning the Greater Raritan Workforce Development Board (GRWDB) ensures that workforce training and education in Hunterdon and Somerset Counties are responsive to and meet the needs of employers and job seekers. This mission and vision include all types of businesses and all job seekers. The GRWDB Pathways to Recovery program will expand the network of partners and the career seekers being assisted as well as those who can be co-enrolled in system programs.

The GRWDB employs staff to work collaboratively with system partners and community stakeholders to address the short- and long-term workforce needs of employers and job seekers in Hunterdon and Somerset counties. This includes ensuring that these two target groups are connected to a sustainable and robust local economy. A separate and active set of some 60 community individuals help undergird this work in four separate committees which use metrics and real-time participant feedback to propose program direction and goals. Staff, board members, and system stakeholders work to actively engage all community members in workforce opportunities, including new programs that will help meet the needs of sometimes-overlooked groups. This type of system alignment is crucial to the success of the GRWDB Pathways to Recovery program.

The GRWDB Pathways to Recovery program aligns with the area's strategic priorities:

- **Focus on sector strategies consistent with the New Jersey State (Economic Development) Plan and the New Jersey Combined (workforce development) Plan.** The state and local plans focus on expanding who is assisted with career-related programs and encourage co-enrollment in the system's different program. Participants in the Pathways to Recovery program reflect an opportunity to assist more people and introduce them to the system's array of programming.
- **Build strategic alliances with partners.** A key element in the GRWDB Pathways to Recovery program is leveraging the existing relationships the board has with different community businesses and organizations and expanding outreach to existing community organizations which hadn't previously identified how they can connect their clients to career-related programming. This includes identifying businesses which have opportunities to employ program participants as well as having partners help the GRWDB identify eligible participants.
- **Focus strategies on career paths versus simply employment.** The GRWDB Pathways to Recovery program focuses on two training initiatives: CPRS, recovery specialist and related fields; and in-demand occupations training available through the Greater Raritan One-Stop Career Training Center. This will give participants two viable tracks to consider. In addition, all program participants will be enrolled in SkillUp Greater Raritan, an online portal currently being used by more than 2,000 residents in the two counties. Program participants will be able to use the portal's Career Pathways tools to create their own structured learning experience or utilize a specially crafted menu of courses in the portal or use a combination of the two methods to as they work to reach their career goals. Participants will each receive a six-month access to the portal, which will allow them to continue to supplement their learning and career experiences.
- **Recognize that some participants may need supportive services.** The GRWDB recognizes that equity of access and previous individual and/or group experiences can be a barrier for some working to build or rebuild a career. The Pathways to Recovery includes supportive services funding, aimed to assist program participants in whatever resource-building is needed.

#### 3.2 INTENT

The GRWDB is committed to expanding the development of employment opportunities for residents of Hunterdon and Somerset Counties. The Board and the staff, in accordance with the Local Area Plan, know that the opportunity to introduce the GRWDB Pathways to Recovery program will further the Board's strategic priorities. The Board and staff continue to build alliances with partners, have an excellent marketing/outreach plan and have a standing in the community where Board staff are recognized as local workforce development experts.

The goal of the GRWDB Pathways to Recovery program is to put a minimum of 100 eligible residents of Hunterdon and Somerset counties on sustainable career pathways through training, related career services and related supportive services.

### **3.3 PROGRAM DESCRIPTION**

GRWDB's Pathways to Recovery program will strive to improve opportunities for opioid-impacted participants. This program will be led by a team comprised of a GRWDB Pathways Navigator (full-time) and a GRWDB Pathways Project Coordinator (part-time) working with a local service agency or agencies who contract with the GRWDB to provide career training, supportive services, and career services.

The GRWDB Pathways to Recovery Program will offer a comprehensive array of free employment services, such as the development of an Individual Employment Plan with personalized, one-on-one guidance throughout the job search and application process, direct links to hiring employers and ongoing employment support once employment is attained. To assist participants in increasing marketable experience, Pathways to Recovery will offer education and training in a broad range of fields and offer the opportunity to earn credentials and attain employment in in-demand occupations.

As the lead agency and overall coordinator of the grant, the GRWDB Pathways to Recovery Team (GRWDB Team), working with contracted provider, will recruit and enroll participants in the program, ensure WIOA Dislocated eligibility within 30 days, obtain supporting documentation within 30 days of program, complete enrollment in 30 days, and ensure all participants are enrolled in America's One-Stop Operating System (AOSOS). An orientation for all pre-screened individuals will be conducted by the GRWDB Navigator in collaboration with the contracted partners to ensure program requirements are met and training requirements are clearly understood. The Navigator staff that will support the program with responsibilities for outreach and vendor service, as well as provide direct service to connect applicants to other appropriate services and One-Stop Career Center Counselors. The GRWDB Team will ensure that no training, career services, or supportive services are provided prior to WIOA Dislocated Worker enrollment. Applicants will be co-enrolled in WIOA Dislocated Worker programs/services.

Individual Employment Plans (IEPs) will be completed by the GRWDB Navigator, along with preliminary AOSOS entry during the first 30-days of enrollment in the program and updated regularly. Participants who require additional services will be offered/referred to mentorship and/or job coaching services through the contracted partner. All participants will be tracked and provided with follow up services for one year to encourage retention.

#### **3.3.1 DELIVERABLES**

- a. **PARTICIPANT JOB TRAINING**: Participants interested in working in the field of behavioral health will work with the program's contracted provider to pursue a comprehensive educational and credentialing track that prepares individuals to work in New Jersey with either addiction, prevention, or mental health certifications. This shall include Certified Peer Recovery Specialist (CPRS), Certified Recovery Support Practitioner (CRSP) or Community Health Worker (CHW) Registered Apprenticeship program. It shall also include an internship with additional work experience, a practicum, education, supervision, and on-the-job training that meets the required internship hours to earn the appropriate certification.
- b. **SUPPORTIVE SERVICES**: The contracted partner shall be responsible for helping to maintain and update program participants' files and signing supportive service forms. Supportive services shall be provided by the contracted partner and tracked based on the IEP. Supportive services may include transportation, uniforms, digital support and other related services that assist the program participant in completing the program and attaining and maintaining employment.
- c. **CAREER SERVICES**: Participants shall be enrolled by the contracted partner in career readiness and soft skills training and provided with meaningful education about their workplace rights and responsibilities and training in marketable job skills that will lead to long-term career paths. The contracted partners will ensure that all participants are enrolled in the Greater Raritan SkillUp

program, complete the program's career pathway portal, and complete SkillUp coursework to support their career goals. The contracted provider shall provide mentorship and/or job coaching services and refer participants to Greater Raritan One-Stop Training Center counselors for additional career-related services and/or enrollment in WIOA Dislocated Worker program/services as appropriate. The contracted provider shall submit a curriculum outlining the components for this, including the hours associated for completing each component. This training will focus on basic skills instruction, workforce readiness instruction and occupation-specific instruction and incorporate the SkillUp Greater Raritan platform. The contracted provider shall provide monthly updates on these services to the Navigator for AOSOS and IEP updates.

- d. The contracted partner shall work in collaboration with the GRWDB Team and participate in regularly scheduled meetings to ensure participant updates are provided in a timely fashion, and that program reaches its participant training goals within the contract period.
- e. By partnering with employers and working with NJDOL, the contracted partner shall ensure the training provided through the program allows participants to gain the necessary work and related experiences to obtain either addiction, prevention, or mental certification and/or employment. The GRWDB Team shall also ensure the other available training opportunities aligns with in-demand occupations, and that career-related training provides the essential skill, work readiness preparation required for success in the labor market.
- f. The Pathways to Recovery program in Hunterdon and Somerset counties will attain a minimum of 100 participants enrolled in the program and who must be provided with assessment/registration, IEP, career/training/supportive services. The GRWDB Team and the program's contracted partner shall work collaboratively to provide career/training/supportive services and administer the program. The GRWDB and its contracted partner shall have the outcome of having at least 80 percent of all participants placed into unsubsidized employment and at least 60 percent of those placed in employment will be retained for at least 90 days.

### **3.4 PROGRAM ELIGIBILITY AND RECRUITMENT**

The 100 participants shall meet the eligibility requirements including:

- Being residents of Hunterdon/Somerset counties
- Directly or indirectly impacted by the opioid crisis (determined via the question leading with the statement, your answer to this question is voluntary: Do you, a friend, or any member of your family have a history of opioid use? Please answer "Yes" or "No".)

The GRWDB Team shall also ensure that participants meet one of the criteria outlined in the grant's requirements:

- A dislocated worker
- An individual temporarily or permanently laid off because of the opioid crisis
- A long-term unemployed individual
- A self-employed individual who became unemployed or significantly underemployed as a result of the opioid crisis.

***The participant needs to have a willingness to complete identified training and obtain employment.***

For the purpose of this program, long-term unemployed is defined as any individual who is: unemployed at time of eligibility determination; and has been unemployed for 15 or more nonconsecutive weeks over the last 26 weeks; and has made specific efforts to find a job. Or the participant is significantly underemployed at time of eligibility determination; and has or had been unemployed for 15 or more nonconsecutive weeks over the last 26 weeks; and has made specific efforts to find a job with self-sustaining wages/hours. For this definition, 30 hours or more constitutes a week and does not include individuals who have held part-time jobs on a regular basis during the last 26 weeks. For those underemployed at the time of eligibility determination, significantly underemployed may include a circumstance where the individual has obtained part time work of no more than 20 hours per week that does not provide self-sustaining wages, or the individual has obtained temporary subsidized employment.

As the program lead, the GRWDB shall work collaboratively with the following partners to identify program participants:

- New Jersey Department of Labor and Workforce Development
- One-Stop Career Center Employment Services and Business Representatives
- Hunterdon Educational Services Commission, Division of Vocational Rehabilitation
- Raritan Valley Community College
- Community Services Block Grant
- Somerset County Division of Social Services
- Hunterdon County Division of Social Services
- Hunterdon County Department of Human Services
- Somerset County Department of Human Services
- Greater Raritan One-Stop Career Training Centers
- Hunterdon County Educational Services Commission

Additionally, the GRWDB shall work with non-profit organizations, County offices, reentry service providers, law enforcement, faith-based organizations, schools, business organizations to find program participants and employers who would be willing to work with the participants.

The GRWDB recognizes the difficulty that programs state-wide, as well as locally are encountering because of the COVID pandemic, with lower numbers of participants seeking the services offered through the Board and the One-Stops. With that knowledge, the GRWDB will commit to rolling out an inclusive outreach campaign that will include traditional methods as well as innovative efforts in working with the community to expand our efforts. The GRWDB has a strong background in marketing and providing outreach for programs and services that includes a robust email recipient list, virtual programming independently broadcast as well as in partnership with community partners including chambers, libraries, and service providers, frequent press release postings, and membership in community commissions, councils, and committees. In addition, the GRWDB has an engaged group of committees; Operations, Literacy, Disabilities and Youth, which keeps the Board's work front and center with service providers, county representatives and community members. The contracted partner shall be a vital partner in this outreach effort, participating in virtual and in-person events as needed and helping to identify eligible candidates and help start them in the enrollment process.

The GRWDB Pathways Navigator will ensure participants establish WIOA Dislocated Worker eligibility and provide need documentation within 30 days of program enrollment and also ensure that no services are provided prior to enrollment. The Navigator will ensure that participants are enrolled in AOSOS with the Greater Raritan One-Stop Career Training Center and that Individual Employment Plans are completed in the first 30 days of enrollment. The contracted provider will provide updates to the Navigator for AOSOS entry, including providing career services and providing and tracking supportive services needs identified in the IEP.

### **3.5 REQUIRED PROGRAM POLICIES**

All partners must have policies in place that prohibit discrimination against consumers who are assisted in their prevention, treatment and/or recovery from substance use disorders and/or mental illness with legitimately prescribed medication/s.

All Partners agree that they will not discriminate in their employment practices or services on the basis of gender, gender identity and/or expression, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under State or Federal law. Partners must assure that they have policies and procedures in place to address these issues, and that such policy and procedures have been disseminated to their employees and otherwise posted as required by law. Partners further assure that they are currently in compliance with all applicable State and Federal laws and regulations regarding these issues. All programs, services, technology, and materials are physically and programmatically accessible and available to all. Staff members will provide services to all, regardless of range of abilities, mobility, age, language, learning style, or comprehension or education level. All Parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for a WIOA title I Adult program. Partners will target recruitment of special populations



that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient, and English language learners.

All Parties agree to abide by all applicable Federal, State, and local laws and regulations regarding confidential information, including personal identification information (PII) from educational records, such as but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR part 99, and 34 CFR 361.38, as well as any applicable State and local laws and regulations. In addition, in carrying out their respective responsibilities, each Party shall respect and abide by the confidentiality policies and legal requirements of all of the other Parties. Each Party will ensure that the collection and use of any information, systems, or records that contain PII and other personal or confidential information will be limited to purposes that support the programs and comply with applicable law. Each Party will ensure that access to software systems and files under its control that contain PII or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein and will comply with applicable law. Each Party agrees to take measures to ensure that no PII or other personal or confidential information is accessible by unauthorized individuals.

### **3.6 REQUIRED AGENCY INFORMATION**

Each agency's proposal must detail the following:

1. Agency's mission and how it relates to the operation of programming for those impacted by the opioid epidemic.
2. Agency's experience working with people impacted by the opioid epidemic as defined in Section 3.3 Program Description. The agency must detail its capacity to identify issues that are hindering program participants from succeeding in the program as well as its capacity to provide solutions.
3. Agency experience and how its linkages between communities, other health and social-service agencies and work experience with past clients will result in positive outcomes and increased employability for participants.
4. Agency's plan to provide services that are culturally responsive to the possible program participants.
5. Agency's timeframe for program start-up.
6. Agency's staffing plan for proposed programming, including job descriptions and staff supervision/reporting structure.
7. Agency's proposed plan for identifying program participants. This plan must be specific and detail municipalities and/or locations to be targeted, and how it will work with the GRWDB Team and system partners. This shall include specific types of outreach that can be made, whether virtually and in-person, detailing where, when and how that engagement can take place.
8. Agency's proposed plan for providing job training for participants interested in pursuing a comprehensive educational and credentialing track that prepares individuals to work in New Jersey with either addiction, prevention, or mental health certifications. This should include Certified Peer Recovery Specialist (CPRS), Certified Recovery Support Practitioner (CRSP) or Community Health Worker (CHW) Registered Apprenticeship program. This should include an internship with additional work experience, a practicum, education, supervision and on-the-job training that meets the required internship hours to earn the appropriate certification.
9. Agency's proposed plan for providing supportive services to program participants. These funds will be used to provide uniforms, transportation, and other related supported services.
10. Agency's proposed plan to provide career readiness and soft-skills training for program participants, along with mentorship and/or job coaching services, whether virtually or in person. The plan must detail referral process to Greater Raritan One-Stop counselors for additional career-related services and/or enrollment in WIOA Dislocated Worker program/services as appropriate. The plan must include a curriculum outlining its components, including the hours associated for completing each component. This training will incorporate elements of SkillUp Greater Raritan and focus on basic skills instruction, workforce readiness instruction, occupation-specific instruction. In addition, the agency must detail how it will

address program participants who are not meeting the goals of the career services components. The plan also must detail how the agency will provide monthly updates on all participants' services to the GRWDB.

11. Agency's proposed budget, using the Detailed Budget Form provided (Attachment A). Agency may provide a narrative to accompany the Detail Budget Form. As agency's prepare proposed budgets, they must note that the Pathways to Recovery program services will not be reimbursed on a fee-for-service per customer model. Start-up costs, capital expenditures and renovation costs are not allowable expenses. This will apply to the purchase of furniture, filing cabinets, cubicle partitions, carpet cleaning, painting, alarm systems, window replacement, etc. In addition, transportation costs can only be reimbursed for mileage at the rate approved by the state of New Jersey, which is currently .58 per mile. This reimbursement rate is subject to change as it is established by the County of Somerset. Reimbursement for gas and the purchase and/or lease of cars is not permitted under the grant. Please note that allowable expenditures for Career Services wages include the following: identifying potential work experience opportunities; working with employers to identify work opportunities and develop work experiences; working with employers to ensure a successful work experience; evaluating the work experience; conducting work experience orientations; classroom training and orientation for employers.
12. Agency must certify that it will be in full compliance with policies outlined in Section 3-4.
13. Agency must detail its internal system that will be used to report programmatic activities and report fiscal activities to the GRWDB on a monthly basis and within the first five business days of the month.
14. Agency must certify that it will participate in monthly GRWDB Pathways to Recovery meetings coordinated by the GRWDB Project Coordinator.
15. Agency must certify that it will participate in the program monitoring process, including an on-site visit.
16. Agency must certify that it will maintain an individual file on each participant that includes, but is not limited to completed intake form, case notes, attendance records, assessments, completed resume, copy of credential earned, completed program forms and other program forms as mandated by NJDOL. Files must be maintained for 7 years after program completion.

**ATTACHMENT A**

**BUDGET INFORMATION SUMMARY EXPENSE FORM**

Agency Name: \_\_\_\_\_

Program: \_\_\_\_\_

Budget Period: \_\_\_\_\_

<b>BUDGET CATEGORY</b>	<b>Career Training</b>	<b>Supportive Services</b>	<b>Career Services</b>
<b>A. PERSONNEL</b>			
<b>Salaries</b>			
<b>Fringe</b>			
<b>B. MATERIALS/SUPPLIES</b>			
<b>C.SUPPORTIVE SERVICES</b>			
<b>D. TRANSPORTATION</b>			
<b>E. PARTICIPANT STIPENDS</b>			
<b>F. CREDENTIAL/JOB TRAINING PROGRAMMING</b>			
<b>G. CONSULTANT/PROFESSIONAL SERVICES</b>			
<b>H. OTHER</b>			
<b>I. TOTAL OPERATING COSTS</b>			

Completed by: \_\_\_\_\_

Signature: \_\_\_\_\_

**BUDGET EXPENSE DETAIL  
PERSONNEL**

Agency Name: \_\_\_\_\_

Program: \_\_\_\_\_

Budget Period: \_\_\_\_\_

<b>TITLE/NAME OF EMPLOYEE</b>	<b>HRS/ WEEK</b>	<b>JOB TRAINING</b>	<b>CAREER SERVICES</b>	<b>TOTAL PROGRAM FUNDS</b>
<b>Total Fringe Benefits _____%</b>				
<b>FICA</b>				
<b>Medical</b>				

Completed by: \_\_\_\_\_

Signature: \_\_\_\_\_

**BUDGET  
SUMMARY CONTRACT  
EXPENDITURE DETAIL  
OTHER THAN PERSONNEL**  
(Use additional sheets if necessary)

Agency Name: \_\_\_\_\_

Program: \_\_\_\_\_

Budget Period: \_\_\_\_\_

	Pathways to Recovery Funds	Other Funds	Total Program Funds
<b>B. Materials/Supplies (Specify)</b>			
<b>C. Supportive Services</b>			
Uniforms			
Transportation			
Digital Needs			
Other (Specify)			
<b>D. Mileage at .58 per mile</b>			
<b>E. Participant Stipends</b>			
<b>F. Credential / Job Training Programming (Specify)</b>			
<b>G. Consultant/Prof. Services (Specify)</b>			
<b>H. Other (Specify)</b>			

Completed by: \_\_\_\_\_



## **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 Reserved**

### **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. Ownership 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**

Total overall costs to provide proposed services shall be based on the budget submitted with the proposal. 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<sup>24</sup> 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 term of this contract is January 17, 2022 – January 31, 2023 contingent upon the receipt of funds from the New Jersey Department of Labor. (Options to extend may be exercised by mutual agreement in accordance with terms of N.J.S.A. 40A:11-4.1 et seq.)

**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 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)
- 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
- Projected project plan and timeline (Gantt Chart)
- Authorization for Background Check
- License(s) or Certification(s) Required by the Specifications
- Disclosure of Activities in Iran – Prefer with RFP response. Required by law prior to award of contract.

**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 COUNTY COMMISSIONERS:**

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:

**Pathways to Recovery PY2021  
Participant Training, Career and Supportive Services  
CONTRACT #: CY-COM-0080-22**

**Provided Executed Attachment A**       **Yes**       **NO**

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.**

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

<b>ENTITY NAME</b>	_____		
<b>PARTNER NAME</b>	_____		
<b>ADDRESS 1</b>	_____		
<b>ADDRESS 2</b>	_____		
<b>CITY</b>	<b>STATE</b>	_____	<b>ZIP</b>

<b>ENTITY NAME</b>	_____		
<b>PARTNER NAME</b>	_____		
<b>ADDRESS 1</b>	_____		
<b>ADDRESS 2</b>	_____		
<b>CITY</b>	<b>STATE</b>	_____	<b>ZIP</b>

<b>ENTITY NAME</b>	_____		
<b>PARTNER NAME</b>	_____		
<b>ADDRESS 1</b>	_____		
<b>ADDRESS 2</b>	_____		
<b>CITY</b>	<b>STATE</b>	_____	<b>ZIP</b>

***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.

<b><u>TITLE OF ATTACHED DOCUMENTS OR WEBLINK</u></b>	<b><u>PAGE #</u></b>

***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](http://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: \_\_\_\_\_

**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](http://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**

**COUNTY OF SOMERSET, NEW JERSEY**  
**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 II 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, NEW JERSEY**

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, NEW JERSEY**

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Respondent hereby acknowledges receipt of the following Addenda:

<b>ADDENDUM NUMBER</b>	<b>DATE</b>	<b>ACKNOWLEDGE RECEIPT (Initial)</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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**

<b>Bidder Name:</b>	
---------------------	--

**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](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 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.

<b>Full Name (Print):</b>		<b>Title:</b>	
<b>Signature:</b>		<b>Date:</b>	