

SOMERSET COUNTY BOARD OF SOCIAL SERVICES

73 East High Street
P.O. Box 936
SOMERVILLE, NJ 08876-0936

Dominic Crisall
Director

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NOTICE OF RFP

Somerset County Board of Social Services 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 Assistant Administrative Supervisor of Social Work on **Tuesday, March 10, 2020 at 10:00 A.M.** in the Somerset County Board of Social Services' Office, 73 E. High Street, Somerville, NJ 08876 at which time and place responses will be opened and read for:

HOME HEALTH/HOMEMAKER SERVICES CONTRACT NO. SS-02-20

Specifications and instructions may be obtained at the Somerset County Board of Social Services' office during regular business hours (8:15 A.M. to 6:00 P.M.) or on the Somerset County Board of Social Services Website:

<https://www.co.somerset.nj.us/government/affiliated-agencies/social-services/rfp-bid-opportunities>

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

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

Marion B. Cooper, Esq.
Deputy Director
P.O. Box 936
73 East High Street
Somerville, NJ 08876
Date Posted to Web: February 11, 2020

1. Introduction

Somerset County Board of Social Services (the Board) is soliciting proposals to furnish and deliver **Home Health/Homemaker Services** for an effective date of **April 1, 2020**.

2. Administrative Conditions and Requirements

The following items express the administrative conditions and requirements of this RFP. Together with the other RFP sections, they will 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 Somerset County Board of Social Services, hereinafter referred to as “the Board”, 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 Board, will become part of any contract awarded as a result of this RFP.

2.1 Schedule

A schedule has been established for respondent proposals, proposal review, contractor selection and project initiation. The dates established for the procurement are:

- | | | |
|---|--|--------------------------------|
| 1 | Release of RFP | On or before February 11, 2020 |
| 2 | Proposal Due Date | March 10, 2020 |
| 3 | Somerset County Board
of Social Services Action | March 18, 2020 |

2.2 Proposal Submission Information

Submission Date and Time:

Tuesday, March 10, 2020 at 10:00 A.M.

Submission Office:

**Somerset County Board of Social Services
73 East High Street 1st Floor
Somerville, NJ 08876**

Clearly mark the submittal package with the title of this RFP and the name of the responding firm addressed to the Social Work Supervisor. The proposal shall be signed in **ink**.

Faxed or emailed proposals will NOT be accepted

Joanne Bistany, LCSW
Assistant Administrative Supervisor of Social Work
P.O. Box 936
73 East High Street
Somerville, NJ 08876

Only those RFP responses received prior to or on the submission date (by Tuesday, March 10, 2020 at 10:00 A.M.) 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 Agency Representative for this Solicitation

Please direct all questions in writing to:

Joanne Bistany, LCSW
Assistant Administrative Supervisor of Social Work
Voice: (908) 231-6447
Fax: (908) 575-7625
Email: Bistany@co.somerset.nj.us

2.4 Interpretations and Addenda

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

2.5 Quantities of Estimate

Wherever the estimated quantities of work to be are shown in any section of this RFP, including the Proposal Cost Form, they are given for use in comparing proposals. The Board 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 Board 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.

2.6 Cost Liability and Additional Costs

The Board assumes no responsibility and liability for costs incurred by the Respondents prior to the issuance of an agreement. The liability of the Board 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 Board, are not to be billed and will not be paid.

2.7 Statutory and Other Requirements

2.7.1 Compliance with Laws

Any contract entered into between the contractor and the Board must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law. The contractor must agree to comply with the non-discrimination provisions and all other laws and regulations applicable to the performance of services there under. The respondent shall sign and acknowledge such forms and certificates as may be required by this section.

2.7.2 Mandatory EEO/Affirmative Action Compliance

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

2.7.3 Americans with Disabilities Act of 1990

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.

2.7.4 Stockholder Disclosure

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods, unless, with receipt of the proposal of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or greater interest therein. The Respondent shall complete and submit the form of statement that is included in this RFP.

2.7.5 Non-Collusion Affidavit

The Non-Collusion Affidavit, which is part of this RFP, shall be properly executed and submitted with the RFP response. (Annexed hereto as Exhibit "B".)

2.7.6 N.J. Business Registration Certificate

A New Jersey Business Registration Certificate is required pursuant to C57, PL2004. A copy of the BRC shall be provided with the proposal. Entities or individuals that need to file for a certificate may do so on-line through the NJ Division of Local Government Services at the following link:

<http://www.state.nj.us/treasury/revenue/busregcert.shtml>

2.7.7 "Pay to Play"

Notice of Disclosure Requirement – P.L. 2005, Chapter 271, Section 3 Reporting (N.J.S.A 19:44A-20.27)

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

- 1) Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year is required to file an annual disclosure report with ELEC. The instructions and form are available on the ELEC website
- 2) Annual Disclosures require submission by March 30th of each year covering contracts and contributions for the prior calendar year.
- 3) At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at www.elec.state.nj.us
- 4) If you have any questions please contact ELEC at:
1-888-313-ELEC (3532) (toll free in NJ) or 609-292-8700

2.7.8 Assign, Sublet or Transfer Any Rights/Interests

Neither the Board 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 my duty or responsibility under this Agreement. Nothing herein shall be construed to give any rights or benefits to anyone other than the Board and the contractor.

2.7.9 Insurance and Indemnification

If it becomes necessary for the contractor, either as principal or by agent or employee, to enter upon the premises or property of the Board 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 his/her sole responsibility.

The contractor further covenants and agrees to indemnify and save harmless the Board from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and

all fines, penalties and loss incurred for or by reason of the violation of any Board regulation, ordinance or the laws of the State, or the United States while said work is in progress.

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.

A. 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.

B. Certificates of the Required Insurance

Certificates as listed above shall be submitted along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker's Compensation and Employer's Liability 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 Board with a Certificate of Insurance naming the Somerset County Board of Social Services 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.

Somerset County Board of Social Services will not accept Mutual Limitation of Liability terms.

C. Indemnification

Successful respondent shall indemnify and hold harmless the Board from all claims, suits or actions and damages or costs of every name and description to which the Board may be subjected or put by reason of injury to the person or property of another, or the property of the Board, resulting from negligent acts or omissions on the part of the respondent, the respondent's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.

2.7.10 HIPPA

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 Board 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.

2.7.11 Proof of Licensure

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

2.7.12 Disclosure of Investment Activities in Iran

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 Public Emergency

In the event of a Public Emergency declared at the Local, State or Federal Level, if the Board 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 Board may solicit the goods and/or services from any bidder on this contract.

2.9 Multiple Proposals Not Accepted

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

2.10 Failure to Enter Contract

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

2.11 Commencement of Work

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

2.12 Termination of Contract

If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the Board or if the contractor violates any requirements of the Contract, the Board shall thereupon have the right to terminate the Contract by giving written notice to the contractor of such termination at least (30) days prior to the proposed effective date of the termination.

Such termination shall relieve the Board 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 Board harmless from any liability to subcontractors/suppliers concerning payment for work performed of goods supplied arising out of the lawful termination of the Contract by the Board under this provision. In case of default by the contractor, the Board may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

2.13 Non-Allocation of Funding Termination

Each fiscal year payment obligation of the Board is conditioned upon the availability of the Board 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 Board at the end of any particular fiscal year may terminate such services. The Board 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 Board to terminate this Agreement during the term, or any service hereunder, merely in order to acquire identical services from a third party contractor.

2.14 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 Board by notice to each party.

2.15 The Board 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.

2.16 The terms of this Agreement 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.

2.17 Challenge of Specifications

Any respondent who wishes to challenge a specification shall file such challenge in writing with the Board Attorney 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 Board or the award of contract.

2.18 Payment

Invoices shall specify, in detail, the period for which payment is claimed, and the services performed during the prescribed period. Invoices shall be rendered once per month for work performed, charges, and expenses recorded during the previous month. Any work, charges or expenses inadvertently or otherwise omitted from such billing statement shall be included in the next regular monthly invoice. Payment will be made on presentation of the Board's voucher duly signed and executed.

2.19 Non-payment of Penalties and Interest on Overdue Bills

New Jersey State Law requires that public funds be used to pay only for goods delivered or services rendered. The Board 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 Board to pay additional fees.

2.20 Ownership of Material

The Board shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the Board 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 Board 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 Board, 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 Board pursuant to this contract shall belong exclusively to the Board. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the Board 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 Board. All information supplied to the Board may be required to be supplied on CD-ROM media compatible with the Board's computer operating system, windows based, Microsoft Office Suite 2007 or greater.

2.21 Source of Specifications/RFP Packages

Official Somerset County Board of Social Services Request of Proposal (RFP) packages for routine goods and services are available from <https://www.co.somerset.nj.us/government/affiliated-agencies/social-services/rfp-bid-opportunities> 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 Board is not responsible for third party supplied RFP documents.

2.22 Altering Official Document

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

2.23 W-9

Successful bidder/respondent shall complete a W-9 Form and submit to Somerset County Board of Social Services prior to contract award. The form is available at the following link: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

SPECIFICATIONS FOR: HEALTH/HOMEMAKER SERVICES

3. SCOPE OF WORK

The purpose of this invitation for request of proposal is to enter into a contract to perform **Home Health/Homemaker Services** during the period beginning **April 1, 2020** through and including **March 31, 2021** for the Somerset County Board of Social Services. The contractor shall provide the necessary supervision, personnel, and supplies to provide Home Health/Homemaker Services to clients designated by the Board in accordance with contract requirements.

3.1 WORK LOCATIONS

Homes of clients within the boundaries of the County of Somerset in the State of New Jersey.

3.2 TECHNICAL SPECIFICATIONS

DESCRIPTION OF IN-HOME SERVICES - CERTIFIED HEALTH AIDE SERVICES

The provision of therapeutic, supportive and/or compensatory health and personal care assistance for clients in their homes. (Home health aide services must be provided by certified home health aides and assigned and performed under the supervision of a registered professional nurse or other appropriate professional). Health and personal care tasks which may be performed by a home health aide include but are not limited to:

- A. Providing reminder to take self-administered medications specifically ordered by a physician;
- B. Assistance with, or supervision of, tasks associated with activities of daily living, e.g.; bathing, toileting, grooming and dressing, transferring and use of adaptive equipment where indicated; and
- C. Training clients and primary caregivers in necessary self-help skills.
- D. Hours - This service is provided on an hourly basis with an average number of hours per week being four to ten. Hours are requested during the weekday, weekends, nights, and holidays. Typically, hours will be requested during the day for two hour intervals, two to five times a week. The successful bidder will be required to schedule service at a time acceptable by the client and the Somerset County Board of Social Services. In the event of absence by the Home Health Aide, it is the responsibility of the Contractor to call the client and the Somerset County Board of Social Services in advance. The successful bidder may be required to furnish the amount of hours per year it has bid upon (see proposal forms). However, the Board reserves the right to decrease the amount of hours awarded at its sole discretion.

- E. Coverage - Every service order must be filled within ten working days and may be for any municipality in Somerset County except in cases where the Contractor has bid for a restricted coverage areas (see proposal forms). Cases not covered within this time frame may be referred to another Contractor. (After consultation with original contractor)

While the primary functions of certified home health aides are to provide health and personal care services, it may be deemed efficient, under certain conditions, that certain assigned household activities be performed in conjunction with a home health aide visit. These ancillary services may include:

- A. Performing light cleaning tasks in areas of the home used by the client, e.g.; dusting, vacuuming, damp mopping.
- B. Assisting with, and/or supervision of, a shopping list and preparing or assisting in the preparation of meals appropriate to a client's dietary needs and financial circumstances.
- C. Doing personal laundry (towels, bed linens, bed clothes, and clothes).

Where another member of the household is also aged, frail, or ill, e.g.; an aged spouse or parent of the client, assigned household activities of the home health aide may be advantageous to both members and would be reimbursable if the amount of time spent is not materially increased in order to serve the non-beneficiary household member.

4. Proposal Requirements

4.1 Proposal Forms

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

1. Proposal Cost/Signature Form
2. Non-Collusion Affidavit
3. Stockholder Disclosure
4. Affirmative Action Statement
5. Acknowledgement of Receipt of Addenda
6. Disclosure of Investment Activities in Iran

4.2 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 date. The Board will either award the Contract within the applicable time period or reject all proposals.

The Board 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 Board, be held for consideration for such longer period as may be agreed.

5.2 Rejection of Proposals

The Board 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 Board 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. In specific areas multiple contracts may be awarded.

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.

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.

5.4.2. a. 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).

5.4.3 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.

5.4.4 Cost

Price shall be based on hourly rates and schedules of fees 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 Board shall pay for such approved services, at the rate or cost agreed upon between the Board and contractor, provided the respondent has provided a schedule of fees for additional services with this RFP.

5.5 Payment

Invoices shall specify, in detail, the period for which payment is claimed, and the services performed during the prescribed period. Invoices shall be rendered once per month for work performed, charges, and expenses recorded during the previous month. Any work, charges or expenses inadvertently or otherwise omitted from such billing statement shall be included in the next regular monthly invoice. Payment will be made on presentation of Somerset County Board of Social Services' voucher duly signed and executed.

5.6 Term of the contract

The term of this contract shall be one (1) year beginning **April 1, 2020** through and including **March 31, 2021**.

5.7 Notice of Award

A. The Board reserves the right to accept or reject any or all proposals, to waive identified irregularities and technicalities, and to award in whole or in part to the lowest responsible respondents, if it is in the best interest of the Board to do so. Without limiting the generality of the foregoing, any proposal which is incomplete, obscure, or irregular may be rejected; any proposal having erasures or corrections in the price sheet may be rejected; any proposal in which unit prices are omitted, or in which unit/total prices are unbalanced, may be rejected.

B. It shall not be implied that the low bidder on this proposal/contract will be given all or a majority of Homemaker Services. Low respondents may receive preference by the Board, but all bidders may be used during the term of the contract. Without limiting the generality of the foregoing, the Board reserves the right to award a contract based on either option that may be described in the bid proposal or based on any combination thereof.

**SOMERSET COUNTY BOARD OF SOCIAL SERVICES
HOME HEALTH/HOMEMAKER SERVICES 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

- Proposal Cost Form/Signature Page _____
- Non-Collusion Affidavit _____
- EEO/Affirmative Action Compliance Notice – Submit Copy of State Certificate of Employee Information Report _____
- Stockholder Disclosure Certification _____
- Acknowledgement of Receipt of Addenda (To be Completed if Addenda are Issued) _____
- Other: **W-9** _____

B. REQUIRED NO LATER THAN TIME PERIOD INDICATED

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

- License(s) or Certification(s) Required by the Specifications _____
- Disclosure of Activities in Iran _____

**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 the Board 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 Bidder: _____ Date: _____

By Authorized Representative:

Signature: _____

Print Name & Title: _____

**SOMERSET COUNTY BOARD OF SOCIAL SERVICES
BID PROPOSAL FORM/SIGNATURE PAGE**

TO THE SOMERSET COUNTY BOARD OF SOCIAL SERVICES:

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 bid and agrees, if this bid is accepted, to furnish and deliver services per the following:

ITEM NUMBER	DESCRIPTION	HOURLY RATE
1	Home Health/Homemaker Services to assigned clients, hourly for: a. Weekday b. Weekends	\$ _____ \$ _____
2	Hours Contractor will furnish during the period beginning 4/1/20 to 3/31/21	_____
3	Coverage Area: Identify the applicable coverage area by checking the individual Municipalities that apply to limited coverage or All Somerset County for which you are submitting a bid:	

- | | | |
|--|---|--|
| <input type="checkbox"/> All Somerset County | <input type="checkbox"/> Franklin | <input type="checkbox"/> Peapack/Gladstone |
| <input type="checkbox"/> Bedminster | <input type="checkbox"/> Green Brook | <input type="checkbox"/> Raritan |
| <input type="checkbox"/> Bernards | <input type="checkbox"/> Hillsborough | <input type="checkbox"/> Rocky Hill |
| <input type="checkbox"/> Bernardsville | <input type="checkbox"/> Manville | <input type="checkbox"/> Somerville |
| <input type="checkbox"/> Bound Brook | <input type="checkbox"/> Millstone | <input type="checkbox"/> South Bound Brook |
| <input type="checkbox"/> Branchburg | <input type="checkbox"/> Montgomery | <input type="checkbox"/> Warren |
| <input type="checkbox"/> Bridgewater | <input type="checkbox"/> North Plainfield | <input type="checkbox"/> Watchung |
| <input type="checkbox"/> Far Hills | | |

(Corporation)
 (Partnership)
 (Individual)

The undersigned is a _____ under the laws of the State of _____ having its

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

**SOMERSET COUNTY BOARD OF SOCIAL SERVICES
NON-COLLUSION AFFIDAVIT**

State of _____
County of _____

ss:

I, _____ of the City of _____

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

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

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

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

(name of contractor)

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

Subscribed and sworn to

before me this _____ day

of _____, _____.

Signature

Type or print name of affiant under Signature

Notary public of

My Commission expires _____.

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

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

Goods and General Service Vendors

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

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

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

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

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

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

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

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

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

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

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

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

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

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

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

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

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

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission
(N.J.S.A. 52:25-24.2 (P.L. 1977 c.33))

Name of Business _____

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

If a corporation owns all or part of the stock of the corporation or partnership submitting the bid, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that owning corporation. If no one owns 10% or more stock, attest to that.

Check the box that represents the type of business organization:

- | | | |
|---|--|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation | | |

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this ____ day of _____, 2__.

(Affiant)

(Notary Public)

(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

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

The contractor and the Owner do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. 5121 01 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

October 20, 2004

Revised Contract Language for BRC Compliance

Goods and Services Contracts (including purchase orders)

** Construction Contracts (including public works related purchase orders)*

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

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

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

**ALERT
FAILURE TO POSSESS A
NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
MAY BE CAUSE FOR REJECTION OF YOUR PROPOSAL**

SOMERSET COUNTY BOARD OF SOCIAL SERVICES
 THESE ARE **SAMPLES** OF THE **ONLY** ACCEPTABLE
 BUSINESS REGISTRATION CERTIFICATES.

FAILURE TO POSSESS A NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
 MAY BE CAUSE FOR REJECTION OF YOUR PROPOSAL

REGARDLESS OF THE FACT THAT A COPY MAY ALREADY BE ON FILE WITH THE
 COUNTY OF SOMERSET.

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

DEPARTMENT OF TREASURY
 DIVISION OF REVENUE
 PO BOX 252
 TRENTON, N.J. 08644-0252

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

SOMERSET COUNTY BOARD OF SOCIAL SERVICES

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

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

No addenda were received:

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

**SOMERSET COUNTY BOARD OF SOCIAL SERVICES
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Solicitation 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 the person or entity listed above for which I am authorized to submit a response/renew:

is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, **AND**

is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

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 Somerset County is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the County to notify the County in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with Somerset County, New Jersey and that the County at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print) _____ Signature: _____

Title _____ Date: _____