

REQUEST FOR QUALIFICATIONS (“RFQ”)  
CODE BLUE SHELTER PROVIDERS  
FOR BURLINGTON COUNTY  
DEPARTMENT OF HUMAN SERVICES

PART I

**Instructions to Vendors**

**1.0 PURPOSE**

The intent of this Request for Qualifications (“RFQ”) is to allow the County, through the Department of Human Services, to create a pool of pre-qualified Code Blue providers from which the County may select vendors for Code Blue Providers for Burlington County Department of Human Services for January 1, 2019 through December 31, 2021. Vendors responding to this RFQ should have experience and a knowledgeable background and qualifications in the field of Code Blue Shelter. Additional information is contained within the “CONSULTANT RFQ RESPONSE FORM – CODE BLUE” attached which must be completed and returned with Statement of Qualifications.

The County intends to award contracts for Code Blue Shelter Services pursuant to N.J.S.A. 40A:11-5(1)(a)(i). This RFQ is being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq.

The specific extent and character of the Code Blue Shelter Services to be performed shall be subject to the general control and approval of the Administrator of Burlington County Department of Human Services and/or the Burlington County Solicitor’s Office.

**2.0 COMPLIANCE WITH LAWS**

The successful vendor(s) shall comply with all applicable federal, state, and local statutes, rules and regulations. If awarded a contract, our company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

**3.0 PROCEDURE FOR RESPONDING TO REQUEST FOR QUALIFICATIONS**

**3.1 SUBMISSION OF RESPONSES TO RFQ**

Five (5) copies of the Response, INCLUSIVE OF ALL INFORMATION required in Part II, “Response Requirements” should be provided. Responses must be provided to Burlington County Department of Human Services. Responses sent regular mail should be addressed to Burlington County Department of Human Services, 795 Woodlane Rd,

RFQ – CODE BLUE SHELTER, P.O. Box 6000, Mt. Holly, NJ 08060. Responses sent UPS, Federal Express or Hand Delivery should be addressed to Burlington County Department of Human Services, 795 Woodlane Rd, Westampton, NJ 08060. Responses are scheduled to be opened on October 31, 2018 at 10:00 AM. Any responses received after said opening whether by mail or otherwise, will be returned unopened. Responses should be provided in a sealed envelope with the title of the “RFQ CODE BLUE SHELTER” clearly marked on the outside. It is recommended that each Response package be hand delivered. The County assumes no responsibility for delays in any form of carrier, mail, or delivery service causing the Responses to be received after the above referenced due date and time. Submission by fax, telephone, or e-mail is NOT PERMITTED.

The Burlington County Board of Chosen Freeholders shall make final selection of vendor by formal resolution.

### **3.2 QUESTIONS REGARDING REQUEST FOR QUALIFICATIONS**

Any questions regarding this RFQ must be made in writing to: Kendall Collins, Solicitor, 49 Rancocas Rd., PO Box 6000, Mt. Holly, NJ 08060.

### **3.3 ADDENDA/REVISIONS TO REQUEST FOR QUALIFICATIONS**

Addenda/revisions to this RFQ shall be provided to all vendors who have received this RFQ.

## **4.0 INSURANCE**

Prior to commencing work under any agreement awarded to a duly qualified vendor to be created by virtue of this RFQ, the successful vendor shall furnish the County with a certificate of insurance as evidence that it has procured the insurance coverage required herein. This coverage must be provided by a carrier approved by the County and rated appropriately through A.M. Best. Vendors will provide the County a sixty day notice of cancellation, non-renewal, or change in insurance coverage. Proof of this level of insurance is part of proper response to RFQ.

The successful vendor(s) shall provide and maintain the following minimum limits of insurance coverage during the period of performance required under the contract resulting from this RFQ:

Insurance shall be provided in the name of the entity and/or person providing the requested services.

- a. Commercial General Liability including Products Completed Operations coverage for Personal Injury and Property Damage of not less than one million dollars (\$1,000,000) for each occurrence/two million dollars (\$2,000,000) annual aggregate.

- b. All Statutory Worker's Compensation and Employer's Liability Insurance coverage required to be held by law.
- c. Professional Liability insurance in the amount of \$1,000,000 each wrongful act/\$2,000,000 aggregate.
- d. Sexual Misconduct Insurance coverage.

Prior to the effective date of this agreement, and as a condition precedent to its taking effect, the vendor shall provide a Certificate of Insurance as verification of said policies. Approval of the coverage and the certificate by the Insurance and Risk Management Division is a precedent to the taking effect of this Agreement. This certificate should be issued to:

Burlington County Board of Chosen Freeholders  
49 Rancocas Road, PO Box 6000  
Mt. Holly, NJ 08060-6000

Attention: Insurance & Risk Management

**STATEMENT FROM INSURANCE BROKER: Each responder must include with submission a statement from the responder's insurance broker stating that the responder will, upon successful award any contract to their client, supply the responder with insurance in the types and amounts required by the specifications contained in this section.**

## **5.0 INDEMNIFICATION**

The selected vendor shall defend indemnify and hold harmless the County, its officers, agents and employees from any and all claims and costs of any nature whether for personal injury, property damage or other liability arising out of or in any way connected with the vendor's acts omissions under any agreement entered into with the County as a result of being selected for award of a contract from by virtue of this RFQ.

## **6.0 STATEMENT OF OWNERSHIP**

In accordance with N.J.S.A. 52:25-24.2, every corporation and/or partnership submitting a Statement of Qualifications (SOQ) shall, prior to the receipt of the SOQ by the Purchasing Agent for the Board of Chosen Freeholders of the County of Burlington, or accompanying said SOQ, submit a statement setting forth the names and addresses of all stockholders in the corporation or partners in the partnership, who own ten (10%) percent or greater interest therein, as the

case may be. See section 4.01. If one or more such stockholder or partner is, itself a corporation or partnership, the stockholders holding 10% or more of that corporations' stock, or the individual partners owning 10% of greater interest in that partnership, as the case may be, shall also be listed. This disclosure shall be continued until the names and addresses of every non-corporate stockholder, and individual partner exceeding the 10% ownership criteria established by this notice have been listed. **If no stockholder owns more than ten (10%) percent, note by stating "None".**

**Each responder must include with submission a signed statement of ownership.**

## **7.0 MISCELLANEOUS REQUIREMENTS**

- 7.1 Burlington County will not be responsible for any expenses incurred by any vendor in preparing or submitting a Response. All Responses shall provide a straightforward, concise delineation of the vendor's capabilities to satisfy the requirements of the RFQ. Emphasis should be on completeness and clarity of content.
- 7.2 The contents of the Response submitted by the successful vendor and this RFQ may become part of any agreement for the performance of any services as awarded to any vendor created by virtue of this RFQ. The successful vendor will be expected to execute said contract with the County of Burlington.
- 7.3 Responses shall be signed in ink by the individual or authorized principal of the responding party. Responses submitted shall be valid for a minimum of 60 days from the date of opening.
- 7.4 The County of Burlington reserves the right to reject any and all Responses received by reason of this RFQ, or to negotiate separately in any manner necessary to serve the best interest of Burlington County. Vendors whose Responses are not accepted will be notified in writing.
- 7.5 The selected vendor shall be required to comply with the requirements of P.L. 1975, c.127 (see attached affirmative action language) and submit an employee information report or certificate of employee information report approval. This requirement will be addressed upon execution of agreement.
- 7.6 All responses to this RFQ, with the exception of proprietary information, shall be subject to public scrutiny, subsequent to the selection of the vendor by resolution. Each vendor must clearly designate in its RFQ response any information which it deems to be proprietary. It is the County's experience that the vast majority of RFQ responses contain no proprietary information. Therefore, any such designation must be limited in scope and reasonably based.

- 7.7 Any contract for services awarded to any vendor shall be subject to the availability and appropriation of sufficient funds for this purpose annually.
- 7.8 Contracts awarded to any vendor created by virtue of this RFQ may be amended to provide for closely related services, the need for which may arise or become apparent after the original contract award. Any contract amendment for closely related services must be approved by resolution of the Board of Chosen Freeholders.
- 7.9 The entering into a Contract between the County of Burlington and applicant/vendor pursuant to this RFQ does not create an employer/employee relationship, and at all times applicant/vendor shall remain an independent contractor.

## **8.0 CRITERIA FOR EVALUATION OF RESPONSES**

A Review Committee has been established to independently evaluate each submission and make a recommendation to the Burlington County Board of Chosen Freeholders as to the vendor(s) to be awarded the contract. Applicants are required to achieve a minimum average score of 50 to be used in awarding the contract shall include:

- 8.1 Experience in providing the type of Emergency Shelter services detailed herein and reputation in the field. (25)
- 8.2 Qualifications. (25)
- 8.3 Availability to provide services at Burlington County on a 12 hour basis and as indicated in Part II, Scope of Services. (25)
- 8.4 Location of Office. (25)

**The County of Burlington reserves the right to award a contract to the vendor(s) that best meets the needs and interest of the County, cost and other factors considered.**

SEE THE NEXT PAGE FOR PART II, RESPONSE REQUIREMENTS

PART II  
RFQ RESPONSE REQUIREMENTS

**FORMAT**

To assure consistency, responses must conform to the following format:

- A. Scope of Services/Statement of Qualifications
- B. Facilities
- C. Conflict of Interest
- D. Form of Contract
- E. Statement of Ownership
- F. Insurance
- G. RFQ Response Form

All sections are to be addressed and specifically referenced.

The following explains what we expect in each of the major sections.

**SECTION A -SCOPE OF SERVICES**

The Director of the Department of Human Services is requesting qualification statements in order to select vendors to provide the following services. Your response should detail your qualifications to provide one or more of the following services set forth herein.

The Burlington County Department of Human Services is seeking community partners for Code Blue Services to provide overnight emergency shelter for the homeless during Code Blue declarations.

Providers of Code Blue Shelter Services will be expected to provide overnight, temporary shelter for homeless individuals at a religious facility. Overnight sheltering will be limited to no more than fourteen (14) homeless clients served per Code Blue declared night.

Compensation shall be at the approved Code Blue Shelter rate per homeless client sheltered per Code Blue declaration night. Unless otherwise approved by the Department of Human services, payment shall be made on a monthly basis upon submission of Purchase Orders/Vouchers (and appropriate client sign-in sheets) certifying the actual number of homeless clients served.



Complete the certification at the bottom of this page.

*NAME*

*ADDRESS*

*SS #*

---

---

---

---

I certify that (check one):

\_\_\_\_\_ the list of persons named above is current and correct to the best of my knowledge.

or

\_\_\_\_\_ There are no persons having a 10% or greater interest in the Firm's firm to the best of my knowledge.

\_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
typed/printed name

\_\_\_\_\_  
Title

**SECTION F- INSURANCE**

Statement from broker of your insurance coverage as required in Part I, Section 4

**SECTION G – RFQ RESPONSE FORM**

See attached

**SECTION H – QUALIFICATION CERTIFICATION AND NOTARIZATION RESPONSE FORMAT**

## CERTIFICATION

I hereby certify that the foregoing information and any attachments thereto, are true, accurate, and consistent with the records maintained by the individual, partnership, or corporation submitting this Request for Quarlification. I acknowledge that the County of Burlington is relying on the information contained herein, and I am aware that any willfully false statement or misrepresentation may subject me and/or my firm to criminal penalties.

\_\_\_\_\_  
(Typed Name)

\_\_\_\_\_  
(Signature)

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

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

<p>The above individual(s) came before me in the capacity of _____ _____and signed this certification.</p> <hr/> <p>Notary Attest</p> <hr/> <p>My commission expires</p>	<p><b>PLACE SEAL HERE</b></p>
--	-------------------------------

**RFQ RESPONSE FORM**

**Your submission will not be considered complete unless the following has been submitted:**

Statement of Qualifications, Part II, Section A (MANDATORY)

Office Location, Part II, Section B

Executed Conflict of Interest Certification, Part II, Section C

Executed Statement of Ownership, Part II, Section E (MANDATORY)

Statement from Broker of Your Insurance Coverage, Part II, Section F (MANDATORY)

**CONFLICT OF INTEREST CERTIFICATION**

The undersigned certifies to the Board of Chosen Freeholders of the County of Burlington ("Board") that in performing services to Burlington County he knows of no circumstance that would constitute a conflict of interest, financial or otherwise, between himself or his firm and the Board, its members or with the interest of the County of Burlington in general. The undersigned further certifies that he knows of no circumstances or relationships between himself or his firm and third parties that would cause the actual or appearance of a conflict of interest or a compromise of judgment and independence in the performance of the designated services.

The undersigned acknowledges this is a continuing certification, and shall remain in effect for the term of the consulting services.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

By: \_\_\_\_\_

DATED:

(REVISED 4/10)

**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 received 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 by 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](http://www.state.nj.us/treasury/contract_compliance))

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