



SOMERSET COUNTY BOARD OF SOCIAL SERVICES

*Marion B. Cooper, Esq., Director
Ellen Carfaro, Deputy Director*

NOTICE OF RFP

The Somerset County Board of Social Services is soliciting proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq.

Sealed RFP responses will be received on **Tuesday, March 12, 2024, at 10:00 A.M.** in the offices of Somerset County Board of Social Services, 73 East High Street, 1st Floor, Somerville, NJ 08876 at which time responses will be opened for:

INSURANCE CONSULTANT / BROKER SERVICES

Specifications and instructions may be obtained from the Somerset County Board of Social Services reception office or on the Somerset County Board of Social Services Website: <https://www.co.somerset.nj.us/government/affiliated-agencies/social-services/rfp-bid-opportunities>

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

Respondents shall comply with the requirements of N.J.S.A. 10:5-31 (P.L 1975, c.127) and N.J.A.C 17:27-1 et seq. A copy of your NJ Business Registration Certificate (NJBRC) is required with your proposal.

***Marion B. Cooper, Esq.
Director
P.O. Box 936
73 East High Street
Somerville, NJ 08876
Date Posted to Web: February 22, 2024***

Respond to:

Field Office
630 Franklin Blvd. #110
P.O. Box 1144
Somerset, NJ 08875-1144
Telephone: (732) 846-6499
FAX: (732) 325-0224

Central Office
73 East High Street
P.O. Box 936
Somerville, NJ 08876-0936
Telephone: (908) 526-8800
FAX: (908) 707-1941

Field Office
391-D Somerset Street
North Plainfield, NJ 07060
Telephone: (908) 561-9400
FAX: (908) 561-6567

1. **Introduction**

This contract is to furnish and deliver professional insurance consultant/broker services for the Somerset County Board of Social Services through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq.

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 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 Somerset County Board of Social Services, 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 | February 22, 2024 |
| 2 | Proposal Due Date | March 12, 2024 |
| 3 | Somerset County Board of Social Services Action | March 20, 2024 |

2.2 Proposal Submission Information

Submission Date and Time:

Tuesday, March 12, 2024, at 10:00 A.M.

Submission Office:

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

One (1) Original and One (1) copy and One (1) CD ROM electronic version .pdf format of the RFP response.

Clearly mark the submittal package with the title of this RFP and the name of the responding firm, addressed to:

**Marion B. Cooper, Esq.
Director
P.O. Box 936
73 East High Street
Somerville, NJ 08876**

The original shall be marked to distinguish it from the Copy. Only those RFP responses received prior to or on the submission date 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 County Representative for this Solicitation

Please direct all questions in writing to:

**Marion B. Cooper, Esq.
Director
P.O. Box 936
73 East High Street
Somerville, NJ 08876
Voice: (908)231-6448
Fax: (908) 707-1941**

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. Somerset County Board of Social Services 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 Somerset County Board of Social Services 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

Somerset County Board of Social Services assumes no responsibility and liability for costs incurred by the Respondents prior to the issuance of an agreement. The liability of the Somerset County Board of Social Services 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 Somerset County Board of Social Services, 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 Somerset County Board of Social Services 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 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 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 Somerset County Board of Social Services 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 Somerset County Board of Social Services 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 Somerset County Board of Social Services 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.

2.7.9 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 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.

2.9 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 Somerset County Board of Social Services may then, at its option, accept the proposal of another respondent.

2.10 Commencement of Work

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

2.11 Termination of Contract

If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the Somerset County Board of Social Services or if the contractor violates any requirements of the Contract, the Somerset County Board of Social Services 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 Somerset County Board of Social Services 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 Somerset County Board of Social Services 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 Somerset County Board of Social Services under this provision. In case of default by the contractor, Somerset County Board of Social Services may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

2.12 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.

2.13 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. Somerset County Board of Social Services 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 Somerset County Board of Social Services to pay additional fees.

2.14 Ownership of Material

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

2.15 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 <http://www.co.somerset.nj.us/government/affiliated-agencies/social-services> 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 Somerset County Board of Social Services is not responsible for third party supplied RFP documents.

2.16 Altering Official Document

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

2.17 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>

3. Scope of Work

The Insurance Consultant/Broker will be required to perform, but not limited to the following services:

- Assistance with the development of long-range insurance strategies;
- Management of all aspects of Somerset County Board of Social Services insurance program;
- Review of both insurance policies and contract to ensure adequate coverage;
- Recommendations and assistance in the procurement of all insurance coverage, including preparation of any required RFP's;
- Analysis of proposals in connection with insurance procurement, including but not limited to, establishing selection criteria, recommending marketplaces, evaluation of proposals and involvement in the selection process;
- Identification and analysis of risks arising out of current and future operations;
- Preparation of specifications for quotations every three (3) years or sooner, as required by the Somerset County Board of Social Services;
- Loss Control and Safety Review Services;
- Coordination of appraisals of physical assets to determine proper insurable values, limits required and special terms required by the County;
- Continuous review and analysis of loss information from current and prior insurance companies and presentation of findings to the Somerset County Board of Social Services;
- Review of contracts for insurance compliance;
- Acting as liaison between the Somerset County Board of Social Services and all insurance carriers, brokers, providers, or claimants;
- Monitoring, review and presentation of data to help manage claims on all current and future policies;
- Review and analysis of rating classifications on various insurance contracts to determine the most beneficial ones to utilize;
- Continuous review and analysis of insurance coverage and policies to keep up with industry changes, continuing operations and growth;
- Research and analysis of alternatives to current risk funding mechanisms to meet the changing needs of the Somerset County Board of Social Services;
- Preparation of all certificates of insurance, automobile identification cards and other required documents within 24 hours of the Somerset County Board of Social Services request;

- Notification of Somerset County Board of Social Services staff as to local, state and federal regulations and recommendations for compliance as required;
- Participation in on-going meetings with Somerset County Board of Social Services staff to review losses, safety recommendations, government regulations, insurance requirements, etc.;
- Review of audits of current and previous policies for accuracy and potential premium savings;
- Performance of self-insurance feasibility studies where applicable and recommendations to Somerset County Board of Social Services staff;
- Identification of areas of risk and the associated strengths and weaknesses of the Somerset County Board of Social Services to manage those risks;
- Assistance in the development of alternative strategies to reduce risk to assets and resources;
- Consultation as to the probable impact of strategies elected by the Somerset County Board of Social Services;
- Provision of monitoring feedback via loss runs and associated analysis to verify the adequacy of the controls selected as well as checks for negative trends which may require corrective action.

3.1 Standard Requirements

- The name of the proposer, the principal place of business and, if different, the place where the services will be provided.
- Proposer must have a minimum of fifteen (15) years of experience in insurance consulting/brokerage and a minimum of five (5) years servicing the County of Somerset or other governmental entities.
- The education, qualifications, experience, and training of all persons who would be assigned to provide services along with their names and titles. The proposer MUST possess both an Agency License and Individual Licenses for those persons who would be assigned to provide services to the Somerset County Board of Social Services from the New Jersey Department of Banking Insurance.
- A listing of all other engagements where services of the types being proposed were provided in the past five (5) years. This should include other County governments and other levels of government. Contact information for the recipients of the similar services must be provided. The Somerset County Board of Social Services may obtain references from any of the parties listed.
- A description of all other areas of insurance consulting/brokerage of the proposer, with emphasis on a description of those services of interest to a County government client.
- A statement that neither the firm nor any individuals assigned to this engagement are disbarred, suspended, or otherwise prohibited from professional practice by any federal, state or local agency.

4. Proposal Requirements

4.1 Proposal Forms

The following forms are attached and made part of this RFP. All forms are required and shall be completed and made part of the proposal submitted, along with a copy of the N.J. Business Registration Certificate.

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

4.2 Location of Servicing Office

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

5. Evaluation, Review and Selection Process

5.1 Rejection of Proposals

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

5.2 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 full Somerset County Board of Social Service's governing body for award of contract, based on price and other factors.

5.3 Evaluation Criteria

The criteria considered in the evaluation of each proposal are as 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.

5.3.1 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.

5.3.2 Knowledge and Technical Competence

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

5.3.3 Ability to Complete the 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.

5.3.4 Cost

Price shall be based on the schedule 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 Somerset County Board of Social Services before work is initiated. The Somerset County Board of Social Services shall pay for such approved services, at the rate or cost agreed upon between the Somerset County Board of Social Services and contractor, provided that the respondent has provided a schedule of fees for additional services with this RFP.

5.4 Notice of Award

The successful respondent will be notified of the award of contract upon a favorable decision by the Somerset County Board of Social Services.

Contracts for award of "fair and open" procurements for professional services will be prepared by the Respondent and shall be reviewed by Counsel to the Somerset County Board of Social Services.

SOMERSET COUNTY BOARD OF SOCIAL SERVICES

PROPOSAL CHECKLIST

INSURANCE CONSULTANT / BROKER SERVICES

The following checklist is provided as assistance to the development of the RFP Response. It in no way supersedes or replaces the requirements of the RFP. Please initial on the lines below for each documents/section attesting to the fact that you have read and/or included the documents with your RFP.

- _____ Proposal Form
- _____ Non-Collusion Affidavit
- _____ Stockholder Disclosure
- _____ EEO/Affirmative Action Compliance Notice
- _____ Affirmative Action Mandatory Language
- _____ Americans with Disabilities Act Mandatory Language
- _____ Business Registration Certificate
- _____ Disclosure of Investment Activities in Iran
- _____ Acknowledgement of Receipt of Addenda

PROPOSAL

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 proposal and agrees, if this proposal is accepted, to furnish and deliver services per the schedule of fees as set by the Somerset County Board of Social Services for:

INSURANCE CONSULTANT / BROKER SERVICES

Company Name _____

Federal I.D. or Social Security # _____

Address _____

Signature of Authorized Agent _____

Type or Print Name _____

Title of Authorized Agent _____

Date _____

Telephone Number _____

Fax Number _____

E-mail address _____

Attach cost proposal form along with all required items.

**Exhibit B
NON COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY
COUNTY OF _____

ss:

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

I am _____
of the firm of _____

the bidder making the 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 established commercial or selling agencies maintained by _____

(Name of contractor)

(N.J.S.A. 52:34-25)

Subscribed and sworn to

before me this _____ day
of _____, _____.

(Also type or print name of affiant under signature)

Notary public of

My Commission expires _____.

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)

My Commission expires:

(Print name & title of affiant)

(Corporate Seal)

EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

- (a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);
OR
- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;
OR
- (c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

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. 17:27.1 et seq. 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. 17:27-1 et seq.

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____ DATE: _____

EXHIBIT A (Revised 9/13/05)
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A 10:5-31 et seq., 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, sex, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not 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 or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or worker's representative of the contractor's commitment under this act 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 the time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make attempt in good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with **N.J.A.C 17:27-5.2**, or a binding determination of the applicable county employment goals determined by the Division, pursuant to **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, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 personal testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable 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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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

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

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

Appendix

Revised Contract Language for BRC Compliance

Goods and Services Contracts (including 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 to submit proof of business registration to the contractor; 2) prior to receipt of final payment from a contracting agency, a 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.

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.

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 copy not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements are available by calling (609) 292-9292.

ALERT
FAILURE TO INCLUDE A COPY OF YOUR NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
WILL BE CAUSE FOR REJECTION OF YOUR PROPOSAL

THESE ARE **SAMPLES** OF THE **ONLY** ACCEPTABLE
 BUSINESS REGISTRATION CERTIFICATES
 FAILURE RO SUBMIT ONE OF THESE DOCUMENTS **WITH THE RFP** WILL CAUSE YOUR RESPONSE
 TO BE REJECTED, REGARDLESS OF THE FACT THAT A COPY MAY ALREADY BE ON FILE WITH THE
 SOMERSET COUNTY BOARD OF SOCIAL SERVICES

| STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS | | DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, NJ 08646-0252 |
|---|--|---|
| TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT | TRADE NAME: CLIENT REGISTRATION | |
| TAXPAYER IDENTIFICATION#: 970-097-382/500 | SEQUENCE NUMBER: 0107330 | |
| ADDRESS: 847 ROEBLING AVE TRENTON NJ 08611 | ISSUANCE DATE: 07/14/04 | |
| EFFECTIVE DATE: 01/01/01 | <i>J.P. Tully</i> Acting Director | |
| 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 | |

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

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

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: _____

SOMERSET COUNTY BOARD OF SOCIAL SERVICES

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA
INSURANCE CONSULTANT / BROKER SERVICES**

The undersigned Bidder 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 Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____