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**COUNTY OF OCEAN
ADMINISTRATION BUILDING
101 HOOPER AVENUE
TOMS RIVER, NEW JERSEY 08753**

COMPETITIVE CONTRACT

PROPOSAL

FOR

CDBG HOUSING REHABILITATION ACTIVITIES

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NOTICE OF COMPETITIVE CONTRACTING PROPOSAL
CDBG Housing Rehabilitation Activities

The Ocean County Department of Planning is seeking sealed proposals for CDBG Housing Rehabilitation Activities.

I. Purpose and Scope of Work

The Ocean County Board of Chosen Freeholders is requesting proposals from community development and planning consultants to administer the day-to-day operations of the Ocean County Community Development Block Grant (CDBG) Housing Rehabilitation Program. This program is directed by the Ocean County Department of Planning and is funded through the Community Development Block Grant Program. The selected Consultant must be capable of and demonstrate experience in administering all aspects of this program as described herein.

The County has conducted the CDBG Housing Rehabilitation Program since 1983. The program currently provides funding not to exceed \$20,000 to eligible applicants for the rehabilitation of low and moderate income, owner-occupied housing units. The County requires the placement of a ten (10) year forgivable lien on all properties rehabilitated through the CDBG Housing Rehabilitation Program. Repayment of this loan may be pro-rated depending on the number of years the loan has been in use. All contracts for the rehabilitation activities are between the applicant/homeowner and the contractor. The program is open to homeowners residing in twenty-nine (29) of Ocean County's municipalities. Residents of Brick, Jackson, Lakewood, and Toms River Townships are ineligible, as these municipalities are "entitlement communities" which operate housing rehabilitation programs for their residents.

The County has received an allocation of **\$250,000.00** for the countywide program, plus an allocation of **\$34,000.00** to be expended in Lacey Township, and an allocation of **\$34,000.00** to be expended in Pine Beach Borough, for a total allocation of **\$318,000.00** for FY 2020. The selected Consultant will be responsible for administering all aspects of the Ocean County CDBG Housing Rehabilitation Program with the exception of special technical studies required for specific applications.

Proposals for this competitive contract for administrative services must be based on a total budget of **\$318,000.00**, which must be committed and expended in one (1) year from date of signed contract.

The term of the contract will be for one (1) year, with the option to extend for four (4) additional one (1) year periods upon mutual agreement.

II. Definitions in Competitive Contract Proposal Document

Addenda - Addenda are written or graphic instructions issued by the County which modify or interpret this competitive contract proposal by additions, deletions, clarifications, or corrections.

All-Inclusive Hourly Rate - All direct and indirect costs including but not limited to overhead, fee or profit, equipment, materials, supplies, managerial support, documents, forms and reproductions thereof, and travel to and from the work site or employee's normal work station.

County - The government of the County of Ocean, New Jersey or its designated representatives.

Proposer - A person, partnership, firm, corporation, or joint venture submitting a proposal in response to this competitive contract proposal.

III. Housing Rehabilitation Activities

The activities of the consultant are expected to include, but may not be limited to:

- (1) Providing administration, technical advice, and assistance in the course of daily operation of the CDBG Housing Rehabilitation Program, including:
 - (a) Processing homeowner applications on the existing log and, if necessary, utilizing a homeowner waiting list;
 - (b) Providing for review and screening of owner applications relative to compliance with basic program requirements as described in the approved Ocean County Housing Rehabilitation Program Manual, including income qualification;
 - (c) Verifying the eligibility of applicants through income qualification, confirming that all property taxes are current, determining the status of equity, and checking that the applicant has not been served by the program previously;
 - (d) Providing for initial inspection to identify building, electric, and plumbing code violations, as well as any other health and safety hazards requiring repair;
 - (e) Preparing work write-ups for each rehabilitation project, including the estimated cost of each task, the estimated total project cost, and a bid bracket;
 - (f) Conferring with homeowners and local construction officials regarding the contents of the work write-ups;
 - (g) Informing contractors of program requirements and procedures, including those related to bidding, contract award, preconstruction meetings, work write-ups, inspections, billing, and payment;
 - (h) Conducting public solicitations of contractor bids (either grouped or individually);
 - (i) Supervising the selection of a qualified contractor by the homeowner, and the execution of all necessary agreements and financing documents related to the rehabilitation activities;
 - (j) Assisting homeowners in arranging additional financing when necessary;
 - (k) Performing periodic monitoring and inspection of rehabilitation activities in accordance with program requirements,
 - (l) Managing contractor payments, requests for contract change orders, scheduling and completion of the final inspection, and case record completion;
 - (m) Complying with the requirements set forth in applicable current or pending United States Department of Housing and Urban Development Lead-Based Paint Guidelines;

- (2) Marketing the program throughout participating municipalities through website and print media;
- (3) Preparing progress, completion, and/or retention payment documents supported by applicable inspection and warranties as required by the County;
- (4) Coordinating the resolution of homeowner-contractor conflicts as necessary;
- (5) Maintaining project and program records as required by the County;
- (6) Providing copies of any waiting lists to the County on a quarterly basis and as directed; and
- (7) Providing reports on program activities to the County on a monthly basis and as directed.

IV. Liaison Activities

The selected consultant will be expected to maintain liaison with the County and attend meetings as required.

V. Procurement Terms and Conditions

(1) Proposal Format & Content

All proposals should be a single document containing the following sections and forms:

(a) Signed Cover Letter

A cover letter identifying the document as a "Proposal to a Competitive Contract for the Administration of CDBG Housing Rehabilitation Activities" and signed by the owner or chief executive officer of the firm. Unsigned proposals cannot be accepted, as they have no binding effect on the officer.

(b) Technical Proposal

A narrative describing the Proposer's plans for accomplishing the tasks outlined in the Scope of Work in sufficient detail to permit the County to evaluate them fairly and with a minimum of possible misinterpretation. The Proposer should identify the individuals who shall be assigned primary and backup responsibility for each major task (clerical personnel included), and indicate how much time each individual would have available for these tasks, given other commitments the Proposer has or anticipates.

The narrative shall also include:

- (1) A summary of the problems which the Proposer might reasonably expect to encounter in providing the required services, and the proposed approach to resolving those anticipated problems—particularly a procedure for dispute resolution between applicants and contractors.
- (2) A description of how the Proposer intends to operate with respect to project management, coordination, and liaison with the County, and with potential and selected applicants and contractors.

- (3) Information about any subcontractors the Proposer anticipates they may retain, including names and addresses of key personnel, their areas of expertise, the services likely to be performed, and descriptions of any previous collaboration.
- (4) A description of project scheduling, with emphasis on completing single-family rehabilitation activities in a timeframe consistent with the national standard of twenty-one (21) weeks.

(c) Required Forms

1. Certificate of Insurance
2. Current List of Board of Directors
3. Computed Budget Proposal and Project Description
4. Certified Audit
5. Copy of New Jersey Business Registration Certificate in compliance with N.J.S.A. 52:32-44 OR Copy of IRS letter granting tax exempt status under Sec. 501(c)3
6. Organizational Chart
7. Affirmative Action Regulations N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1 et seq.) Compliance Statement
8. Disclosure of Investment Activities in Iran (Mandatory Document)
9. Statement of Ownership in compliance with N.J.S.A. 52:25-24.2. (Mandatory Document)
10. Non-Collusion Affidavit
11. Signature Page

(2) Qualifications and Experience

This section shall provide pertinent information about the Proposer organization, personnel, and experience that substantiate its qualifications and capabilities to perform the required services. All proposals must contain:

- (a) A narrative on the Proposer's qualifications in community development planning, project administration, and administration of HUD grant funded programs. Experience with the CDBG program and other similar housing rehabilitation programs involving homeowners should be specifically noted and discussed;
- (b) A listing of current and recent clients for which services similar to those solicited by this competitive contract proposal are being provided, or have been provided, by the Proposer. Duration of service and contact information must be provided for each client listed;
- (c) A detailed résumé for each individual that would be providing services (including clerical personnel and subcontractors), as listed in the Technical Proposal, including education, training, and quantified experience. Each individual shall be identified as full-time, part-time, or subcontracted employee;
- (d) A statement affirming the ability to comply with the requirements set forth in applicable United States Department of Housing and Urban Development Lead-Based Paint Guidelines. In order to administer the program according to HUD standards, the County requires that any Proposer responding to this competitive contract proposal must identify a Certified Lead Based Paint Risk Assessor, either on staff or to be retained. The Proposer

must also demonstrate that their firm or identified subcontractor is certified by the New Jersey Department of Community Affairs as a Lead Evaluation Contractor;

- (e) Demonstration of an established office either in Ocean County or a location easily accessible to potential and selected applicants and contractors serving Ocean County;
- (f) References attesting to relevant qualifications, knowledge, and experience.

(3) Proposed Rates

Provide all-inclusive hourly rates for each individual and proposed subcontractors if applicable listed in the Technical Proposal, and proposed all-inclusive hourly rates for Administrative/Clerical work, to be provided on a Proposed Rates Form. Indicate full and part time status:

Individual	Labor Category	All-inclusive Hourly Rate
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All-inclusive hourly rate is defined in Section II, and rates for all individuals in the same labor Category should be the same. Sample category titles include Principal, Associate, Planner, Program Director and Housing Inspector. These rates will also be incorporated into the rehabilitation contract to provide compensation for additional professional services not identified in this Request for Proposals.

VI. Proposal Delivery and Deadline

To be considered for selection, all proposals must be enclosed in **two (2) sealed envelopes, one containing one (1) original and two (2) copies of the cost proposal and the other containing one (1) original and two (2) copies of the technical proposal**, each identified and bearing the name and address of the proposer, the name of the proposal and the date of the opening on the outside of the envelopes. All proposals must arrive at the Planning Department office **no later than 4:30PM on December 22, 2020**. Proposals may be mailed or hand delivered as follows:

Mailing Address: Ocean County Department of Planning
P.O. Box 2191
Toms River, New Jersey 08754-2191
Attn: Anthony M. Agliata, PP, LLA, Planning Director

Hand Delivery: Ocean County Department of Planning
129 Hooper Avenue, First Floor
Toms River, New Jersey 08754-2191
Attn: Anthony M. Agliata, PP, LLA, Planning Director

Those mailing proposals should allow for normal mail delivery time to ensure timely receipt by the County.

The County will not be responsible for late mail deliveries and no proposals will be accepted if received after the time stipulated in the Competitive Contract proposal.

(1) Questions and Inquiries

The County will accept questions and inquiries from all potential Consultants who have received this competitive contract proposal. Lengthy or multiple questions should be submitted in writing by fax at

(732-244-8396) or mailed to the delivery address listed above: Attention: Anthony M. Agliata, PP, LLA, Planning Director.

Short inquiries can be accepted by telephone (732-929-2054) but oral explanation or instructions given over the telephone before the award of contract shall not be binding. Any significant clarification or change to this competitive contract proposal resulting from a question or inquiry will be finalized in an addendum that will be mailed to all potential Consultants who have requested the competitive contract proposal.

(2) Cost Liability

The County assumes no responsibility and no liability for costs incurred by the Consultant prior to issuance of any agreement, contract, or purchase order.

(3) Contents of Proposal

The contents of the proposal accepted by the County will be the basis of any contract(s) awarded as a result of this competitive contract proposal.

(4) Oral Presentation

Consultants who submit a proposal in response to this competitive contract proposal may be required to give an oral presentation of their proposal to the County. The purposes of such presentations are to provide an opportunity for the Proposer to clarify the proposal and to verify the credentials of their staff. The County will schedule the time and location of any such presentations at its discretion.

No comments regarding other bidders or proposals will be permitted, and bidders may not attend presentations by their competitors. Bidders should not construe the list of firms invited, if any, to imply acceptance or rejection of any proposal.

(5) Obtaining Essential Information

The County reserves the right to obtain any information it deems necessary to determine the ability of a Proposer to provide the level of service the County requires. The County may contact or visit organizations presently serviced by the Proposer prior to making any contract award. The County reserves the right to request that a Proposer explain any information submitted in its proposal.

(6) Anti-Collusion Clause

The Consultant, by submitting a signed proposal does hereby warrant and represent that it has not been solicited, secured, or prepared, directly or indirectly, in any manner contrary to any law of the State of New Jersey or the United States of America, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of any contract awarded as a result of this competitive contract proposal by any conduct, including the paying or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any County employee, officer or official.

VII. Evaluation Criteria

A review committee will review and rank all responses. All proposals will be reviewed to determine if they conform to all the proposal requirements set forth and the following selection criteria will be used in award of a contract for the services described herein.

All complete proposals received will be evaluated based on the following criteria, and on a scale of **0 to 100**:

- (1) The responsiveness of the proposal to the scope of work and the Ocean County Housing Rehabilitation Manual and the understanding of the work required, as reflected in the quality of the Technical Proposal **(30 points)**;
- (2) The general experience of the firm and proposed staff in CDBG and other housing rehabilitation activities including the qualifications, experience and availability of the individuals proposed for primary responsibility for major tasks **(20 points)**;
- (3) Total projected costs, based on the hours of Consultant staff to be utilized for the administration of the Ocean County CDBG Housing Rehabilitation Program. The County will assess the percentage ratio of administrative costs to project expenditures proposed by the Consultant for conformity with the national standard of twenty-five (25) percent **(20 points)**;
- (4) Office location and accessibility to potential and selected applicants and contractors **(10 points)**;
- (5) The qualifications, experience, and availability of the individuals proposed for administrative/clerical responsibility for major tasks **(10 points)**; and
- (6) Qualifications to administer funding in conjunction with any HUD Lead Based Paint Abatement Program regulations **(10 points)**.

VIII. Selection and Contract Award Process

An Evaluation Committee of County professional staff will evaluate the proposals per the above ranking criteria. A proposal will be selected as most advantageous to the County.

The County will then negotiate terms, rates, and total compensation amounts with the selected Consultant. Should such negotiations prove unsuccessful, the County may then negotiate with the provider of the proposal selected as next most advantageous to the County, price and other factors being considered, or another competitive contract proposal may be issued.

Upon completion of proposal evaluation and any negotiation required, the County will make a recommendation to the Board of Chosen Freeholders to award a Competitive Contract Award for this work.

The County expects to award a contract for one (1) year for this competitive contract proposal during January 2021, but reserves the right to reject all proposals and award no contract based on it.

Additional Information:

Ranking - All proposals will be reviewed for completeness and qualifications. The County of Ocean shall award a contract to the vendor or vendors that best meet the needs and interest of Ocean County. The County reserves the right to negotiate the terms and conditions of a contract with the successful vendor or vendors to obtain the most cost advantageous services for the County.

Indemnity Clause - The proposer, if awarded a contract, agrees to protect, defend and save harmless the County against any damage for payment for the use of any patented material process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and he further agrees to indemnify and save harmless the County from suits or actions of every nature and description brought against it, for, or on account of injuries or damages received or sustained by any party or parties by, or from any of the negligent acts of the contractor, his servants or agents.

Pay to Play Requirements - Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

Certification of Non-Involvement in Prohibited Activities in Iran - Pursuant to N.J.S.A. 52:32-58, the proposer must certify that neither the vendor, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the vendor is unable to so certify, the vendor shall provide a detailed and precise description of such activities.

Transitional Period - In the event services are terminated by contract expiration or by voluntary termination by either the Contractor or the County of Ocean, the Contractor shall continue all terms and conditions of said contract for a period not to exceed one (1) month at the County's request.

Statement of Ownership - The provisions of N.J.S.A. 52:25-24.2 applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

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

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

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

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time—and verify that no subcontractors are currently on the Prevailing Wage Debarment List.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at 609-292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

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

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Please see samples of acceptable Business Registration Certificates on next page.

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME:		TRADE NAME:
TAXPAYER IDENTIFICATION#:		SEQUENCE NUMBER:
ADDRESS:		ISSUANCE DATE:
EFFECTIVE DATE:		<i>J.P. & Tully</i>
FORM-BRC(08-01)	<small>Active Director</small> This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	

THESE ARE SAMPLES OF THE ONLY ACCEPTABLE BUSINESS REGISTRATION CERTIFICATES.

ONE OF THESE DOCUMENTS MUST BE PROVIDED WITH THE PROPOSAL SUBMISSION OR PRIOR TO AWARD OF THE CONTRACT, REGARDLESS OF THE FACT THAT A COPY MAY ALREADY BE ON FILE WITH THE COUNTY OF OCEAN.

 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

NON - COLLUSION AFFIDAVIT

STATE OF NEW JERSEY :

: ss

COUNTY OF _____ :

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 vendor
making the Proposal for the above-named Project, and that I executed the said Proposal with
full authority so to do; that said vendor has not, directly or indirectly, entered into any agreement,
participated in any collusion, or otherwise taken any action in restraint of free, competitive
procurement 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 Ocean 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 _____.
(N.J.S.A. 52:34-15). (Name of Contractor)

(Also type or print name of affiant under signature)

Subscribed and sworn to
before me this _____
day of _____, 20____.

Notary Public of
My commission expires

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

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

AFFIRMATIVE ACTION QUESTIONNAIRE

NOTICE TO ALL CONTRACTORS

AFFIRMATIVE ACTION REGULATIONS N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1 et seq.)

A. ACTIVITY OF YOUR COMPANY- Indicate below:

- Procurement and/or Service Company
- Professional Consultant
- Other _____

All Contractors, except Government Agencies, are required to comply with the above law.

B. TO ALL CONTRACTORS:

1. Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, a Contractor should present one of the following to the County of Ocean:
 - (a) An existing federally approved or sanctioned affirmative action program.
 - (b) A New Jersey Certificate of Employee Information Report Approval.
 - (c) If the Contractor cannot present "a" or "b", the Contractor is required to submit a completed Employee Information Report (Form AA302). This form will be made available to the Contractor by the County of Ocean.

C. QUESTIONS BELOW MUST BE ANSWERED BY ALL CONTRACTORS:

1. Do you have a Federally approved or sanctioned Affirmative Action Program?
Yes _____ No _____
 - (a) If yes, please submit a photocopy of such approval.
2. Do you have a State of New Jersey "Certificate of Employee Information Report" approval?
Yes _____ No _____
 - (a) If yes, please submit a photocopy of such certificate.

The undersigned Contractor certifies that he is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1 et seq.) and agrees to furnish the required documentation pursuant to the law.

COMPANY: _____

SIGNATURE: _____

TITLE: _____

Note: A contract must be rejected as non-responsive if a contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1 et seq.).

AMERICANS WITH DISABILITIES ACT

Equal Opportunity For Individuals With Disabilities

The CONTRACTOR and the COUNTY do hereby agree that the provisions of title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the COUNTY pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the COUNTY in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect and save harmless the COUNTY, its agents, servants and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the COUNTY'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the COUNTY which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the COUNTY or if the COUNTY incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

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

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

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

SIGNATURE PAGE

The County of Ocean does not discriminate on the basis of handicapped status in the admission or access to, or treatment, or employment in its programs or activities.

The County of Ocean shall allow access to any books, documents, papers and records of the contractor, which are directly pertinent to that specific contract.

Compliance is required with all applicable standards, orders, or requirements issued under 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency Regulations (40 CRF, Part 15) which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of violating facilities.

"The County of Ocean considers it to be a substantial conflict of interest for any company desiring to do business with the County to be owned, operated or managed by any County employee, nor shall any County personnel be employed by the vendor in conjunction with any work to be performed for or on behalf of the County of Ocean".

I HEREBY CERTIFY COMPLIANCE WITH THE FOREGOING.

Partnership

The undersigned is a Corporation under the law of the State

Individual

of _____, having principal offices
at _____.

NAME OF COMPANY, CORPORATION OR INDIVIDUAL
- PLEASE PRINT -

SIGNED BY: _____

PRINT NAME AND OFFICIAL TITLE

ADDRESS: _____

INCLUDE ZIP CODE

TELEPHONE: _____

E-MAIL ADDRESS _____

FEDERAL IDENTIFICATION NO. _____

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

PART I - Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

PART II

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address

PART III - Disclosure of 10% or Greater Ownership in the Stockholders, Partners or LLC Members Listed in PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

PART IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the County of Ocean is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the County of Ocean to notify the County of Ocean in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the County of Ocean to declare any contract(s) resulting from this certification void and unenforceable.

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

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1: CERTIFICATION PROPOSERS **MUST COMPLETE PART 1 BY CHECKING EITHER BOX** FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE

Pursuant to Public Law 2012, c. 25, any person or entity that submits a proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Proposers **must** review this list prior to completing the below certification. **Failure to complete the certification will render a vendor's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the vendor listed below nor any of the vendor's parents, subsidiaries, or affiliates is **listed** on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed below, or I am an officer or representative of the entity listed below and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

I am unable to certify as above because the vendor and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN
You must provide a detailed, accurate and precise description of the activities of the vendor's person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, PLEASE ADD AN ADDITIONAL SHEET(S) OF PAPER.

Name _____	Relationship to Proposer _____
Description of Activities _____ _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Proposer 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 the County of Ocean 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 the County of Ocean and that the County at its option may declare any contract(s) resulting from this certification void and unenforceable.

Name of Proposer: _____

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

DOCUMENT CHECKLIST

Project Title: CDBG Housing Rehabilitation Activities

Items submitted
(Proposer's INITIALS)



A. FAILURE TO SUBMIT ANY OF THESE DOCUMENTS IS MANDATORY CAUSE FOR REJECTION OF PROPOSAL

- | | | |
|----------|---|-------|
| <u>X</u> | Statement of Ownership (N.J.S.A. 52:25-24.2) | _____ |
| <u>X</u> | Acknowledgment of receipt of addenda or revisions (if issued) | _____ |
| <u>X</u> | Disclosure of Investment Activities in Iran | _____ |
| <u>X</u> | Cost Proposal | _____ |

B. FAILURE TO SUBMIT ANY OF THESE DOCUMENTS MAY BE CAUSE FOR REJECTION OF PROPOSAL

- | | | |
|----------|--|-------|
| <u>X</u> | Non-Collusion Affidavit | _____ |
| <u>X</u> | Affirmative Action questionnaire | _____ |
| <u>X</u> | Signature Page | _____ |
| <u>X</u> | One (1) Original and Two (2) Copies of Proposal Submission | _____ |
| <u>X</u> | References | _____ |

C. DOCUMENTS REQUESTED TO BE INCLUDED WITH THE PROPOSAL

- | | | |
|----------|--|-------|
| <u>X</u> | Copy of New Jersey Business Registration Certificate in compliance with N.J.S.A. 52:32-44 <u>OR</u> Copy of IRS letter granting tax exempt status under Sec. 501(c)3 | _____ |
| _____ | Copy of Proposer's Public Works Contractor Registration Certificate | _____ |

D. THE UNDERSIGNED PROPOSER HEREWITH SUBMITS THE ABOVE REQUIRED DOCUMENTS.

PRINT NAME OF PROPOSER: _____

SIGNED BY: _____

PRINT NAME AND TITLE: _____

DATE: _____

THIS CHECKLIST SHOULD BE INITIALED AND SIGNED WHERE INDICATED AND RETURNED WITH ALL DOCUMENTS.

ADDENDUM ACKNOWLEDGMENT

COUNTY OF OCEAN

ADDENDUM NO: _____

ADDENDUM NO: _____

ADDENDUM NO: _____

ACKNOWLEDGMENT

PROJECT ENTITLED: _____

Acknowledgment is hereby made of the receipt of Addendum No. _____ containing information for the above referenced project.

PROPOSER: _____

BY: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

NOTE: WHEN AN ADDENDUM IS ISSUED, THIS ACKNOWLEDGMENT MUST BE ENCLOSED WITH THE PROPOSAL AT THE TIME OF PROPOSAL SUBMISSION. FAILURE TO DO SO WILL RESULT IN PROPOSAL REJECTION.