

COUNTY OF MORRIS



REQUEST FOR PROPOSALS

MORRIS HUD CONTINUUM OF CARE CONSULTATIVE NEEDS

CONTRACT NUMBER: RFP# 18-26

REQUESTING AGENCY: Morris County Department of Human Services

CONTACT PERSON: James J. Jorgensen, QPA
Office of Purchasing
Fax#: 973-829-0304

RFP SUBMISSION DEADLINE (DATE AND TIME): December 5, 2017 at 2:00 PM

RESPONDING COMPANY NAME: _____

COMPANY CITY/TOWN: _____ **STATE:** _____

LEGAL NOTICE

Separate sealed proposals will be received by the Purchasing Agent of the County of Morris on **December 5th, 2017 at 2:00 p.m.** prevailing time in the Office of the Purchasing Agent, Room 517, fifth floor, Administration & Records Building, Court Street, Morristown, New Jersey for:

MORRIS HUD CONTINUUM OF CARE CONSULTATIVE NEEDS

The specifications may be obtained at the Office of the Purchasing Agent, Room 517, fifth floor, Administration & Records Building, Court Street, Morristown, New Jersey.

Proposals must be enclosed in a sealed envelope bearing the name and address of the respondent and the words **“RFP 18-26 - Morris HUD Continuum of Care Consultative Needs”** addressed to the Purchasing Agent of the County of Morris.

The proposal must also be accompanied by a Non-Collusion Affidavit, a Corporate Disclosure Statement, and a Stockholders Certificate.

PROPOSAL PROPOSALS SHALL BE DELIVERED TO THE PURCHASING AGENT EITHER IN PERSON AT THE HOUR DESIGNATED, OR PREVIOUS THERETO, BY DELIVERY OR MAIL, AT THE MORRIS COUNTY PURCHASING DIVISION, ROOM 517, ADMINISTRATION & RECORDS BUILDING, PO BOX 900, MORRISTOWN, NEW JERSEY, 07963-0900. NO PROPOSALS SHALL BE ACCEPTED AFTER THE DESIGNATED TIME, AND MORRIS COUNTY WILL NOT ASSUME RESPONSIBILITY FOR PROPOSALS FORWARDED BY MAIL OR DELIVERY SERVICE.

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.

This Proposal is being solicited through a fair and open process, in accordance with N.J.S.A. 19:44A-20.4 et seq.

The vendor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

James J. Jorgensen, QPA, CCPO
Purchasing Agent
The County of Morris

1/T: 11/13/17

BEFORE YOU MAIL YOUR PROPOSAL BE SURE TO CHECK (initial each box):

1. That The Proposal is signed by the President, Vice President, or Authorized Representative.
2. That The Following Required Documents are properly executed, and included as directed.

DOCUMENT CHECKLIST		Bidder Initial Each Box
<input checked="" type="checkbox"/>	Proposal & Pricing Form – signed	
<input type="checkbox"/>	Mandatory Equal Employment Opportunity Language - read	
<input checked="" type="checkbox"/>	Business Registration Certificate (must be delivered prior to award)	
<input checked="" type="checkbox"/>	Disclosure Statement – sign	
<input checked="" type="checkbox"/>	Stockholder Disclosure Certification Form (Corporate Ownership) - sign	
<input checked="" type="checkbox"/>	Non-Collusion Affidavit Form - sign and notarize	
<input checked="" type="checkbox"/>	Affirmative Action Language Acknowledgement Form - sign	
<input checked="" type="checkbox"/>	Americans with Disabilities Act of 1990 Language – read and sign	
<input checked="" type="checkbox"/>	Disclosure of Investment Activities in Iran	
<input checked="" type="checkbox"/>	Addenda Acknowledgement Form - sign	
<input type="checkbox"/>	Specifications Technical – read in entirety	

- Means Respondent to read the item(s)

- Means Respondent **to provide the required form(s) fully executed**

NOTE:

- 1) The required forms when not properly executed and returned can result in rejection of this proposal
- 2) Respondent understands that the specifications herein are incorporated into and fully part of any contract as may be awarded as result of this proposal submittal.
- 3) All questions pertaining to this request must be submitted in writing to the Purchasing Agent via email at jjorgensen@co.morris.nj.us or via fax to (973) -829-0304, no later than five (5) business days prior to the submission due date deadline posted on the cover of this document.
- 4) Please provide one (1) original submission, three (3) photocopies, one (1) CD Rom or Flash-drive electronic copy (the electronic copy must be clearly marked with the RFP # and name of the submitting organization.
- 5) IMPORTANT: REQUIRED FORMS HEREIN SHALL NOT BE SUBMITTED DOUBLE SIDED

Respondent Signature:

CONTACT INFORMATION

The undersigned attests that the information provided herein is true and in-fact, and further states an understanding of the scope of work and services required with this request for qualifications.

Name of Firm/Organization: _____

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

Address: _____

Phone Number: _____ Fax: _____

Email Address: _____

Alternate Contact Name: _____ Title: _____

Phone Number: _____ Fax: _____

Email Address: _____

SELECTION PROCESS - All responsive submissions will be reviewed. Firms may be invited to participate in interviews, which if held, shall be taken into account in evaluating qualifications of respondents. The office in its discretion shall make the determination of whether interviews are necessary.

The County of Morris reserves the right to conduct interviews and request presentations from any respondents. Any cost incurred by the vendor/supplier is the responsibility of the vendor/supplier and cannot be charged to the County unless previously agreed to by the County of Morris in writing.



CORPORATE DISCLOSURE STATEMENT

The undersigned is an: INDIVIDUAL | PARTNERSHIP | CORPORATION
(Please circle above designation to indicate organization type)

Under the laws of the State of _____

having principal offices at _____

RESPECTFULLY SUBMITTED BY _____

(Name of Corporation, Partnership or Individual)

WITNESS: ADDRESS _____

TELEPHONE: _____

S/ _____ SIGNATURE: _____

POSITION: _____ POSITION: _____

SSAN (If Individual): _____

FED ID# (IF Incorporated): _____

DATE: _____

DATE: _____

NOTE: If Contractor is a **CORPORATION**, this proposal must be executed by its president, attested to by its secretary or assistant secretary, with the corporate seal affixed thereto. This proposal may be executed and attested to by other than the aforesaid corporate officers if they have been duly authorized to so act in behalf of the Contractor, pursuant to a resolution of the Corporate Board of Directors, or other authorization equivalent thereto. In that event, a certified copy of said resolution or authorization shall be attached to this proposal.

If Respondent is a **PARTNERSHIP**, then this proposal must be signed by at least one partner.

If Respondent is an **INDIVIDUAL**, please indicate Social Security Number in space provided above.

OWNERSHIP DISCLOSURE STATEMENT

INSERT LEGAL NAME OF BIDDER/RESPONDENT: _____

List the names and addresses of all stockholders who own ten (10%) percent or more of the above company's stock, and if there are No Stockholders of 10% or More, check the second box below. If one or more such stockholders or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, must also be listed. If submittal is for a non-profit 501(c)(3), or similar non-profit organization, supply copy of the IRS notice.

The disclosure shall be continued until names and addresses of every person who is a non-corporate stockholder, or individual partner, exceeding the 10% ownership criteria established in this act, has been listed, in full compliance with Chapter 33 of the New Jersey Public Laws of 1977. (DO NOT LIST COMPANY OR CORPORATIONS AS STOCKHOLDERS)

BIDDER/RESPONDENT MUST CHECK THE APPROPRIATE ORGANIZATIONAL DESIGNATION:

- Partnership; Corporation Limited Liability Corporation Limited Partnership Sole Proprietorship;
- Limited Liability Partnership Subchapter S Corporation; **501(c)(3) or Other**, please list _____

BIDDER/RESPONDENT MUST CHECK THE APPROPRIATE BOX:

- I certify that the **list below** contains the names and addresses of all **stockholders holding 10% or more** of the issued and outstanding stock of the undersigned.
- I certify that **no one stockholder** owns 10% or more of the issued and outstanding stock of the undersigned.
- Publicly Traded - For publicly traded entities to comply with N.J.S.A. 52:25-24.2 they may submit the name and address of each publicly traded entity, and the name and address of each person holding 10% or more beneficial interest in the publicly traded entity as of the last the last annual filing with the Security Exchange Commission (SEC), or foreign equivalent

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

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

Stockholder Name _____

Address _____

Stockholder Name _____

Address _____

Stockholder Name _____

Address _____

Stockholder Name _____

Address _____

Stockholder Name _____

Address _____

(Note: Attach additional pages if necessary)

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer;

(Respondent/Respondent Authorized Signature)

(Date)

(Print name of authorized signatory)

(Title)

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 Respondents 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 photocopy 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 photocopy of such approval.

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

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

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

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

The undersigned vendor further understands that his/her proposal 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: _____

**PLACE HERE
A COPY OF THE
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

VOID



State Treasurer

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

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

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

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

DEFINITIONS

FORM OF CONTRACT

The form of contract which will be signed by the successful respondent shall be that as furnished by the County Counsel, a copy of which is on file with the Morris County Purchasing Division and may be inspected by any of the Respondents upon request.

CORPORATION OWNERS OR STOCKHOLDERS

In accordance with Chapter 33 of the Public Laws of 1977, the vendor shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein.

QUALIFICATION OF THE RESPONDENT

The respondent must be an established concern in the business of providing the product proposal and must satisfactorily prove to the County Purchasing Agent, upon request, that he has adequate facilities to perform all requirements in event of award.

RIGHT TO KNOW LABELING

All containers, including shipping cartons, shall bear a label indicating the chemical name(s) and Chemical Abstract Service number(s) of all hazardous substances, and all other substances which are among the five (5) most prominent substances in the container, or their trade secret registry number (N.J.A.C. 8:59-5).

Container means a receptacle used to hold a liquid, solid or gaseous substance such as bottles, bags, barrels, boxes, cans, cylinders, drums and shipping cartons (N.J.A.C. 8:59-1.3).

BRAND NAME USAGE

In those cases where a manufacturer's brand name and model number are used to describe the basic standard or quality desired by the County, equivalent alternatives may be proposal, unless the proposal is proprietary as described in New Jersey Local Public Contracts Law. The respondent must prove to the County's designated project manager or departmental director that the substituted alternative is an equivalent. The County reserves the right to determine equivalency. If the vendor fails to submit evidence of equivalency with the proposal submittal, it will be cause for rejection of the proposal.

OPERATIVE LAW

By the submission of a bid in this matter, bidder agrees (a) that the law of the State of New Jersey shall be the operative law in this bid and in any subsequent contract or related matter, and (b) that the bidder submits to the jurisdiction of the courts of the State of New Jersey as to any claims or disputes arising out of this bid or any subsequent contract based on this bid. This provision shall govern in spite of language to the contrary in any submitted bid, supporting documentation or contract language submitted with or subsequent to the bid.

GENERAL INSTRUCTIONS TO RESPONDENTS

1. It shall be understood by the respondent that the proposal is submitted on the basis of specifications prepared by the County, and the fact that any respondent is not familiar with the specifications or conditions will not be accepted as an excuse for the respondent's failure to comply with the specifications.
2. Respondents must use the proposal form furnished by the County when submitting their proposals. Each proposal must be signed in ink or ball point pen by a person authorized to do so.
3. The Morris County Board of Chosen Freeholders shall award a contract or reject proposals within sixty (60) days, except that the proposals of any Respondents who consent thereto may, at the request of the County, be held for consideration for such longer period as may be agreed.
4. In case of default by the respondent, the County reserves the right to purchase services on the open market and hold the respondent responsible for any losses resulting from the respondent's default.
5. Affirmative Action Requirements: The provisions of Chapter 127, Public Laws of 1975, are applicable to this contract. Respondents are required to comply with the statutes.
6. Prices/percentages quoted on the proposal form must remain firm for a period of sixty (60) days after receipt of proposals unless stated otherwise in the specifications.
7. Stockholder's Certificate: In accordance with Chapter 33 of the Public Laws of 1977, each respondent shall complete the Stockholder's Certificate/Statement of Corporate Ownership which forms part of the proposal package. New Jersey State Law requires rejection of any respondent not completing the form.
8. Respondents must complete and sign Public Disclosure Form, Stockholder's Statement, and Non-Collusion Affidavit, and include them as part of his/her proposal. Failure to supply these documents shall be cause for rejection of proposal.
9. Respondent must be an established concern in the business of providing the product/service proposal and must prove to the County Purchasing Agent's satisfaction, upon request, that he has adequate facilities to perform all requirements in event of award.
10. Prices shall be net, and include all charges for furnishing all the material and/or labor described in the specifications. Prices will include charges for packing, crating, containers, etc. and all transportation charges fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the County.
11. No additional charges will be allowed for any transportation costs resulting from partial shipments at the vendor's convenience when a single shipment is ordered. All prices shall be less Federal Excise and State sales tax.
12. Respondents shall comply with 40A:11-18, Local Public Contract Law: American goods and products to be used where possible.
13. Failure to supply all necessary legal documents to the Purchasing Department within fourteen (14) days of notification of award of contact may be cause to reject proposal.
14. The form of contract which shall be signed by the successful respondent shall be that as furnished by County Counsel, a copy of which is on file with the Morris County Purchasing Division and may be inspected upon request.
15. All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the County. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.
16. The successful respondent shall maintain sufficient insurance to protect against all claims under Workers' Compensation, general liability and automobile. Certificates shall be subject to approval for adequacy of protection. Certificates shall be provided to the County when requested.
17. Equal or tie proposals: The County of Morris reserves the right to award at its discretion to any one of the Respondents.
18. Payments will be made upon the approval of a signed purchase order or voucher, and invoices submitted by the successful respondent, in accordance with the requirements of the Board of Chosen Freeholders and subject to the Board's customary procedures.

19. The County of Morris is exempt from any State sales tax or Federal excise tax.
20. The successful respondent agrees to protect, defend, and save harmless the County against damage of payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract.
21. The successful respondent will protect, defend, indemnify and hold harmless the County of Morris, the Board of Chosen Freeholders, their Employees, Agents and Servants from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities, arising out of or resulting from the performance of the work or the completed operations provided that any such claim, loss or expense is attributed to bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property including the loss of the use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Contractor and Sub-contractor (s), anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable.
22. In any and all claims against the County of Morris or any of their Agents or Employees, by an employee of the Contractor or any Sub-Contractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of the Contractor shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for any contractor or any Sub-Contractor under Worker's Compensation Acts, Disability Benefits Acts, or other Employee Benefits Acts.
23. Where circumstances and/or the needs of the County significantly change, or the contract is otherwise deemed no longer to be in the public interest, the County of Morris may modify quantities or terminate a contract entered into as a result of this bid, upon no less than thirty (30) days' notice to the vendor.
24. All contracts awarded by the County are subject to the availability of proper funding, and should funding not be available the contract shall terminate accordingly.
25. Prevailing Wage Rates: The provisions of Chapter 150 of the Laws of 1963, as amended by Chapter 64 of the Laws of 1974, New Jersey Statutes, prevailing wage rates of public contracts, as determined by the Department of Labor and Industry, may be applicable to this contract. Please contact Purchasing Agent if unsure.
26. Quantities shown are approximate, and the County reserves the right to increase or decrease quantities by 20% at the unit price bid. Bidders agree to permit any agency receiving County funds to purchase additional items at the quoted bid price.
27. In the event Morris County Offices are closed, bids will be accepted on the next day that offices are opened, at the same location and the same time.
28. Reasonable efforts will be taken by Morris County to keep information of a confidential or proprietary nature confidential during and after the procurement process as permitted by law, when such information is properly identified by the Proposer.
29. This Proposal is being solicited through a fair and open process, in accordance with N.J.S.A. 19:44A-20.4 et seq.
30. Source of specifications/bid packages: Persons who receive advertisements, bid/proposal documents, revisions or addenda to advertisements or bid/proposal documents from a secondary source, such as a bidding service, do so at their own risk as to the timeliness, completeness and accuracy of the information they receive. The County is not responsible for sending notices of revisions or addenda to advertisements or bid/proposal documents to anyone who receives the advertisements or bid/proposal documents from a secondary source and of whom the County is not aware.

PROOF OF BUSINESS REGISTRATION

Pursuant to N.J.S.A. 52:32-44, each respondent (contractor) and any listed sub-contractor, is required to be registered at or before time of proposal opening. Proof of registration shall be a copy of the respondent's Business Registration Certificate (**BRC**), which must be submitted prior to contract award (BRC is obtained from the NJ Division of Revenue).

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

- 1) The contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor;
- 2) Prior to receipt of final payment from a contracting agency, the contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- 3) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.
- 4) A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

AS A PROFESSIONAL COURTESY AND TO SAVE TIME,
PLEASE SUBMIT A PHOTOCOPY OF YOUR BRC

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

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
70 NINETY SEVEN
TRENTON, N.J. 08646-9372

TAXPAYER NAME:	TRADE NAME
TAX REGISTRATION TEST ACCOUNT	CLIENT REGISTRATION
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:
970-097-382/500	0107230
ADDRESS:	ISSUANCE DATE:
847 ROEBLING AVE	07/14/04
TRENTON NJ 08611	
EFFECTIVE DATE:	
01/01/01	
FORM BRC(08-01)	

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

Americans With Disabilities Act
Equal Opportunity For Individuals With Disabilities

The Contractor and the County of Morris do hereby agree that the provisions of Title II of the *Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 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 thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the County pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with 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 County in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the County, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at 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 County's grievance procedure, the Contractor agrees to abide by any decision of the County which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the County or if the County incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the County assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of 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 County from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

Insurance Requirements for Vendors

I. Protection of Persons and Property

The Contractor shall protect all materials and equipment for which he is responsible, which is stored at the project site for incorporation in the work, or which has been incorporated into the work. He shall replace all materials and equipment which may be lost, stolen or damaged at his expense, whether or not such materials or equipment have entirely or partially been paid for by the County.

II. Insurance

a) The Contractor, prior to commencing work, shall provide at his own cost and expense, the following insurance to the County of Morris with insurance companies licensed to provide insurance in the State of New Jersey. Ensure that policies are underwritten by companies with a current A.M. Best rating of A- with a Financial Size Category of VII or better. Insurance shall be evidenced by Certificates and/or Policies as determined by the County of Morris. Each Certificate or Policy shall require that thirty (30) days prior to cancellation or material change in the policies, notice thereof shall be given to the Purchasing Agent, County of Morris, by registered mail, return receipt requested and for all of the following stated insurance policies.

All such notices shall name the Contractor and identify the contract number. Certificates of Insurance, with required endorsements attached, shall be delivered to the Purchasing Agent, County of Morris, prior to the commencement of the project. All Certificates of Insurance shall state that the County of Morris be carried as additional insured for this Contract.

b) General Liability

The Contractor shall provide Comprehensive General Liability Insurance with a combined single limit of \$1,000,000/\$2,000,000 aggregate for bodily injury and property damage. A "claims made" policy is not acceptable. This insurance shall indicate on the Certificate of Insurance the following coverages.

- Premises
- Operations
- Use of Independent Contractors and Subcontractors
- Products and Completed Operations
- Broad Form Contractual
- Broad Form Property Endorsement
- Fire Legal Liability, \$100,000

The insurance required under this section shall protect the Contractor and his Subcontractor(s), respectively, against damage claims which may arise from operations under this contract whether such operations are by the Insured or by anyone directly or indirectly employed by the Contractor and also against any of the special hazards which may be encountered in the performance of this contract. When such special hazards are encountered, the above coverages shall be provided with the elimination of the XCU exclusion from the policy or otherwise submit proof that XCU is covered.

c) Professional Liability

The Contractor shall provide a copy of a certificate verifying coverage of professional liability insurance applicable to services to be rendered under this agreement with limits of \$1,000,000 each claim and a \$2,000,000 aggregate.

d) Worker's Compensation and Employer's Liability Insurance

The Contractor shall provide proof of Worker's Compensation Insurance and be in compliance with the Compensation Law of the State of New Jersey. In the event any work is sublet, the Contractor shall require the Sub similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance. Employer's Liability: Limit of liability shall be a minimum of \$500,000.

e) Automobile Liability

Automobile liability insurance, with a combined single limit of liability per occurrence of \$1,000,000 for bodily injury, property damage.

This insurance shall include bodily injury and property damage with the following coverage.

- Owned Automobiles
- Hired Automobiles
- Non-owned Automobiles

e) Additional Insurance Requirements

All policies and Certificates of Insurance shall be approved by the County of Morris, Division of Risk Management prior to the inception of any work and shall contain the following:

- Insurers shall have no right of recovery or subrogation against the County of Morris, including its Agents and Agencies, it being the intention of the parties that the insurance policies so affected shall protect the parties and be primary coverage for any and all losses covered by the above described insurance.
- The insurance companies issuing the policy or policies shall have no recourse against the County of Morris including their Agents and Agencies as aforesaid for payment of any premiums or for assessments under any form of policy.
- The Contractor shall assume all responsibility for loss or damage to Contractor's materials, equipment and machinery involved under the contract.
- The Contractor shall assume all responsibility to save the County of Morris harmless from any loss or damage to all materials, equipment and machinery involved under this contract
- All Certificates of Insurance shall state that the County of Morris is carried as "an additional insured" for the purposes of the contract, and shall include Form CG 2010 & CG2037 attached or their equivalent as determined solely by the Morris County Risk Manager.

f) Maintenance

The Contractor shall submit an updated Certificate of Insurance to demonstrate continued renewal of insurance. During any period when the required insurance is not in effect, the County of Morris may suspend the work. The County may refuse to make payments due under this Contract or any other contracts with the County until the required insurance coverage is in effect. The County may use monies withheld to renew the insurance for the periods and amounts referred to above.

g) Indemnification

The Contractor shall defend, indemnify and hold harmless the County of Morris, the Board of Chosen Freeholders, their employees, agents, representatives and servants (collectively the "County") from and against any and all losses, penalties, claims, damages, settlements, judgments, verdicts, costs, charges, professional fees (including attorneys' fees and other expenses or liabilities including, but not limited to, the investigation and defense of any claims, arising out of or resulting from the performance of the Contractor's work or the completed operations provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury or to destruction of tangible property including the loss of the use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the Contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable (including a claim by an employee of the Contractor) regardless of whether it is caused in part by a party indemnified hereunder, and (c) is caused in whole or in part by Contractor's breach of any term evidencing an agreement between Contractor and the County or anyone directly or indirectly employed by Contractor for whose acts Contractor may be liable.

In any and all claims against the County of Morris, the Board of Chosen Freeholders, their Employees, Agents and Servants by any employees of the Contractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY
CG 20 10**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS SCHEDULED PERSON
OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE

Name of Additional Insured Person (s) Or Organization (s):	Locations of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II — Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf; in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insured’s, the following additional exclusions apply:

This insurance does not apply to “bodily injury” or “property damage” occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another Contractor or Subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY
CG 20 37**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE

Name of Additional Insured Person (s) Or Organization (s):	Location and Description of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II — **Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury” or “property damage” caused, in whole or in part, by “your work” at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the “products-completed operations hazard”.

COUNTY OF MORRIS
County of Morris, New Jersey Division of Purchasing
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Solicitation/Bid Number: _____ **Respondent:** _____

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 the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this 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 person or entity.

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 PL 2012, c. 25 ("Chapter 25 List") <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. 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 non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Division of Purchase under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

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

You must provide, 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 outlined above by completing the boxes below.

NAME: _____ Relationship to Respondent _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date: _____

Respondent/Offeror Contact Name _____ Contact Phone Number _____

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

Full Name (Print): _____ Signature: _____

Title _____ Date: _____

COUNTY OF MORRIS

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Respondent hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda were received:

Acknowledged for: _____
(Name of Respondent)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

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TECHNICAL SPECIFICATIONS TO FOLLOW



RFP 18-26 - MORRIS HUD CONTINUUM OF CARE CONSULTATIVE NEEDS

1. Introduction

The County of Morris is requesting proposals to provide technical assistance services to meet HUD Continuum of Care (CoC) application requirements as prescribed by Title IV of the McKinney-Vento Homeless Assistance Act.

2. Project Background

The Morris County Department of Human Services/Office of Community Development, in partnership with the Morris County CoC, aligns the CoC planning process to the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act, which amend the McKinney-Vento Homeless Assistance Act.

The Morris County Continuum of Care is required to be in compliance with HUD requirements submitted within the time frame set by HUD to successfully win funding that supports community homeless services.

The most recent annual Morris CoC application was awarded a total of \$1,780,503.

3. Project Description

The County seeks a qualified consulting firm (Consultant) with experienced principal staff to provide full technical assistance to County staff and the Morris County CoC Executive Committee.

This consultative service will ensure that all U.S. Housing and Urban Development (HUD) requirements are met per the 2017 Continuum of Care (CoC) Program Grant Agreement between the County of Morris and HUD.

The Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”) and the Continuum of Care Program rule (the “Rule”).

The purpose of this Project is to meet the HUD CoC requirements that allows the Morris County CoC to be granted HUD funding to support community homeless services for individuals, youth and families.

4. Scope of Services

2018 CoC SuperNOFA Application

Provide consultation and support to ensure the completion of the 2018 CoC SuperNOFA application.

a) Coordination Activities

Assist with the development of CoC meeting agendas, provide HUD information and advice during CoC meetings, participate in strategy development and implementation specific to HUD requirements that best positions the CoC for HUD funding.

Activities include the coordinated entry and HMIS processes.

b) HUD required Plans

Advise, facilitate and ensure completion of planning documents: Ten Year to End Homelessness Plan, Consolidated Plan as related to CoC, Annual Homeless Assessment Report (AHAR), and Point in Time data report.

c) Project Evaluation

As needed, guide and facilitate the local funding review selection process, update CoC application and funding priorities, conduct bidders technical assistance meeting, collect and summarize applications, prepare materials for review committee, host review committee, coordinate project presentations, issue notifications.

d) Project Monitoring

Provide guidance on the review and update of project monitoring tool, monitoring of all Homeless Information Management (HMIS) programs, site or desktop monitoring of CoC and Emergency Solutions Grant (ESG) programs, provide technical assistance to HUD programs, prepare monitoring reports.

e) HUD Compliance

Provide technical assistance on HUD regulations to County staff, CoC Executive Committee, and CoC community program participants to be in compliance.

5. County of Morris responsibilities:

The County of Morris will be responsible for:

- Morris County Department of Human Services is the Lead Agency to the CoC and will partner with the consultant to effectively manage all CoC projects
 - Arrange, schedule, and provide facility space for meetings
 - Invite needed stakeholders to participate in CoC activities
 - Provide administrative support to the CoC Executive Committee
 - Provide consultant with all necessary County documents and resource information to carry out duties.
6. Projected Timeframe Agreement for Services with County of Morris: January 30, 2018 – January 29, 2019.

Work on the grant project should begin upon execution of Agreement.

All activities are subject to HUD notifications. Historically, see timeframes below per timing of this grant:

- Coordination Activities, including support on Coordinated Entry, HMIS: January 30 - ongoing
- Project Monitoring: March—June 2018
- CoC competitive application for homeless funding: May—September 2018
- Annual Homeless Assessment Report (AHAR): October—December 2018
- Point In Time Count: January 2019

7. Project Funding Available: \$45,000