

**MORRIS COUNTY**  
**IMPROVEMENT AUTHORITY**  
**REQUEST FOR PROPOSALS**  
**FOR LEASE OF THE**  
**MORRIS VIEW HEALTHCARE CENTER**

**NOTICE TO READERS**

This is a courtesy copy of the document, and is intended for viewing purposes only. Formal documents may be obtained by interested potential respondents via written request to Mr. James Jorgensen, QPA, Purchasing Agent for the Morris County Improvement Authority (MCIA).

Mr. Jorgensen may be contacted by email at [jjorgensen@co.morris.nj.us](mailto:jjorgensen@co.morris.nj.us)

**NOTE:** The MCIA assumes no responsibility for potential respondents that fail to obtain the proper documentation as instructed above.

**REQUEST FOR PROPOSALS FOR LEASE OF THE  
MORRIS VIEW HEALTHCARE CENTER**

**SECTION 1: INTENT OF RFP AND OVERVIEW OF FACILITY AND SERVICES**

**1.1 STATEMENT OF INTENT**

The intent of this Request for Proposals (the "RFP") from the Morris County Improvement Authority (the "Authority"), is to engage an experienced private healthcare organization to lease the Morris View Healthcare Center, a 283 bed long-term care skilled nursing facility (SNF) and sub-acute rehabilitation facility ("Morris View"), for continued operation as a continuous care facility. Morris View is located at 540 West Hanover Avenue, Morris Plains, New Jersey. The Morris View leased premises is depicted on the facility maps attached hereto as **Exhibit A** (the "Leased Premises").

**1.2 SUBMITTAL INFORMATION**

Sealed responses shall be submitted in writing to James J. Jorgensen, QPA, at 10 Court Street, Suite 517 – Purchasing Division, Morristown, New Jersey 07963.

Each proposal shall be sealed, and on the outermost envelope respondent must clearly mark their organization's name, and the RFP number.

Each submittal shall include one set of original documents, and two photo-copies of the original documents, and one digital set on CD Rom or Flash-drive, with the company name clearly marked thereupon.

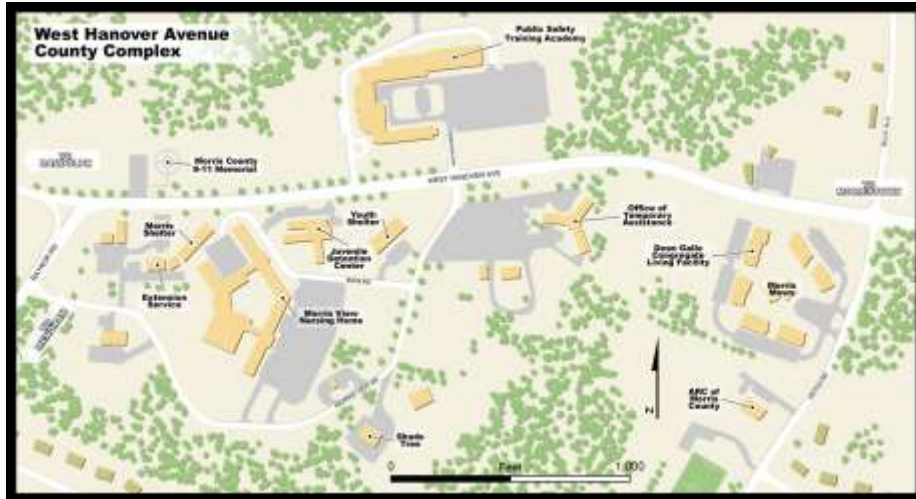
**1.3 OVERVIEW OF FACILITY AND SERVICES**

Morris View is housed within a larger Morris View Healthcare Facility, a dynamic, multi-faceted healthcare facility (the "Facility") currently owned and operated by the County of Morris, New Jersey (the "County"). The County will lease the Facility to the Authority pursuant to a lease agreement to be entered into prior to the execution of the hereinafter defined Lease Agreement between the Authority and the hereinafter defined Lessee.

The Facility consists of (i) Morris View, (ii) an adult day care center, (iii) a Head Start child care center, (iv) the Morris County Vocational School Adult Licensed Professional Nursing (LPN) program and (v) the Morris Area Para transit System (MAPS), among others.

The Facility is physically located within the West Hanover Avenue County Complex, that houses many human service organizations in several different buildings (the "County Complex"), that are not the subject of this RFP.

The Scaled Map below, also attached as **Exhibit B**, in larger size, depicts the County Complex. The Facility is identified on the map as the "Morris View Nursing Home".



## **SECTION 2: AUTHORITY AND AWARD**

### **2.1 AUTHORITY**

This RFP is issued under the authority of the Authority. This RFP seeks proposals for the leasing of the Leased Premises within Morris View and the transfer of 283 licensed long-term beds issued by the New Jersey Department of Health (“NJDOH”). Said license is currently held by the County, and subject to all necessary approvals by NJDOH, will be transferred by the County to the Authority prior to execution of the Lease Agreement, and thereafter the Authority will transfer said license to the Lessee.

The lease shall be awarded by the Authority based on evaluation criteria described in detail herein. All responses to this RFP will be evaluated by a committee made up of Authority and County employees and professionals (collectively, the "Evaluation Committee").

During the RFP response evaluation phase, respondents may be required to attend an interview with the Evaluation Committee, and the Evaluation Committee reserves the right to complete site visits to facilities currently owned and/or operated by each respondent.

A proposed form of Lease Agreement is attached hereto as **Exhibit C** (the "Lease Agreement"). Except for Material Terms (as defined herein), the Authority reserves the right to negotiate the final terms of the Lease Agreement with the selected respondent.

In the event the Authority and the selected respondent fail to successfully negotiate and execute the Lease Agreement within a sixty (60) day period, the Authority reserves the right to select the next highest ranked respondent to this RFP to negotiate and execute the Lease Agreement. The respondent who executes the Lease Agreement shall hereafter be referred to as the "Lessee".

## **SECTION 3: FACILITY REQUIREMENTS**

### **3.1 MAINTENANCE AND UPKEEP**

a) The Lessee shall at all times maintain and operate the Leased Premises in accordance with all applicable Federal and State laws, rules and regulations, including, without limitation, N.J.A.C. Title 8 at Chapters 33 and 34, N.J.S.A. 30:13-1 et seq. N.J.A.C. 8:39 and N.J.A.C. 8:43E.

b) The Lessee will be responsible for all ongoing maintenance and upkeep of the Leased Premises, including capital improvements within the Leased Premises (see Section 3.10 of this RFP), at the Lessee's own cost and expense.

c) The Authority will retain responsibility to operate and maintain all major building systems within the Facility, including boiler room, electrical, plumbing, HVAC, structural and architectural, at the Authority's own cost.

### **3.2 LEASED PREMISES**

a) The Leased Premises consists of 211,277.3 square feet of space on four floors of the Facility (Ground, First, Second and Third). The Leased Premises includes all nursing units, kitchen, laundry, maintenance, physical therapy, administrative and other areas within the Facility which support the full operation of the 283 licensed beds.

Included in the Leased Premises is 34,519.3 square feet of vacant space on the Third Floor, which is presumed to be included unless noted otherwise by a respondent (the "Third Floor Option").

Lessee may use the Third Floor for a use that is compatible with that of Morris View. Pursuant to the terms of the Lease Agreement, determination of compatibility of use of the Third Floor by the Lessee is in the sole discretion of the Authority, and is subject to prior written notice to the Authority.

b) The common areas, identified on the Facility maps as "Common," shall remain available to all occupants and visitors to the Facility. The County will retain responsibility for the Facility grounds, including all parking lots, sidewalks and landscaped areas.

### **3.3 COMMUNITY RELATIONSHIPS**

As part of community outreach program, Lessee may, at its option, continue to provide programs for local Universities and institutions of higher learning, including but not limited to:

- (i) County College of Morris – RN program clinical affiliation agreement; and
- (ii) Drew University – Civic Engagement Program – supports the recreation department.

Agreements with the County College of Morris and Drew University are available for review by clicking the following link:

<http://liaison3.marcusmillichap.com/PHJEJ6IQ> .

### **3.4 DIETARY PROGRAMS**

a) Lessee shall be responsible to procure and provide its own dietary programs within Morris View, including for resident meals, snacks and groceries, staff and visitor meals–main cafeteria, on-site vending services, on-site and off-site catering services and coffee shop. A description of current meal service and volumes is below.

Morris View houses the main production kitchen and dietary offices for Morris View, as well as the County's Adult Day Care and Head Start Program, located within the Facility. Lessee shall continue to provide the dietary needs to these two County programs. Current volume of meal service for these two County programs is described below. Current agreements with Adult Day Care and Head Start are available for review in the following location <http://liaison3.marcusmillichap.com/PHJEJ6IQ>.

b) The Morris View dietary program currently provides the following **approximate** service volumes on an annual basis:

- Resident meals-293,100
- Staff and visitor meals / main cafeteria -52,500
- Staff and visitor meals, snacks etc. / Coffee Shop – 16,150 individual visits
- Head Start Child Program (on site) meals – 20,000
- Adult Day Care Center (on site) meals – 5,920

### 3.5 LAUNDRY SERVICES

a) The laundry facility for Morris View is located on the ground floor “D” Unit of the Facility and is part of the Leased Premises.

b) The laundry is currently operated, managed and staffed by a third party provider agreement, which will be terminated at or prior to execution of the Lease Agreement. Lessee shall be responsible to provide laundry services in the manner of their choosing.

c) The Laundry currently operates seven days a week with one full day shift and one partial evening shift.

d) All equipment, both portable and bolt down (and except as set forth below), associated with laundry production are part of the Leased Premises. The County currently maintains all production equipment through third party contracts for inspection, maintenance and repairs, which will be terminated at or prior to execution of the Lease Agreement. Lessee shall be responsible to provide its own inspection, maintenance and repairs in the manner of their choosing.

NOTE: The automatic chemical injection apparatus connected to the washing machines is the property of the current third party laundry provider and will be removed upon termination by the County of the contract with such third party laundry provider.

e) The Lessee shall be responsible for all costs associated with the operation and maintenance of the laundry system.

f) The Laundry currently provides the following production services for residents of Morris View on an annual basis:

**Morris View:**

• Flat Goods	825,000 LBS.
• Resident Personal Clothing	450,000 LBS.
• Rehabilitation Services	20,000 LBS.
• Beauty Shop	9,000 LBS.
<b>Total Annual Production</b>	<b>1,304,000 LBS.</b>

### **3.6 IT SYSTEMS**

a) An itemized list of (i) the IT Infrastructure and Application Services Morris View uses presently and (ii) the printers, PCs, kiosks, laptops, etc. that are currently in use throughout Morris View, is attached hereto as **Exhibit D** (the items in (i) and (ii) herein, collectively, the "Morris View IT Equipment"). All Morris View IT Equipment shall be included in the Leased Premises, unless Lessee requests that all or a portion of such Morris View IT Equipment be removed from the Leased Premises prior to commencement of the Lease Agreement.

b) The Lessee will be solely responsible for establishing its own secure telecommunications infrastructure and automated processing services, as well as internet and wireless services.

### **3.7 RESIDENT INFORMATION**

The County currently utilizes Point Click Care and will provide a bridge to access client information, electronic medical records and billing software for 90 days, commencing on the effective date of the Lease Agreement, while the Lessee transitions to their own systems.

### **3.8 FURNITURE AND FIXTURES**

An itemized list of all furniture, appliances, fixtures, tableware, cookware and other related items is attached hereto as **Exhibit E**. All such items are included in the Leased Premises, unless Lessee requests that all or a portion of such items be removed from the Leased Premises prior to commencement of the Lease Agreement.

### **3.9 EXISTING MORRIS VIEW CONTRACTS**

As noted within this RFP, the County currently has various contracts with third-parties for provisions of various services in connection with the operation of Morris View. Notwithstanding anything contained herein to the contrary, all such contracts shall be terminated by the County at or prior to the effective date of the Lease Agreement, and the Lessee shall not be required to assume, as successor or assignee, any such contracts. Lessee shall be solely responsible to enter into any contracts it determines, as lessee of Morris View. Such contracts shall not be subject to any approval or review by the Authority. If Lessee desires to continue any of the existing County contracts, the County and Authority agree to cooperate to work with the Lessee and any such third-party contractor for the assumption by Lessee of such contract.

### **3.10 CAPITAL IMPROVEMENTS**

a) The Lessee shall be required to provide the Authority with an annual 5-Year Capital Improvement Plan, describing the proposed capital improvements to Morris View and their cost, to be undertaken by and at the sole cost to Lessee during the applicable 5 year period. All capital improvements undertaken by the Lessee shall be subject to the prior written approval of the Authority. Lessee shall be required to comply with all applicable laws in connection with the undertaking of any capital improvements, including laws regarding prevailing wages.

b) Should the lease be terminated by the Authority (other than for cause), the Authority will provide to the Lessee a pro-rated cost of the capital improvements made by Lessee prior to termination.

c) The County has commenced construction of the capital projects set forth below, and will continue these capital projects to completion at the County's sole cost and expense:

- (i) **Tub & Shower Renovations** - Construction is ongoing. Expect a late March, 2017 or early April, 2017 completion.
- (ii) **Emergency Generator** - This project has been Approved by the State Department of Community Affairs and a contract will be awarded in March. It is estimated that it will be completed in August 2017.
- (iii) **Cooling Tower Replacement** - This project has been approved by the State Department of Community Affairs and a contract has been awarded. It is estimated that it will be completed at the end of April 2017.
- (iv) **The Dish Sanitizing Machine** - This piece of equipment will be replaced. Completion date is to be determined.

Lessee shall agree to work cooperatively with the County and Authority to provide access to any portions of the Leased Premises until the above-enumerated capital projects are completed.

d) **Exhibit F** lists all other long term capital projects that have been previously identified for potential implementation and a description of their status.

### **3.11 FACILITY WIDE UTILITY EXPENSES**

a) Attached hereto as **Exhibit G** is a detailed accounting of all of the Facility utility expenses for 2015, common to the facility, including but not limited to electric, gas and water (the "Facility Utility Expenses").

b) Lessee shall be responsible to pay fifty percent (50%) of the Facility Utility Expenses annually for the term of the Lease Agreement.

### **3.12 RESPONSIBILITIES FOR OBTAINING APPROVALS, ETC.**

a) Lessee shall be responsible to comply with all applicable laws with respect to the leasing of Morris View and the conducting of an ongoing business, including but not limited to, approvals for the lease of Morris View and the conducting of an ongoing business from the appropriate municipal, County, State or federal governmental agencies and payment of any required fees associated with the lease of Morris View and the conducting of an ongoing business.

b) Lessee shall be required to acquire and keep current all licenses required for the conduct of its business. Copies shall be provided to the Authority upon request.

c) Lessee shall also bear the burden of obtaining and paying for any and all disposal fees and utility expenses that are not Facility Utility Expenses, including but not limited to telephone and cable.

## **SECTION 4: EVALUATION CRITERIA**

### **4.1 CRITERIA TO BE CONSIDERED BY THE EVALUATION COMMITTEE IN EVALUATING RESPONSES**

Responses to this RFP will be reviewed and evaluated based on the following criteria:

- a) **Financial Viability** – Respondents shall identify in detail their current operations that demonstrate fiscal and functional ability to care for residents in a professional and lawfully compliant manner, as described in more detail below.
- b) **Staffing Capabilities** – Respondents shall include all documentation to demonstrate such Respondent's ability to meet or exceed New Jersey State minimum requirements regarding employment, specific to the functions of a nursing home, and/or long term care facility, as described in more detail below.
- c) **Operational Practices** - Respondents shall describe in detail how other owned and/or operated facilities of such Respondent are operated, including but not limited to dietary care, spiritual needs, council services (resident and family members), management of medical records, and patient billing concerns, as described in more detail below.
- d) **Quality Controls** – Respondents shall describe and set forth the measures currently in use by such Respondent at other owned and/or operated facilities of such Respondent to measure quality of care, and overall quality of service. What quality controls are implemented, and what policies are currently in use to ensure optimal quality, as described in more detail below.
- e) **Monetary Considerations** – Respondents shall set forth their proposed Lease payment (rent), and any costs for operational, structural, or equipment improvements, as may be proposed.

#### 4.2 FINANCIAL VIABILITY

- 1) Provide the number of facilities you own/operate and, with respect to each such facility, please:
  - a) List the Names & Address for all facilities;
  - b) Provide the Name of Administrator and Contact Information;
  - c) Provide the number of licensed beds there are within each facility?
    - i) # of Medicaid Licensed Beds
    - ii) # of Medicare Licensed Beds
    - iii) # of Subacute Beds
    - iv) # of Long Term Care Beds
- 2) Provide a copy of the last three (3) years of audited financial data. If audited financial data is not available, provide past three (3) years, along with current year to date balance sheets, income statements and statements of cash flows.
- 3) Provide twelve (12) months of Accounts Payable Aging reports.
- 4) Provide three (3) years of loss run data.

#### 4.3 STAFFING CAPABILITIES

Provide a detailed staffing plan that demonstrates compliance with/or exceeds New Jersey State minimum requirements in other owned and/or operated facilities, including but not limited to:

- 1) Physicians



- 2) Registered Nurse (RN) hours per resident per day
- 3) Total staffing hours per resident per day.
  - i) Total staffing includes: RNs
  - ii) Licensed Practical Nurses (LPNs)
  - iii) Certified Nurse Aids (CNAs).
- 4) Provide salary data by categories in other owned and operated facilities.
- 5) Provide the benefit package offered to all staff in other owned and operated facilities.
- 6) How is staffing adjusted to meet the needs of the nursing home residents?
- 7) Describe your use of agency nurses.
- 8) Describe the process utilized to seek appropriately credentialed staff.
- 9) Describe the hiring process from within the local community.
- 10) Describe the training and continuous educational plan for staff development.
- 11) Describe how the following services are provided in other owned and operated facilities:
  - i) Occupational Therapy
  - ii) Speech Therapy
  - iii) Physical Therapy
- 12) Provide a detailed plan of how recreational activities are planned and executed in other owned and/or operated facilities
- 13) Provide a detailed plan of how social service needs will be addressed.
- 14) Provide a copy of the proposed background check policy
- 15) Provide a detailed plan for the management of any recreational volunteer program.

#### 4.4 OPERATIONAL PRACTICES

Provide details about the following concerns, in a comprehensive format.

**a) Dietary Program**

- 1) How are dietary needs met at other owned and/or operated facilities? Describe in detail the process of menu consideration, food prep, sanitary measures and delivery.

**b) Spiritual Care**

- 1) Describe how spiritual care is provided in other owned and/or operated facilities.

**c) Resident Council and Family Council**

- 1) Describe how the operator interacts with resident and family council in other owned and/or operated facilities.
- 2) Provide contact information for the Chair/leadership of these councils.

**d) Medical Records Management**

- 1) Describe the electronic medical records system utilized at other owned and/or operated facilities.
- 2) How do you intend to handle the transition of the electronic medical records?

- 3) Provide managerial details for the existing medical records management in practice at other owned and/or operated facilities.
  - 4) Describe the patient billing process in place at other owned and/or operated facilities, and be prepared to provide redacted samples if requested.
  - 5) Provide the name of the billing system that will be utilized in Morris View.
- e) **History of Sanctions**
- 1) Provide a summary sheet of all violations and supporting documentation and copies of the applicable state department of health annual surveys and the corresponding plan of correction for the last three (3) years in all facilities owned and operated by your organization.
  - 2) CMS Star Rating.
  - 3) Complaints made to the Ombudsman in the last 3 years.
- f) **Accountable Care Organizations and Managed Care**
- 1) Are you a member of an Accountable Care Organization (ACO)?
    - a) If so, which one?
    - b) Which managed care companies do you currently have contracts with in other owned and/or operated facilities.

#### 4.5 QUALITY CONTROLS

- a) **Policies and Procedures**
- 1) Provide a copy of the existing patient grievance and visitor policies in effect at other owned and/or operated facilities.
- b) **Quality Indicators and Control Measures**
- 1) Provide a detailed plan outlining the current patient and family satisfaction survey process at other owned and/or operated facilities.
  - 2) Describe in detail how you currently control the quality of care with your residents at other owned and/or operated facilities.
  - 3) Describe the reporting procedures regarding behavior towards residents, and any policies regarding measures taken to ensure compliance with resultant reported solutions.
- c) **Community Relationships**
- 1) Describe how your current owned and/or operated facilities interact with the local community.
  - 2) Provide information on current community support and outreach efforts at other owned and/or operated facilities.

#### 4.6 THIRD FLOOR OPTION

Each respondent shall clearly indicate in its response if it is selecting the Third Floor Option to have the Third Floor space removed from the Lease Agreement.

All respondents that are not selecting the Third Floor Option should provide a summary proposal for the utilization of the Third Floor of Morris View, including a description of proposed use.

#### 4.7 MONETARY CONSIDERATIONS

The form of Lease Agreement is attached hereto as **Exhibit C**. In addition to the terms thereof, the Lease Agreement shall incorporate by reference the terms of this RFP.

The terms set forth in Section 3 of this RFP are considered material terms to the Lease Agreement (the "Material Terms"). Respondents must provide any proposed amendments to the Material Terms in writing to the Morris County Improvement Authority Purchasing Agent via email at [jjorgensen@co.morris.nj.us](mailto:jjorgensen@co.morris.nj.us), or via fax to (973) 829-0304, **NO LATER** than 3:00 PM on March 20, 2017. The Authority will provide to all respondents in writing via an addendum to this RFP the list of proposed amendments and the Authority's response. The Authority will issue such addendum at least five (5) business days prior to the RFP Submission Deadline.

**a) Lease Terms**

**1) Proposed Payments (include with submittal, in a separate, sealed envelope marked "Proposed Payment Terms")**

- a) Provide the proposed lease payment, including
  - i) Up-front payment, if any;
  - ii) Annual lease payment;
  - iii) Annual lease payment escalators.

**b) Deposit**

Each respondent is required to provide a deposit equal to the lesser of (i) 10% of the aggregate amount of the first 12 months' proposed annual lease payments or (ii) \$50,000 (the "Deposit"). Each Deposit shall be in the form of a certified or cashier's or treasurer's check, drawn upon a bank or trust company, and payable to the "**Morris County Improvement Authority**". Respondents should include the certified or cashier's or treasurer's check in the sealed envelope described in (a)(1) of this Section 4.7. All Deposits will be held by the Authority uncashed, pending review of the responses to this RFP. Upon the earlier of (i) award of the Lease Agreement to the Lessee, and (ii) sixty (60) days from the RFP Submission Deadline set forth on the cover of this RFP, the Authority will return the Deposits to the unsuccessful respondents. The Authority will deposit the Deposit of the Lessee and apply the Deposit in accordance with the payment terms of the Lease Agreement.

**c) Contract Term**

Fifteen (15) Year lease with one option to renew for Four (4) years, not to exceed a total of nineteen (19) years.

**d) Staffing Plan**

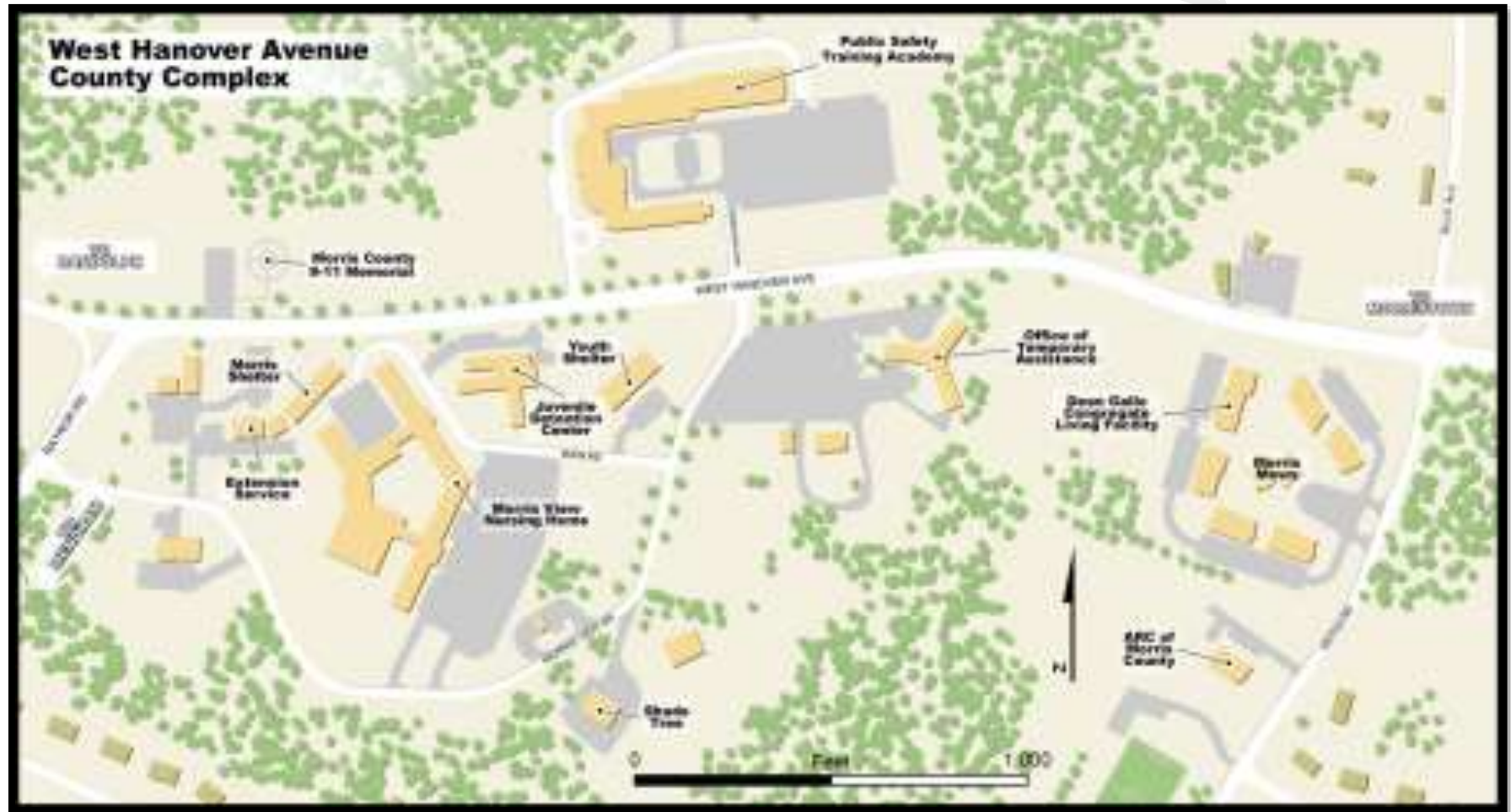
Respondents shall provide a proposed staffing plan which includes a detailed salary and benefit plan.

**Company Name:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

EXHIBIT B



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

**DOCUMENT CHECKLIST**

<input checked="" type="checkbox"/>	<b>Respondent Contact Data Sheet – signed</b>	
<input checked="" type="checkbox"/>	<b>Corporate Disclosure Statement – sign</b>	
<input checked="" type="checkbox"/>	<b>Stockholder Disclosure Certification Form (Ownership) - sign and notarize</b>	
<input checked="" type="checkbox"/>	<b>Non-Collusion Affidavit Form - sign and notarize</b>	
<input type="checkbox"/>	<b>Mandatory Equal Employment Opportunity Language - read</b>	
<input checked="" type="checkbox"/>	<b>Affirmative Action Language Acknowledgement Form - sign</b>	
<input checked="" type="checkbox"/>	<b>Americans with Disabilities Act of 1990 Language – read and sign</b>	
<input checked="" type="checkbox"/>	<b>Disclosure of Investment Activities in Iran</b>	

- Means Respondent to read the item(s)

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

**NOTE:**

- 1) The required forms when not properly executed and returned can result in rejection of this proposal
- 2) Respondent understands that the specifications herein are incorporated into and fully part of any contract or lease as may be awarded as result of this proposal submittal.
- 3) **All questions** pertaining to this request must be submitted in writing to the Morris County Improvement Authority Purchasing Agent via email at [jjorgensen@co.morris.nj.us](mailto:jjorgensen@co.morris.nj.us), or via fax to (973) - 829-0304, **NO LATER** than 3:00 PM on March , 2017.
- 4) **IMPORTANT: FORMS REQUIRED HEREIN SHALL NOT BE SUBMITTED DOUBLE SIDED**

**RESPONDENT CONTACT DATA SHEET**

**Firm/Company Name:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Email address:** \_\_\_\_\_

**ALTERNATE CONTACT PERSON**

**Print Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Email address:** \_\_\_\_\_

COURTESY COPY ONLY

**CORPORATE DISCLOSURE STATEMENT**

The undersigned is an - Individual - Partnership - Corporation  
(Please indicate with circle)

Under the laws of the State of \_\_\_\_\_

Having principal offices at \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

RESPECTFULLY SUBMITTED BY \_\_\_\_\_  
(Name of Corporation, Partnership or Individual)

WITNESS: ADDRESS \_\_\_\_\_

\_\_\_\_\_

TELEPHONE: \_\_\_\_\_

S/ \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

POSITION: \_\_\_\_\_ POSITION: \_\_\_\_\_

SSAN (If Individual): \_\_\_\_\_

FED ID# (IF Incorporated): \_\_\_\_\_

DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

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

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

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

**OWNERSHIP DISCLOSURE STATEMENT**

**LEGAL NAME OF BIDDER/RESPONDENT:** \_\_\_\_\_

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

**The disclosure shall be continued until names and addresses of every person who is a non-corporate stockholder, or individual partner, exceeding the 10% ownership criteria established in this act, has been listed, in full compliance with Chapter 33 of the New Jersey Public Laws of 1977.**

**BIDDER/RESPONDENT MUST CHECK THE APPROPRIATE ORGANIZATIONAL DESIGNATION:**

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

**BIDDER/RESPONDENT MUST CHECK THE APPROPRIATE BOX:**

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

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

\_\_\_\_\_

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

\_\_\_\_\_

**Stockholder Name** \_\_\_\_\_

Address \_\_\_\_\_

**Stockholder Name** \_\_\_\_\_

Address \_\_\_\_\_

**Stockholder Name** \_\_\_\_\_

Address \_\_\_\_\_

**Stockholder Name** \_\_\_\_\_

Address \_\_\_\_\_

*(Note: Attach additional pages if necessary)*

\_\_\_\_\_  
(Respondent/Respondent Authorized Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print name of authorized signatory)

\_\_\_\_\_  
(Title)



**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_,

COUNTY OF \_\_\_\_\_.

\_\_\_\_\_ (name) being first duly sworn, deposes and says that he is

\_\_\_\_\_ (give title) of \_\_\_\_\_ (Bidder), that such Bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement of collusion, communication or conference with any person to fix the bid price of the bidder or any other bidder for the written contract, or to fix any overhead profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Owner, or any other person interested in the proposed Contract; and that all statements contained in said Bid are true; and further, that the Bidder has not, prior to the official opening of the Bid, directly or indirectly, submitted this Bid, or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof, or to any person who is not an employee of the Bidder, except the Surety which furnished Bid Security and consent of Surety for purposes of the making of this Bid, all in accordance with N.J.S.A. 52:34-15.

\_\_\_\_\_  
(Signature of Affiant)

Sworn and subscribed to before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary Public)

My Commission expires: \_\_\_\_\_.

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

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

**Goods and General Service Vendors**

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

**Do you have a federally-approved or sanctioned EEO/AA program?**      Yes  No

**If yes, please submit a photocopy of such approval.**

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

**Do you have a State Certificate of Employee Information Report Approval?** Yes  No

**If yes, please submit a photocopy of such approval.**

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

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance).

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

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

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

COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## **AMERICANS WITH DISABILITIES ACT**

### ***Equal Opportunity for Individuals with Disabilities***

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

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

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

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

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

**Solicitation Number:** \_\_\_\_\_ **Respondent:** \_\_\_\_\_

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a response/renew:

- is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, AND
- is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

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

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

You must provide, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

NAME: \_\_\_\_\_ Relationship to Respondent \_\_\_\_\_

Description of Activities \_\_\_\_\_

Duration of Engagement \_\_\_\_\_ Anticipated Cessation Date: \_\_\_\_\_

Respondent/Offeror Contact Name \_\_\_\_\_ Contact Phone Number \_\_\_\_\_

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

Full Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_

Title \_\_\_\_\_ Date: \_\_\_\_\_