# County of Mercer

McDade Administration Building, 640 South Broad Street, P.O. Box 8068, Trenton, NJ 08650-0068

REQUEST FOR PROPOSAL

## County of Mercer

For The

**DIVISION OF MENTAL HEALTH**

Located At

**640 South Broad St.**
**P.O. Box 8068**
**Trenton, NJ 08650-0068**

**To Be Received On**
**December 23, 2014**

Prepared By*: Michele Madiou, Mental Health Administrator*

**Updated: 11/25/2014**

## NOTICE OF RFP

The County of Mercer is soliciting proposals through the competitive contracting process in accordance with N.J.S.A. 40A:11-4.1, et seq.

Notice is hereby given that on Tuesday, December 23, 2014 at 12:00 NOON, (Prevailing time), sealed proposals must be received by the Mercer County Department of Human Services Contract Unit, Room 224, in the Mercer County McDade Administration Building at which time and place proposal applications will be opened and read in public for:

**Division of Mental Health for SUPPORTIVE HOUSING SERVICES RE-ENTRY SERVICES**

*The Mercer County Division of Mental Health announces the availability of up to $79,101.00 (annualized) in funding for Mercer County Mental Health Services.*

Specifications and instructions to bidders may be obtained at the Mercer County website at www.mercercounty.org. Proposals shall be delivered in sealed envelopes and addressed to Mercer County Department of Human Services Contract Unit, Room 224, 640 South Broad Street, P.O. Box 8068, Trenton, NJ 08650-0068. All proposals should be clearly marked on the outside: "***Mercer County Division of Mental Health Services, County Mental Health Request for Proposals" with the name of the service for which funds are requested.***

This designation must also appear on the outside of Express envelopes/packages, if sent by express mail. Proposals may be rejected if not submitted within time, date and place designated, and if not accompanied by any of the required documents. In addition, if the respondent's proposal exceeds the County allocation as per the RPF it shall be rejected.

**With the exception of the United States Postal Service, express mail shall be delivered to Mercer County Department of Human Services Contract Unit, Room 224**, **640 S. Broad Street, P.O. Box 8068, Trenton, New Jersey 08650-0068.**

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

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

COUNTY OF MERCER, NEW JERSEY

## INTRODUCTION

The Mercer County Department of Human Services, Division of Mental Health, is accepting proposals for the period of March 1, 2015, through December 31, 2016, to provide Mental Health Services for Mercer County residents in the amount of **up to $158,202.00 ($79,101.00-2015; $79,101.00-2016).** The purpose of County funding is to augment existing sources of support to allow community agencies to provide high-quality, full continuum, mental health services. The vast majority of these comprehensive programs are targeted for Mercer County's indigent and under-insured populations with serious and persistent psychiatric disabilities using modalities most appropriate to client level of functioning and to ensure that services are provided in the least restrictive setting possible. Provider agencies are to give priority to those in institutions awaiting community re-entry or to those in the community at greatest risk of hospitalization. Related supports to families of affected individuals are expected. Where appropriate, services should include medication evaluation, maintenance, and monitoring. We encourage services to be offered within coordinated networks. Applicant agencies may offer proof of coordination such as consortia or affiliation agreements, letters of endorsement, or other means.

The funding is contingent upon inclusion and adoption of the 2015-2016 Mercer County budgets.

## ADMINISTRATIVE CONDITIONS AND REQUIREMENTS

The following items express the administrative conditions and requirements of the RFP. They will apply to the RFP process, the subsequent contract, and the project's production. Any proposed change, modification, or exception to these conditions and requirements may be the basis for the County of Mercer to determine the proposal as non-responsive to the RFP and will be a factor in the determination of an award of contract. The contents of the proposal of the successful respondent, as accepted by the County of Mercer, will become part of any contract awarded as a result of this RFP.

## SCHEDULE

A schedule has been established for respondent proposals, proposal review, contractor selection, project initiation, and completion. The following dates have been established:

| ACTIVITY | DATE |
|---|---|
| Public notice in the *Times of Trenton* | December 1, 2014 |
| Proposal-specific question in writing to Division of Mental Health | December 4-11, 2014 |
| Response to received questions posted to County website | December 12, 2014 |
| **Proposal due** | **December 23, 2014** |
| Proposal committee review | December 24, 2014-January 5, 2015 |
| Notification of award | January 12-16, 2015 |
| Project to begin | March 1, 2015 |
| Project to end | December 31, 2016 |

## EXPRESS OR US DELIVERY

Proposals may be hand delivered or mailed; however, the County of Mercer disclaims any responsibility for proposals received late by regular or express mail. If the proposal is sent by express mail service, the designation must appear on the outside of the express mail envelope.

Proposals received after the designated time and date will be returned unopened – No exceptions.

**PROPOSAL SUBMISSION INFORMATION**

Submission Date and Time: Tuesday, December 23, 2014 **12:00 NOON**

Submit one (1) signed Original in blue ink and six (6) copies, with an additional proposal submitted on a CD or USB Drive. Clearly mark the submittal package with the title of this RFP and the name of the responding firm, addressed to the County of Mercer, Department of Human Services Contract Unit, Room 224, McDade Administration Building, 640 South Broad Street, P.O. Box 8068, Trenton, NJ 08650-0068. The original proposal shall be marked to distinguish it from the copies. Responses delivered before the submission date and time specified may be withdrawn upon written application of the respondent who shall be required to produce evidence showing that the individual is or represents the principal(s) involved in the proposal. After the submission date and time specified above, responses must remain firm for a period of sixty (60) days.

**LATE SUBMISSIONS WILL NOT BE ACCEPTED.**

Proposals may be rejected if not submitted within time, date, and place designated, and if not accompanied by any of the required documents.

**COUNTY REPRESENTATIVE FOR THIS SOLICITATION**

The County of Mercer has designated the following personnel as its representative regarding the RFP. Please direct all questions in writing to:

Michele Madiou
Mental Health Administrator
Division of Mental Health
County of Mercer County
PO Box 8068
640 South Broad St.
Trenton, NJ 08650-0068
mmadiou@mercercounty.org

When making requests for more information in writing either by e-mail or postal service, an agency must supply an e-mail address where answers can be provided.

**INTERPRETATIONS AND ADDENDA**

Respondents are expected to examine the RFP with care and observe all its requirements. All questions about the meaning or intent of this RFP and all interpretations and clarifications considered necessary by the owner's representative in response to such comments and questions will be posted on the County website at www.mercercounty.org. Only comments and questions responded to by formal written addenda will be binding. Oral interpretations, statements, or clarifications are without legal effect. All questions must be submitted according to the schedule as established in this RFP.

## AGENCY ELIGIBILITY

For-profit, non-profit, and County and local government agencies are eligible to apply for any and all of the above-stated categories of funding. Non-profit organizations must possess a 501(c)(3) designation from the Internal Revenue Service and be registered as a charity under the New Jersey Charitable Registration. For-profit agencies will be considered for funding if their proposals demonstrate superior service provision over non-profit applicants.

Any agency with a 501(c)(3) designation must provide proof of this status, as well as include a copy of the agency's Certificate of Incorporation.

## CONTRACTUAL PROVISIONS

Mercer County requires an applicant to submit six (6) original contracts signed with blue ink in addition to its standard proposal and all other required documents. Furthermore, an applicant must type in the name of their organization and address on page one of the contract. **The date of the contract on page one of the contract template will be completed by the County of Mercer upon execution of the Board of Chosen Freeholders. The applicant should not enter an amount in the General Conditions of Payment section or any other area of the contract with Mercer County.** Failure to submit all required signed documents with the applicant's proposal for funding will result in rejection of the applicant's proposal.

Please note that the enclosed contract is conditional pending an award determination and Freeholder Board approval. The County will send the vendor an executed copy of the contract upon Freeholder approval.

## ESTIMATE OF QUANTITIES

The County of Mercer reserves the right to increase or decrease the quantities as may be deemed reasonably necessary or desirable to complete the work detailed by the contract. Such increase or decrease shall in no way violate this contract, nor gives cause for liability damages.

**Funding for this contract may increase beyond the original contractual amount when additional non-contract funding becomes available (also applies to increased allocation for a cost of living adjustment); however, the contractor must provide increased levels of service at the unit cost referred in the proposal. The County of Mercer reserves the right to decrease or increase the level of service based upon allocation and no minimum or maximum is implied or guaranteed**.

## STATUTORY AND OTHER REQUIREMENTS

### Compliance with Laws

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

### Mandatory Affirmative Action Compliance

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

**Americans with Disabilities Act of 1990**
Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read Americans with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The contractor is obligated to comply with the Act and hold the owner harmless.

**W9 Forms**
Any agency applying to the County of Mercer for funding and is a first-time vendor must include a copy of their most recent W9 form. This form is required of any new vendor to expedite and ensure payment to the agency in a timely manner. Upon receipt, the form will be forwarded to the Mercer County Purchasing Department and will help expedite future payments.

**Stockholder Disclosure Failure to provide the requested information is cause for rejection.**
**STATEMENT OF CORPORATION OWNERSHIP 52:25-24.2. BIDDERS TO SUPPLY STATEMENT OF OWNERSHIP OF 10% INTEREST IN CORPORATION OR PARTNERSHIP**
No corporation or partnership shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation or said partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one or more such stockholder 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% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

**Non-Collusion Affidavit**
The Non-Collusion Affidavit, which is part of this RFP, shall be properly executed and submitted with the RFP response.

**Business Registration** P**.L. 2009, c.315 (For-Profit businesses/corporations only)**
This reforms the Business Registration Certificate (BRC) filing and permits filing prior to award of contracts if not filed with bid. Effective with bids received and contracts awarded after January 18, 2010, this law removes the requirement of the Local Public Contracts Law (N.J.S.A. 40A:11-23.2) that required a bid to be rejected if the bidder failed to include a BRC with the bid, even though it may have been the otherwise lowest responsible bid. The law now allows the BRC to be filed anytime prior to award of the contract and the bidder had to have obtained the BRC prior to receipt of bids. This permits the BRC to be required with a bid, or submitted subsequently. If a BRC is required in a bid, but not submitted with the bid, it would an immaterial defect, curable by being filed prior to award of the contract. A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/treasury/revenue or by phone at (609) 292-1730.

**Pay to Play**
Starting in January 2007, 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.

**INSURANCE AND INDEMNIFICATION**
If it becomes necessary for the contractor, either as principal or by agent or employee, to enter upon the premises or property of the owner in order to construct, erect, inspect, make delivery, or remove property hereunder, the contractor hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accident, injuries, damages, or hurt to person or property during the course of the work herein covered and his/her sole responsibility.

The contractor further covenants and agrees to indemnify and save harmless the owner from the payment of all sums of money or any other consideration(s) by reason of any or all such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties, and loss incurred for or by reason of the violation of any owner regulation or ordinance or the laws of the State or the United States while said work is in progress.

The contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation as statutorily required, General Liability in the amount of $1,000,000.00 single occurrence and $2,000,000.00 general aggregate, and Automobile Insurance in the amount of $1,000,000.00 combined single limit. Vendors are responsible to provide updated certificates as policies renew. Depending upon the scope of work and goods or services provided, specific types of insurance may not be required. The Mercer County Division of Insurance and Property Management will make this determination.

**In all cases where a Certificate of Insurance is required, the County of Mercer is to be named as an additional insured and named as the certificate holder as follows: "County of Mercer, 640 South Broad Street, P.O. Box 8068 Trenton, N.J. 08650-0068". The Certificate shall contain a 30-day notice of cancellation. Additionally, if the program for which your agency is applying provides transportation to consumers and/or clients, the County of Mercer must be named as an additional insured with the agency's automobile insurance.**

Please note: A change to the ACCORD insurance certificate precludes placing the number of days for cancellation notification in the lower right hand box. You may fulfill the requirement for a 30-day notice of cancellation for the insurance required to be submitted for a County of Mercer contract in any one of the following ways:

1. Indicate a 30-day notice of cancellation in the Description of Operations box at the bottom of the certificate.
2. Indicate a 30-day notice of cancellation on a separate page.
3. Provide a copy of the cancellation clause from the policy (you do not need to provide a copy of the entire policy, only the page(s) referencing the cancellation clause).

**AUTOMOBILE INSURANCE** is required in the following situations:

- Clients/consumers are being transported under your contract with the County.
- You are on County property to execute your contract, including delivery of items.

For most contracts the automobile insurance requirement is $1 million combined single limit. Also, the County of Mercer shall be named as additional insured and as certificate holder. The certificate holder address shall be as follows: County of Mercer, 640 South Broad Street, P.O. Box 8068, Trenton, NJ 08650-0068.

**WORKERS' COMPENSATION**

Vendors are required to provide proof of Workers' Compensation coverage.

The County of Mercer requires a 30-day notice of cancellation (excluding cancellation for non-payment) as part of its insurance requirements. **This requirement applies to workers' compensation policies unless you are self-insured.**

The certificate holder address shall be as follows: County of Mercer, 640 South Broad Street, P.O. Box 8068, Trenton, NJ 08650-0068.

If further clarification is needed, please contact the Insurance and Property Management office at 609-989-6655.

**MULTIPLE PROPOSALS**

More than one proposal per funding category from an individual, a firm or partnership, a corporation, or association under the same or different names shall not be considered. If an agency applies for multiple funding categories, a separate, complete proposal and packet of forms is necessary for each category for which are applied.

**NOTICE OF AWARD**

The successful respondent will be notified of the award of contract upon a favorable decision by the County of Mercer.

**PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE**

RFP responses shall remain open for a period of sixty (60) calendar days from the stated submittal date. The County of Mercer will either award the contract within the applicable time period or reject all proposals.

The County may extend the decision to award or reject all proposals beyond the sixty (60) calendar days when the proposals of any respondents who consent thereto may, at the request of the County, be held for consideration for such longer period as may be agreed.

**BID PROHIBITED**
It is understood by the respondent that, if awarded a contract through the request for proposal process, the prime contractor and any subcontractors utilized for these services are prohibited from bidding the resultant goods or services required to implement the project.

**FAILURE TO ENTER CONTRACT**
Should the respondent, to whom the contract is awarded, fail to enter into a contract within ten (10) days, Sundays and holidays excepted, the owner may then, at its option, accept the proposal of another respondent.

**TERMINATION OF CONTRACT**
If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor violates any requirements of the contract, the owner shall thereupon have the right to terminate the contract by giving written notice to the contractor of such termination at least sixty (60) days prior to the proposed effective date of the termination. Such termination shall relieve the owner of any obligation for the balances to the contractor of any sum or sums set forth in the contract.

The contract may be terminated by either party upon sixty (60) days written notice to that effect, forwarded to the other party desiring to terminate the contract and thereupon payments under this contract shall be paid to the terminal date based on the expenditure reports submitted. In the event of cancellation of this contract, the contractor agrees to furnish the County such reports as may be requested based upon work completed under the provisions of this contract.

The contractor agrees to indemnify and hold the County of Mercer harmless from any liability to subcontractors concerning payment for services performed arising out of the lawful termination of the contract by the County under this provision. In case of default by the contractor, the County may procure the services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

**CHALLENGE OF SPECIFICATIONS**
Any respondent who wishes to challenge a specification shall file such challenge in writing with the County contact no less than three (3) business days prior to the opening of the proposals. Challenges filed after that time shall be considered void and having no impact on the owner or the award of contract.

**TRANSITIONAL PERIOD**
In the event services are terminated by contract expiration or by voluntary termination by either the contractor or the County of Mercer, the contractor shall continue all terms and conditions of said contract for a period not to exceed thirty (30) days at the County's request.

**PAYMENT**
Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed, and correlation between the services claimed.

The owner may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:

- Deliverables not complying with the project specification;
- Claims filed or responsible evidence indicating probability of filing claims;

- A reasonable doubt that the Contract can be completed for the balance then unpaid.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

**LOCATIONS AND QUANTITIES**

The County of Mercer reserves the right to add locations and increase or decrease the quantities at the proposed costs as defined in the awarded contractor's proposal as may be deemed reasonably necessary or desirable to complete the work detailed by the contract. Such increase or decrease shall in no way violate this contract, nor give cause for liability for damages.

**COST LIABILITY AND ADDITIONAL COSTS**

The County of Mercer assumes no responsibility and liability for costs incurred by the respondents prior to the issuance of an agreement. The liability shall be limited to the terms and conditions of the contract.

Respondents will assume responsibility for all costs not stated in the proposals. All hourly rates either stated in the proposal or used as a basis for pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the County of Mercer, for indirect costs, fees, postage, licensing, commissions, taxes, travel, subsistence, report preparation, meetings, administrative tasks, administrative and clerical support, overhead, etc. are not to be billed and will not be paid.

**COST PRINCIPLES/UNALLOWED COSTS**

The following are examples of unallowed costs:

- Bad Debts—Any losses arising from uncollectible accounts and other claims and related costs are unallowable.
- Contingencies—Contributions to a contingency reserve or any similar provision made for unforeseen events are unallowable.
- Fines and Penalties—Costs resulting from violations of or failure to comply with Federal, State and local laws and regulations are unallowable.
- Fund Raising—Costs of organized fund raising, including financial campaigns, solicitation of gifts and bequests, and similar expenses incurred to raise capital or obtain contributions are unallowable.
- Interest and Other Financial Costs—Interest on borrowings, bond discounts, cost of financing/refinancing operations, and legal and professional fees paid in connection therewith are unallowable except when authorized by Federal legislation.
- Under Recovery of Costs—Any excess of cost over the maximum proposed award/contracted amount are unallowable.

**OWNERSHIP OF MATERIAL**

The County of Mercer shall retain all of its rights and interest in and to any and all documents and property both hard copy and digital furnished by the County of Mercer to the contractor, for the purpose of assisting the contractor in the performance of this contract. All such items shall be returned immediately to the County of Mercer at the expiration or termination of the work or completion of any related services, pursuant thereto, whichever comes first. None of such documents and/or property shall be disclosed, without the written consent of the County of

Mercer, to others or used by the contractor or permitted by the contractor to be used by their parties at any time in the performance of the resulting contract.

Ownership of all data, materials, and documentation originated and prepared for the County of Mercer pursuant to this contract shall belong exclusively to the County of Mercer. All data, reports, computerized information, programs, and materials related to this project shall be delivered to and become the property of the County of Mercer upon completion of the project. The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the County of Mercer.

**COMMENCEMENT OF WORK/TIME OF COMPLETION**

The contractor agrees to commence work on the project within thirty (30) calendar days from the date of award by the County of Mercer, unless otherwise specified.

It is hereby understood and mutually agreed, by and between the respondent and the County of Mercer, that the date on which the service shall be substantially complete as specified in the RFP is an ESSENTIAL CONDITION of this contract. It further is understood and agreed mutually that the service and contract time embraced in this contract shall commence on the date specified and that the contract shall be completed in sequence and time frame identified.

The respondent agrees that said service shall be completed regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion therefore within the time specified. It expressly is understood and agreed, by and between the respondent and the County, that the time of completion of the service described herein is a reasonable time for completion of same.

**GENERAL CONSIDERATIONS**

Competitive Contracting is a formal procurement process governed by the New Jersey State Local Public Contracts Law and Rules. The process utilizes an RFP containing thoroughly developed specifications and scope of services, criteria for evaluating proposals, and statutorily required language and forms. Responses are ranked by a team, on the RFP criteria, using a detailed methodology leading to a recommendation to the governing body to award a contract based on price and other factors.

**PROVIDING INFORMATION**

Information will be made available at the County Division/Office during regular business hours. The County of Mercer shall provide access, within reason, and at no cost to the Contractor, to all information on file with the County and needed by the Contractor to complete the Project.

**SUBCONTRACTORS (IF APPLICABLE)**

Respondents may engage the services of subcontractors for completion of this project. If the proposal involves any subcontractors, full details on the nature of the work to be performed by them and the location in which the work is to be performed must be provided. The respondent understands that if selected, the use of subcontractors must be approved in writing by the County prior to initiating any subcontracted work.

The most appropriate method to identify the work and quality control programs applied by subcontractors must be clearly specified in the Method of Accomplishment and Project Level of Effort sections of the proposal when the subcontractor will be performing the work. The

subcontractor's qualifications must be detailed in the Qualification Statement section of the proposal. A project manager must be identified for all subcontractors. Project managers are to be available for scheduled project review meetings at the County Administration Building.

**METHOD OF ACCOMPLISHMENT**

The RFP responses shall contain a narrative description of the proposed approach to the project. Restating of the RFP will be considered an unacceptable response. This section shall include a listing of the resources identified for use in the project.

**PROJECT LEVEL OF EFFORT**

The proposal shall include a project level of effort estimate based on, and corresponding to, the Scope of Services provided in this RFP and the respondent's Method of Accomplishment section. The estimate shall contain a task-oriented schedule, which identifies milestones and their proposed initiation and completion dates.

**IMMIGRATION AND NATURALIZATION LAWS AND CRIMINAL BACKGROUND CHECK (AS APPLICABLE)**

The vendor must comply with all immigration and naturalization laws as are currently in force on each potential employee to work under this contract on County of Mercer property and will not employ individuals who are not properly registered with the United States Citizenship and Immigration Service. Successful proposer will provide a photocopy of the Alien Registration Form or I-94 Arrival/Departure Form to the County of Mercer, Division of Mental Health, at least ten (10) days prior to any of its employees being permitted to work under this contract on County of Mercer property.

The vendor must contact the New Jersey State Police to perform a criminal background check on each potential employee to work under this contract on County of Mercer property. A copy of the results of the criminal background check must be provided to the County of Mercer Division of Mental Health at least ten (10) days prior to an employee being permitted access to County of Mercer property. The County of Mercer will notify the vendor if a proposed vendor employee will not be permitted to work under this contract within ten (10) work days following receipt of the results. If the County of Mercer does not notify the vendor of such exclusion within ten (10) days the vendor may assign said employee to work under the contract.

The vendor must also inform the County of Mercer of all immigration and naturalization status changes and arrests of its employees working under this contract on County of Mercer property for the duration of the contract. In this regard, the vendor shall make quarterly inquiry of all employees working under this contract as to any immigration and naturalization changes and employee arrests.

The vendor must provide a photocopy of the Alien Registration Form or I-94 Arrival/Departure Form and the results of a criminal background check on its employees working under the contract on County of Mercer property every twelve (12) months.

Please access the following website for Instructions for obtaining a criminal history record:
http://www.state.nj.us/njsp/about/serv_chrc.html

## LOCATION OF SERVICING OFFICE

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

## EVALUATION, REVIEW AND SELECTION PROCESS

All proposals received by the deadline will be reviewed first for substantial compliance with this RFP and for fulfillment of the mandatory requirements. Proposals that are late, non-compliant, or fail to meet the minimum mandatory requirements will not be evaluated.

Proposals that are timely, compliant, and meet the minimum mandatory requirements will be reviewed by an evaluation committee. Only members of the evaluation committee will grade the proposals; however, the County reserves the right to make the final funding decision.

The County of Mercer reserves the option of awarding multiple contracts based on the evaluation criteria and such contracts shall be awarded at the unit cost per service reflected in the contractor's proposal.

## EVALUATION PROCESS

An evaluation team will review all proposals to determine if they satisfy the proposal requirements, determine if a proposal should be rejected and evaluate the proposals based upon the evaluation criteria. The highest-ranking respondent will then be recommended by the evaluation team to The Mercer County Board of Chosen Freeholders for award of contract.

## UNDERSTANDING OF THE REQUESTED WORK

This will be based on the quality of the content of the RFP and the respondent's ability to communicate a thorough understanding of the required tasks and the approach to meet the scope of work outlined in the RFP. The proposals will be evaluated for general compliance with the instructions and requests issued in the RFP. Non-compliance with the significant instructions will be grounds for disqualification of proposals.

## TECHNICAL CRITERIA

The submitted proposal demonstrates a clear and concise methodology, which emphasizes an understanding of the scope of work and related objectives. The proposal documents the use of innovative technology and techniques and is responsive overall to the RFP requirements. Budget narrative and budget forms are to be typed and complete.

## KNOWLEDGE AND PROFESSIONAL COMPETENCE

This includes the ability of the Respondent to perform all of the tasks and fulfill adequately the stated requirements. The prospective contractor will be evaluated on suitability for the tasks required. Proposals should contain complete discussions regarding technical processes and qualifications. Receipt of high quality service is of great importance to the County. Disregard of this directive may disqualify the respondent from further consideration.

## MANAGEMENT CRITERIA

The submitted proposal conveys a philosophy/mission statement in the agency overview. It also demonstrates a comprehensive description of the assessment process, enrollment process, and the length of time from referral to acceptance. Applicants must clearly define a "Unit of Service" along with the minimum and maximum number of unduplicated consumers. The submitted proposal documents a history of developing an effective plan to meet the needs of the client population from the time of admission to discharge. The applicant must

demonstrate measurable and realistic time frames for evaluating the status of the client plan of service. In addition, the applicant must establish criteria for successful completion of or negative discharge from the program. Applicants must demonstrate sound management practices and procedures through their proposals, to be considered for funding. Goals, objectives, number of clients, levels of service, and outcomes for program areas are defined and measurable. **Numbers of clients and levels of service must reflect *only* resources that are requested by Mercer County. Measurable outcomes must reflect a change/improvement in functioning (for example, Activities of Daily Living, skill acquisition in parenting, improved decision making, increase in the ability to regulate behavior, etc).**

**ABILITY TO COMPLETE THE PROJECT IN A TIMELY MANNER**

This is based on the estimated duration of the tasks and overall schedule and the respondent's ability to accomplish these tasks as stated. The County of Mercer is interested in the ability of the contractor to complete the project in a competent and expeditious manner based on the workload of the firm, availability of qualified staff, equipment and facilities.

Respondents have the option of engaging the services of subcontractors for completion of this project. If the proposal involves any subcontractors, provide full details on the nature of work to be performed by them and the location in which the work is to be performed.

**MANAGEMENT, EXPERIENCE, AND PERSONNEL QUALIFICATIONS**

An employee of the respondent shall be identified as the project manager. Technical expertise of the firm shall be demonstrated by past successes providing government agencies and private companies with similar services. The project manager and other key personnel will be evaluated on knowledge, experience, prior collaboration and successful completion of services similar to that requested in this RFP.

In addition to relevant project experience, respondents are asked to provide personnel qualifications in the Proposal. The subcontractors' qualifications must also be detailed in the Qualification Statement of the proposal.

**COST CRITERIA**

Costs are reasonable and represent an effective and efficient use of public funds. Effective coordination/integration of proposed Mercer County funding with existing resources is expected. Identify the unit cost as it relates to amount of funding provided and expected level of service.

## SCOPE OF SERVICES

The Mercer County Division of Mental Health, in collaboration with the Mercer County Office on Addiction Service, embarked upon a year-long joint community needs assessment. During this process, a number of other entities also were completing community health assessments (the Trenton Health Team and the Greater Mercer Public Health Partnership), and the community needs identified in these processes have been incorporated into our findings. The outcomes of this work are encapsulated in the County Comprehensive Plan and reflected in the Scope of Services of this RFP.

Funding will be made available in the following category up to the indicated amounts for the **twenty-two (22) month** period beginning March 1, 2015, through December 31, 2016. Funding allocation is contingent upon the availability of funds and the inclusion in and adoption of the 2015 and 2016 Mercer County Budgets. The figures for Mental Health Services are annualized.

1. **Supportive Housing Re-Entry Service:** Supportive housing services are intended to enable mentally ill adults released from the Mercer County Corrections Center to the Transition to Treatment program located in Mercer County to remain and function in the community. Housing problems, including homelessness have been documented among individuals discharged from the corrections system. Many have a limited or low income, combined with a criminal record that may make them ineligible to obtain housing through channels open to other low- income individuals. As a result, one in five people leaving prison may become homeless soon after discharge, if not immediately, according to the National Alliance to End Homelessness.

This funding supports a re-entry housing supportive service utilizing elements of the Housing First Model for 5-7 inmates with mental health disorders from the Mercer County Corrections Center. This project is for Supportive Services ***only*** and does not include the cost of housing. This project will work directly with the Transition to Treatment Program in Mercer County. Eligible consumers will be identified by the appropriate staff at the Mercer County Correction Center and referred to the Transition to Treatment agency. These entities will work closely with the Supportive Housing provider to develop and implement viable service plans for inmates with mental illness ready to be discharged from custody. Subsidized housing, in combination with the associated intensive support services is intended to help consumers function successfully in the community. Services include but are not limited to housing placement (shelter services should be utilized no longer than 45 days while housing placement is accomplished) to promote housing stability, in addition to the full array of supportive services. These comprehensive support services designed to promote wellness and recovery will be provided by the Transition to Treatment Program for approximately four weeks or until the individual is enrolled in the appropriate long-term service. The County of Mercer may require the funded agency to provide written documentation regarding the safe minimum and maximum temperature in the consumer's private quarters given age, medications, and other relevant factors. This documentation must be provided by the consumer's physician and must be renewed upon any changes in the consumer's medications or health status. It will be the responsibility of the funded agency to ensure that that private quarters (i.e., bedroom) in which the consumer resides complies with the recommendations of the consumer's physician. Additionally the funded agency shall ensure that the consumer is permitted to utilize any accommodation recommended by the physician.

**Up to $79,101.00 (annualized).**

**NOTE: Quarterly progress reports of serviced rendered are to be submitted to the Mercer County Division of Mental Health no later than the fifteenth working day of the month immediately following the end of the quarter concerned.**

**REPORTING PROCESS**

***Mercer County Division of Mental Health is using a standardized reporting form. A template is attached for your review and will be included as a part of your contract. Please note the form will also be provided to you in an electronic format so that you can adapt it to your levels of service. Please be sure to refer to the additional file entitled, "Quarterly Report Forms" in Mental Health.***

**MERCER COUNTY DEPARTMENT OF HUMAN SERVICES**
**Request for Proposal**
**PROPOSAL COVER SHEET**
MENTAL HEALTH SERVICES

| | |
|---|---|
| **Agency name** | |
| **Mailing address** | |
| **Executive Director/CEO** | |
| **Program name** | |
| **Program contact** | |
| **Program address** | |
| **For-Profit or Non-Profit** | |
| **E-mail address of contact person** | |
| **Telephone number of contact** | |
| **Service** | |
| **Amount requested** | |

Authorization

I understand that the following pages and attachments constitute part of this application.

I certify that all statements in this application are true to the best of my knowledge and I hereby release the Mercer County Administration and the Board of Chosen Freeholders, its employees and agents from any liability and/or responsibility concerning submission of materials to the program. I further certify that any funds received from the Mercer County Department of Human Services will be used exclusively for the purpose set forth in this application.

| _____ | _____ | _____ | _____ |
|---|---|---|---|
| Executive Director/CEO | Date | Fiscal Agent | Date |

## PROPOSAL REQUIREMENTS

**ATTACHMENT A:**

Proposals should be submitted in the following format with no more than ten (10), single-spaced narrative pages answering questions related to how programming will be achieved. The "Funding Proposal Cover Sheet" is attached to this proposal (it is not counted as part of 10-page maximum requirement) and should be used as the first page of your submission document. Please submit one (1) original and six (6) copies for review, with an additional proposal submitted on CD or USB Drive. Please sequentially number all pages.

**Please see the Proposal Check list at the end of this packet for clarity, as this list details how many original and/or copies of each document that we need.**

Please complete the Project/Program Description, Project/Program Administration, Evaluation of Goals and Objectives, and the Fiscal sections (identified by Roman numerals I-IV) by answering each of the elements identified in the outlined format. You may use additional sheets as needed for the fiscal section.

**Be sure to use the appropriate headings in the same sequence as outlined below, failure to do so, will make the review of your proposal difficult and will result in points lost. In addition, if a heading and/or question is not applicable to your agency, please note that in your proposal. If a section/question does not have an answer or notation that it is not applicable to your agency, reviewers will assume that you failed to answer the question and points will be lost in the review process.**

### I. PROJECT/PROGRAM DESCRIPTION:

**AGENCY OVERVIEW**

- Briefly describe the philosophy/mission of the applicant agency.
- Include information on the history of delivering the specific services that are the subject of this Request For Proposal (RFP).
- Describe how the applicant/organization involves consumers in the operations, service planning, or evaluation of services.
- All applicants are expected to collaborate with other service providers to ensure client success. Describe how you will collaborate with other social service agencies to accomplish the goals you will set forth in this project.
- The proposal must list the location and address of the present, active office, which will service and manage this project.
- Please provide agency and program brochures.

**SPECIFIC PROJECT/PROGRAM**

- Describe the service component/project that is being purchased with the funding.
- If requested amount of funding will augment other sources of funding for this specific project/program, clearly indicate in percentage terms the amount supported by requested funding in relation to entire cost of project/program.
- For new projects, please include a timeline of implementation, including advertising, hiring, start up, and program admissions.
- If this program has been previously or is currently being funded by any division or Office in the Mercer County Department of Human Services or by any other department or division of the County of Mercer, please identify outcomes and program success from the most currently funded year.

- Specify location of program and hours of service provision.
- List program service days/holiday schedule.

**RATIONALE/MISSION OF PROJECT/PROGRAM**

- Describe the need that is being addressed.
- Describe the methods/modalities used to implement the program design.
- Describe how the proposed program meets a need(s) identified within the community.
- Document the need by using demographic data and other local data sources.

**TARGET POPULATION/ELIGIBILITY**

- Describe the population that will be served.
- Describe the rationale for selecting the population(s) to be served.
- Describe the geographic service area for this project/program.
- List eligibility criteria for this project/program.

**CULTURAL COMPETENCE CAPABILITY**

- Describe how the proposed project meets the ethnic/cultural backgrounds and linguistic needs of clients to be served.
- Describe how you address cultural capacity/diversity issues within your agency and program.

**II. PROJECT/PROGRAM ADMINISTRATION:**

**ORGANIZATIONAL CHART**

- Detail the supervision lines of this project/program in relationship to overall agency operation.
- Include an organizational chart with lines of supervision within the proposed program and between the program and sponsoring agency.

**KEY STAFF**

- Identify staff and their respective functions in implementing this program.
- Include brief job descriptions for staff paid by the grant.

**STAFF DEVELOPMENT**

- Describe policy for staff growth and development.
- Describe the organization's plan for ongoing training and professional development of staff that work in the proposed program.

**ADMISSION CRITERIA**

- Describe referral/enrollment process.
- Identify reports/forms/documents needed for referral/admission.

**WAITING LIST**

- Describe maintenance of a waiting list.

**INTAKE**

- Describe method for prioritization of intake requests.
- Describe the intake process and the type of evaluation method(s) used.

**TIME TO ACCEPTANCE/ADMISSION**

- What is the length of time from referral to acceptance/admission?

**ACCESSIBILITY:**

**ACCESSIBILITY ISSUES**

- Explain accessibility for the program for the target population.
- Explain accessibility for the physical plant for the target population.
- Describe limitations, if any, for people with disabilities.
- Identify barriers to access, including language, site specifics related to the physical plant, or other existing programmatic barriers.

**TRANSPORTATION**

- Describe availability of public transportation.
- Does agency provide transportation to clients?

**LEVELS OF SERVICE/UNITS:**

**UNIT OF SERVICE**

- What is the agency's definition of Unit of Service (e.g., time, face-to-face contact, bed day, etc.)?
- How many people will be served?

**EXPECTED LOS**

- What is the expected Level of Service (LOS) for each unit that will be provided annually under this grant with your proposed funding request?

**COST-PER-UNIT BREAKDOWN**

- Please provide a cost-per-unit breakdown for total services that will be provided under this grant based on funding requested from this grant.

**CLIENT SERVICE PLANNING:**

**CLIENT SERVICE PLAN DEVELOPMENT**

- Describe how a client service plan will be developed to meet needs of consumers and their affected families from time of admission to discharge.
- Discuss the client and family involvement with case planning.
- Specify staff responsible for the plan.

**SERVICE PLAN REVIEW**

- What are the time frames for evaluating the status of the plan?

**SERVICE PLAN DOCUMENTATION**

- Attach a sample of the client planning form, as an attachment, not as part of the narrative.

**DISCHARGE PLANNING:**

**DISCHARGE PROCEDURE**

- Describe the procedure for discharge.

- Please include plans for family involvement, if applicable.
- Identify the staff responsible for discharge planning.

**ADMINISTRATIVE DISCHARGE**

- Specify the criteria for administrative discharge from the program.
- Describe the actions that are taken and how clients are assured that their needs are met, even if your agency is not providing the service.

**AFTERCARE/TRACKING/FOLLOW-UP:**

**AFTERCARE PLANNING**

- Describe the project's role in aftercare planning.

**AFTERCARE EVALUATION**

- Describe the system for tracking/collection of follow-up data and time frames for that follow-up.

**III. EVALUATION OF GOALS AND OBJECTIVES:**

**PROGRAMMATIC GOAL(S)—*Goals touch on a broad spectrum by describing the program's intentions, and they are more general, abstract, and broad in nature than objectives are.***

- Provide a broad statement of what the program is designed to accomplish.

**OBJECTIVES—*Objectives specify the kind and amount of change you expect to achieve for a specific population within a given time frame for each intervention.***

- Describe in detail the specific, measurable, achievable, time-specific strategies to meet the aforementioned goal(s).

**IMPLEMENTATION ACTIVITIES**

- Articulate the action steps that will allow the program to reach its goals/objectives.
- Include copies of any questionnaires, diagnostic/other screening tools, surveys, etc., utilized as part of your implementation.

**MEASURABLE OUTCOMES—*Measurable outcomes should be specific, measurable, achievable, relevant, and time-specific. These should indicate the changes/benefits that will occur in clients' lives as a result of the program.***

- Describe the expected measurable impact on the consumer or system served, regarding the specific objectives outlined above. The proposed outcomes must be quantifiable and measurable as to the specific benefits to the consumers served in the program. *Note: Levels of services and attendance rates will not suffice.*

**DATA COLLECTION**

- Describe the method(s) of collecting data to be used for evaluation purposes.

**DETERMINING PROGRAM EFFECTIVENESS**

- Describe the methodology for determining the project/program effectiveness.
- Include copies of any questionnaires, diagnostic/other screening tools, surveys, etc., utilized as part of your performance outcome activities.

## IV. FISCAL:

### ACCOUNTING PRACTICES

- Please describe your agency's accounting practices.

### MAINTAINENCE OF FINANCIAL RECORDS

- Please describe how your agency maintains fiscal records.

### SOURCES OF ADDITIONAL FUNDING

- Please list additional funding sources that will support this program, including fees, contributions, donation policy (if any), and expected revenues for the program from other sources, and name the specific funding source.
- If the agency receives government funds, specify from which government entity, department, division, and/or program the funds are received.
- Please do the same as the bullet point above for all private, foundation, and/or grant funding.
- Also, describe why third-party billing is or not used and what expected revenues are (if used).

### SLIDING SCALE FEES

- If applicable, describe the agency's sliding scale feel system and attach the scale used to make these determinations. This is considered an attachment, not part of the narrative document.

### SUSTAINABILITY

- Describe your plan for the program sustainability after County funding expires.

### AUDIT

- Please include **one copy** of the agency's most-recent financial audit.
- For those agencies that need to file an IRS Form 990, please submit **one copy** of the most up-to-date form.

## ATTACHMENT B
## BUDGET FORMS

**Please refer to the attached forms for Attachment B Budget Forms:**

- Budget Information Summary Expense Form
- Contract Expense Detail Personnel
- Budget Summary/Contract Expense Detail other Than Personnel
- Revenue
- Cost of Equipment
- Related Organizations/Subcontractees

**Please submit all budget forms, even if they are not applicable to your agency. If they are not applicable, please mark an "N/A" on them and submit them. Failure to do so will result in points lost during the proposal review period.**

# Attachment B

**ATTACHMENT B**
**BUDGET INFORMATION SUMMARY EXPENSE FORM**
**PAGE __ OF __**

**Agency Name:** _____
**Address:** _____
_____
**Phone:** _____
**Chief Executive Officer:** _____
**Prepared by:** _____

**Agency Federal I.D. #**_____
**Charities Registration #**
**Non-Profit___For-Profit ___Public**
**Budget Period**_____ **to** _____
**Agency Fiscal Year End**
**Date:**_____

**Please note that this form must be typed.**

| BUDGET CATEGORY | TOTAL | COUNTY | STATE | PRIVATE | OTHER |
|---|---|---|---|---|---|
| A. PERSONNEL | | | | | |
| B. CONSULTANT/PROFESSIONAL FEES | | | | | |
| C. MATERIAL/SUPPLIES | | | | | |
| D. FACILITY COSTS | | | | | |
| E. SPECIFIC ASSISTANCE TO CLIENTS | | | | | |
| F. OTHER | | | | | |
| G. TOTAL OPERATING COSTS | | | | | |
| H. EQUIPMENT | | | | | |
| I. TOTAL COSTS | | | | | |
| J. LESS REVENUE | | | | | |
| K. NET COSTS | | | | | |

**ATTACHMENT B**
**CONTRACT EXPENSE DETAIL**
**PERSONNEL**
**PAGE _ OF __**

**AGENCY NAME: _____**
**CONTRACT NUMBER: _____**
**Period Covered _____ to _____**

**Please note that this form must be typed.**

| BUDGET CATEGORY: PERSONNEL POSITION & TITLE/NAME OF EMPLOYEE | HRS/ WEEK | TOTAL COST | COUNTY | STATE | PRIVATE | OTHER |
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**ATTACHMENT B**
**BUDGET SUMMARY**
**CONTRACT EXPENSE DETAIL**
**OTHER THAN PERSONNEL**
**PAGE __ OF ___**
**(Use Additional Pages As Needed)**

**AGENCY NAME: _____**
**CONTRACT NUMBER:**
**Period Covered _____ to _____**

**Please note that this form must be typed.**

| BUDGET CATEGORY/ LINE ITEM | ITEMIZATION OF COST | TOTAL COST | COUNTY | STATE | PRIVATE | OTHER |
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**ATTACHMENT B**
**REVENUE**
**PAGE __ OF __**

**AGENCY NAME:**
**CONTRACT NUMBER:_____**
**Period Covered _____ to _____**

**Please note that this form must be typed.**

| DESCRIPTION | TOTAL | | | | | |
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**ATTACHMENT B**
**COST OF EQUIPMENT**
**PAGE __ OF __**

**AGENCY NAME: _____**
**CONTRACT NUMBER: _____**
**Period Covered _____ to _____**

**Please note that this form must be typed.**

| TYPE AND DESCRIPTION OF ITEM | ITEMIZATION OF COST | TOTAL COST | COUNTY | STATE | PRIVATE | OTHER |
|---|---|---|---|---|---|---|
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**ATTACHMENT B**
**RELATED ORGANIZATION / SUBCONTRACTEES**
**PAGE _ OF __**

**AGENCY NAME: _____**
**CONTRACT NUMBER:**
**Period Covered _____ to _____**

**Please note that this form must be typed.**

| NAME OF RELATED ORGANIZATION (S) | TYPES OF SERVICES, FACILITIES AND/OR SUPPLIES FURNISHED BY THE RELATED ORGANIZATIONS | EXPLAIN RELATIONSHIP | COST | NAME OF PROGRAM AND COLUMN CHARGED |
|---|---|---|---|---|
| | | | | |
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# ATTACHMENT B
# BUDGET NARRATIVE*

**The Budget Narrative is to be completed in Microsoft Word.*

Please justify the need and cost calculation for each line item shown on your budget forms in a narrative format. Do not leave this section blank; completion of this section is mandatory.

*Please note that, upon review of your agency's proposal, the County of Mercer can offer your agency a contract with an amount that differs from what your proposal requested. If this occurs, your agency will be asked to submit an amended budget narrative illustrating this new amount before the contract can route to the Board of Chosen Freeholders.*

# REQUIRED ATTACHMENTS AND DOCUMENTS

# NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

COUNTY OF MERCER SS:

I, _____ of the City of_____,

in the County of_____, and the State of_____,

of full age, being duly sworn according to law on my oath depose and say that:

I am_____

of the firm of_____

the 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 bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the County of Mercer relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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

_____ (Name of Vendor)

Signed: _____

(also type name of affiant under signature)

Subscribed and sworn to before me

This_____day of_____, 20____.

_____

(Signature of Notary Public)

Notary Public of_____

My Commission expires_____, 20___

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

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

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

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

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

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

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

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

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

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

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

COMPANY: _____ SIGNATURE: _____

PRINT NAME:_____TITLE: _____

DATE: _____

(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 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. l7:27-5.2.

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

COMPANY: _____ SIGNATURE: _____

PRINT NAME:_____TITLE: _____

DATE: _____

## SEXUAL HARASSMENT GUIDELINES

***PART 1604 -- GUIDELINES ON DISCRIMINATION BECAUSE OF SEX***

1604.11 Sexual Harassment

(a) Harassment on the basis of sex is a violation of Sec. 703 of Title VII (of the Civil Rights Act of 1964). Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

(b) In determining whether alleged conduct constitutes sexual harassment, The Commission (EEOC) will look at the record as a whole and at the totality of the circumstances, such as the nature of the sexual advances and the context in which the alleged incidents occurred. The determination of the legality of a particular action will be made from the facts, on a case by case basis.

(c) Applying general Title VII principles, an employer, employment agency, joint apprenticeship committee or labor organization (hereinafter collectively referred to as "employer") is responsible for its acts and those of its agents and supervisory employees with respect to sexual harassment regardless of whether the specific acts complained of were authorized or even forbidden by the employer and whether the employer knew or should have known of their occurrence. The Commission will examine the circumstances of the particular employment relationship and the job functions performed by the individual in determining whether an individual in determining whether an individual acts in either a supervisory or agency capacity.

(d) With respect to conduct between fellow employees, employer is responsible for acts of sexual harassment in the workplace where the employer (or its agents or supervisory employees) knows or should have known of the conduct, unless it can be show that it took immediate and appropriate corrective action.

(e) An employer may also be responsible for the acts of non-employees, with respect to sexual harassment of employees in the workplace, where the employer (or its agents or supervisory employees) knows or should have known of the conduct and fails to take immediate and appropriate corrective action. In reviewing these cases the Commission will consider the extent of the employer's control and any other legal responsibility, which the employer may have with respect to the conduct of such non-employees.

COMPANY: _____ SIGNATURE: _____

PRINT NAME:_____TITLE: _____

DATE: _____

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

The CONTRACTOR and the County of Mercer do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 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 hereunto, 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 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, 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 proceedings 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 the Agreement or otherwise at law.

COMPANY: _____ SIGNATURE: _____

PRINT NAME:_____TITLE: _____

DATE: _____

## W9 FORM

Any agency applying to the County of Mercer for funding and is a first-time vendor, must include a copy of their most recent W9 form. This form is required of any new vendor to expedite and ensure payment to the agency in a timely manner. Upon receipt, the form will be forwarded to the Mercer County Purchasing Department and will help expedite future payments.

Please provide a contact, addresses for Purchase Orders and Check remittance information, copy of your W9 and forward to the County of Mercer, Department of Human Services Contract Unit, Room 224, 640 South Broad St., P.O. Box 8068, Trenton, NJ 08650-0068

CONTRACT CONTACT

COMPANY/AGENCY

PURCHASE ORDER MAILED TO:

CHECK REMITTANCE TO:

TELEPHONE

FAX

EMAIL

## INSURANCE AND INDEMNIFICATION REQUIREMENTS

If it becomes necessary for the consultant, either as principal or by agent or employee, to enter upon the premises or property of the County, the consultant hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accidents, injuries, damages, or hurt to person or property during the course of the work herein covered and be his/her sole responsibility.

The consultant further covenants and agrees to indemnify and save harmless the County from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any County regulation, ordinance or the laws of the State, or the United States while said work is in progress.

The consultant shall maintain sufficient insurance to protect against all claims under Workers Compensation as statutorily required, General Liability in the amount of $1,000,000.00 single occurrence and $2,000,000.00 general aggregate and Automobile Insurance in the amount of $1,000,000.00 combined single limit. Vendors are responsible to provide updated certificates as policies renew. Depending upon the scope of work and goods or services provided, specific types of insurance may not be required. The Mercer County Division of Insurance and Property Management will make this determination.

**In all cases where a Certificate of Insurance is required, the County of Mercer is to be named as an additional insured and named as the certificate holder as follows: "County of Mercer, 640 South Broad Street, P.O. Box 8068 Trenton, NJ 08650-0068". The Certificate shall contain a 30-day notice of cancellation. Additionally, if the program for which your agency is applying provides transportation to consumers and/or clients, the County of Mercer must be named as an additional insured with the agency's automobile insurance.**

INDEMNIFICATION AND HOLD HARMLESS CLAUSE

Contractor shall indemnify, defend and save harmless the County from and against any and all loss cost (including attorneys' fees), damages, expenses and liability (including statutory liability and liability under Workers' Compensation Laws) in connection with claims for damages as a result of injury or death of any person or property damage to any property sustained by Contractor or all other persons which arise from or in any manner grow out of any act or negligence on or about the said premises by the Contractor, their partners, agents, employees, customers, invitees, contractors, subcontractors, sub-subcontractors, vendors and the County. This indemnification clause includes any and all claims and costs of same against the County except for the sole negligence of the County pursuant to N.J.S.A. 2A:40A-1. Further, this indemnification clause includes any and all claims and costs of same against the County involving environmental impairment.

(Cont'd on next page)

WAIVER OF SUBROGATION CLAUSE

Consultant, as a material part of the consideration to be rendered to the County, hereby waives all claims against the County for damages to the goods, wares and merchandise in, upon or about said premises, and consultant will hold the County exempt and harmless from any damage and injury to any such person or to the goods, wares or merchandise of any such person, arising from the use of the premises by the consultant or from failure of the consultant to keep the premises in good condition and repair as herein provided.

_____

Dated and Signed

## INSURANCE CERTIFICATE

**PLEASE TAKE NOTE OF THE FOLLOWING CHANGE**

As you may be aware, there has been a recent change to the ACCORD insurance certificate which precludes placing the number of days for cancellation notification in the lower right hand box. **This applies to all policies (general liability, automobile, workers' compensation unless you are self-insured, etc.)** You may fulfill the requirement for a 30-day notice of cancellation for a County of Mercer contract in any one of the following ways:

1. indicate a 30-day notice of cancellation in the Description of Operations box at the bottom of the certificate
2. indicate a 30-day notice of cancellation on a separate page
3. provide a copy of the cancellation clause from the policy (you do not need to provide a copy of the entire policy, only the page(s) referencing the cancellation clause)

**AUTOMOBILE INSURANCE** is required in the following situations:

- Clients/consumers are being transported under your contract with the County.
- You are on County property to execute your contract, including delivery of items.

For most contracts the automobile insurance requirement is $1 million combined single limit. Also, the County of Mercer shall be named as additional insured and as certificate holder. The certificate holder address shall be as follows: County of Mercer, 640 South Broad Street, P.O. Box 8068, Trenton, NJ 08650-0068.

If you need further clarification on this or other insurance certificate issues, please contact the Insurance and Property Management office at 609-989-6655.

**WORKERS' COMPENSATION**

Vendors are required to provide proof of Workers' Compensation coverage.

The County of Mercer requires a 30-day notice of cancellation (excluding cancellation for non-payment) as part of its insurance requirements. **This requirement applies to workers' compensation policies unless you are self-insured.**

The certificate holder address shall be as follows: County of Mercer, 640 South Broad Street, P.O. Box 8068, Trenton, NJ 08650-0068.

If further clarification is needed, please contact the Insurance and Property Management office at 609-989-6655.

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATES ACCEPTABLE BY THE COUNTY OF MERCER**

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

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, N.J. 08646-0252

TAXPAYER NAME:
TAX REGISTRATION TEST ACCOUNT

TRADE NAME:
CLIENT REGISTRATION

TAXPAYER IDENTIFICATION#:
970-097-382/500

SEQUENCE NUMBER:
0107330

ADDRESS:
847 ROEBLING AVE
TRENTON NJ 08611

ISSUANCE DATE:
07/14/04

EFFECTIVE DATE:
01/01/01

Acting Director

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

SAMPLE

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**

**Disclosure Requirement for "Pay to Play"**

P.L. 2005, Chapter 271, Section 3 Reporting

(N.J.S.A. 19:44A – 20.27)

Any business entity that has received $50,000 or more in contracts from government entities in a calendar year will be required to file an annual disclosure report with ELEC.

At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at www.elec.state.nj.us. If you have any questions please contact ELEC at: 1-888-313-ELEC (Toll free in NJ) or 609-292-8700. An analyst from ELEC's Special Programs Section will assist you.

If this requirement applies to your agency, please submit a signed copy of the appropriate forms.

## STOCKHOLDER DISCLOSURE CERTIFICATION

FAILURE TO COMPLETE, SIGN, AND SUBMIT THIS FORM IS CAUSE FOR REJECTION.

☐ I certify that the list below contains the NAMES AND HOME ADDRESSES of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

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

**Check the box that represents the type of business organization:**

| | | |
|---|---|---|
| ☐Partnership | ☐Corporation | ☐Sole Proprietorship |
| ☐Limited Partnership | ☐Limited Liability Corporation | ☐Limited Liability Partnership |
| ☐Subchapter S Corporation | ☐Non-Profit Corporation | ☐Other_____ |

**COMPLETE IF THE BIDDER IS ONE OF THE FOUR TYPES OF CORPORATIONS:**

DATE OF INCORPORATION:_____

STATE OF INCORPORATION:_____

BUSINESS ADDRESS:_____

Stockholders:

Name: _____ Name: _____

Address: _____ Address: _____

_____ _____

**LEGAL NAME OF BIDDER:**_____

Signature_____

Date_____

Printed Name & Title_____

**PROPOSAL**

The undersigned bidder declares that he/she has read the Instructions, Affidavits and Scope of Work and that he/she has determined the conditions affecting the bid agrees, if this proposal is accepted, to furnish and deliver the following:

TYPE OF SERVICE AND BASIS FOR AWARD
(REQUEST UNIT COST DEFINING TYPE OF SERVICE AND TOTAL)

_____
**(SIGNATURE BY AUTHORIZED REPRESENTATIVE)**

The undersigned is a Corporation, Partnership or Individual under the laws of the State of

_____ having its principal office at_____

COMPANY _____

ADDRESS _____

ADDRESS _____

FED. ID # _____

NAME _____

TELEPHONE _____

FAX _____

E-MAIL _____

DATE _____

## P.L. 2012 BID OR PROPOSAL PROHIBITED

C.52:32-57 "P.L. 2012, c.25 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran."

I am the duly authorized agent making certification that there has been no engagement in certain investment activities in energy or finance sectors of Iran as prohibited by P.L. 2012, c.25. A list of entities can be found on the following page.

_____

NAME OF BIDDER

_____

SIGNATURE OF AUTHORIZED REPRESENTATIVE

TITLE _____

_____

DATE

**The following list represents entities determined, based on credible information available to the public, to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25"):**

1. Bank Markazi Iran (Central Bank of Iran)
2. Bank Mellat
3. Bank Melli Iran
4. Bank Tejarat
5. National Iranian Tanker Company (NITC)
6. Sameh Afzar Tajak Company (SATCO)
7. Amona
8. Bank Saderat PLC
9. Bank Sepah
10. Belaz
11. Belneftkhim (Belarusneft)
12. Bharat Petroleum Corporation Ltd.
13. China International United Petroleum & Chemicals Co., Ltd. (Unipec)
14. China National Offshore Oil Corporation (CNOOC)
15. China National Petroleum Corporation (CNPC)
16. China National United Oil Corporation (ChinaOil)
17. China Petroleum & Chemical Corporation (Sinopec)
18. China Precision Machinery Import-Export Corp. (CPMIEC)
19. Emirates National Oil Company
20. Grimley Smith Associates
21. Indian Oil Corporation
22. Industrija Nafte (INA)
23. Kingdream PLC
24. Liquified Natural Gas Limited
25. Maire Tecnimont SpA
26. Naftiran Intratrade Company (NICO)
27. Oil and Natural Gas Corporation (ONGC)
28. Oil India Limited
29. Panyu Chu Kong Steel Pipe Company, Ltd.
30. Persia International Bank
31. PetroChina Company, Ltd.
32. Petroleos de Venezuela (PDVSA Petroleo, SA)
33. Schwing America Inc.
34. Shandong FIN CNC Machine Company, Ltd.
35. Shanghai Sunry Petroleum Equipment Company, Ltd.
36. Sinohydro
37. SK Energy
38. SKS Ventures
39. Som Petrol AS
40. Sonangol
41. Zhuhai Zhenrong Company

**CONTRACT AWARD**

Upon opening a Request for Proposal (RFP) application, pricing shall remain firm for a period of sixty (60) calendar days. In the event that the award is not made within sixty (60) calendar days, applicants may hold their pricing consideration beyond sixty (60) calendar days or until the contract is awarded.

☐ Check here if willing to hold the pricing consideration beyond sixty (60) calendar days or until the contract is awarded.

☐ Check here if not willing to hold the pricing consideration beyond sixty (60) calendar days or until the contract is awarded.

_____

**AUTHORIZED SIGNATURE**

**COUNTY OF MERCER**

This contract made on this _____ day _____ of 2014 between the COUNTY OF MERCER, a body politic of the State of New Jersey, having its principal office located at 640 South Broad Street in the City of Trenton and State of New Jersey, herein-after referred to as the "COUNTY", and _____, having its principal office located at_____, hereinafter referred to as the "CONTRACTOR".

WHEREAS, the County desires that the Contractor perform services of a nature hereinafter set forth; and,

WHEREAS, the County has determined, after investigation, consultation and interview, the Contractor is fully qualified to perform and provide such services to and for the County; and,

WHEREAS, the Contractor has acknowledged its desire to provide such services to and for the County in a proper manner and under the terms and conditions as hereinafter set forth; now therefore, IN CONSIDERATION, of the mutual promises herein contained, and intending to be legally bound thereby, the parties have agreed as follows;

ARTICLE I

GENERAL CONDITIONS OF PAYMENT

In consideration of the faithful performance by the Contractor of its agreements hereunder, and in conformity with the administrative procedures set forth herein, the County covenants and agrees to pay to the Contractor during the term of this Contract, a maximum sum of $_____.00____ ($???,???.00 per year) subject to this amount being included and approved in the 2015 and 2016

Mercer County budgets. Funding for this contract may increase beyond the original contractual amount when additional non-county funding becomes available, i.e. increased allocation for cost of living adjustment (COLA). Should this occur the contractor must provide increased levels of services at the unit cost referenced in the proposal. The County reserves the right to decrease or increase the levels of service based upon allocation and no minimum or maximum is implied or guaranteed. Payments are to be made in prorated amounts, on a quarterly basis and on receipt of required reports as submitted by the Contractor and approved by the County. The Contractor hereby agrees to:

a. Perform services described in the program specifications (RFP Response), PROGRAM SPECIFICATIONS, hereby fully incorporated and made a part of this Contract.

b. Maintain, in accordance with practices acceptable to the County, uniform records of services described herein and make such records available to the County any time during the duration of the Contract of thereafter.

c. Forward quarterly progress reports of service rendered from the inception of this Contract.

d. Maintain adequate financial and/or personnel attendance leave records pertaining to all services described herein as may be rendered and make said records available for inspection by the County and any or all of its agents at any and all reasonable times during the terms of this Contract.

e. In order to ensure accurate fiscal reporting, all contract agencies which receive in excess of $25,000 in a twelve (12) month period in total County funds, shall segregate the program funded by the County by maintaining either a separate function or cost center code in their fund accounting system. All revenue and expenses shown on the budget submission should be charged to this account and quarterly fiscal reports should be based on these figures. Where possible, County-funded programs should be shown separately in the agency audit.

f. Submit expenditure reporting forms as prescribed and supplied by the County not later than the fifteenth working day of the month immediately following the end of the quarter concerned.

ARTICLE II

SPECIAL CONDITIONS

a. The Contractor's status shall be that of an independent principal and not as an agent or employee of the County.
b. The Contractor agrees not to assign this Contract or any monies due hereunder without the prior written approval of the County.
c. This Contract, and all rights and obligations of the parties hereto shall be construed in accordance with the laws of the State of New Jersey.
d. The Contractor agrees that in the performance of this Contract it will obey, abide by and comply with all applicable Federal and State statutes and regulations.
e. The Agency hereby covenants and agrees not to discriminate against any person who is employed in the work covered by this Contract, or against any applicant for such employment because of race, religion, color, age, national origin, marital status, personal ancestry, affectional sexual orientation or disability. The Agency hereby agrees to the requirements of Exhibit A, MANDATORY AFFIRMATIVE ACTION LANGUAGE (attached). The Agency shall insert similar provisions in all subcontracts for service by this Contract.
f. The Contractor and the County of Mercer 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. The contractor further

agrees to conduct all activities in compliance with the provisions of Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and the U.S. Department of Labor's regulations at 29 CFR, Parts 31, 32, and 34.d.

g. The Contractor shall cooperate with any Federal or state reviews aimed at determining compliance with non- discrimination laws and regulations.

h. The Contractor hereby covenants and agrees to provide the County with a certificate of worker's compensation insurance covering any of the Contractor's employees, subcontractors, agents, servants, etc., who may at any time during the term of this Contract perform any act, service, or work of any nature whatsoever by or in behalf of the Contractor.

i. The Contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation as statutorily required, General Liability in the amount of $1,000,000.00 single occurrence and $2,000,000.00 general aggregate and Automobile Insurance in the amount of $1,000,000.00 combined single limit. Vendors are responsible to provide updated certificates as policies renew.

j. Mercer County shall be included as an additional named insured on any insurance policy applicable to this Contract.

k. The Contractor hereby covenants and agrees to render and save harmless the County from any and all claims, causes of action, law suits, including the payment of any damages or fines for personal injury and/or property damage or otherwise arising out of the course of any of the activities or duties of the Contractor or their agencies, servants or employees and that the Contractor will assume the cost, including the payment of legal fees for any judgment arising or resulting there from and burden of providing a good and sufficient defense or defenses, for any such claim, cause of action or law suits, if any.

l. Any and all provisions of this Contract may be changed or modified by mutual consent of the parties hereto but any change and/or modification shall not be binding unless reduced to a written agreement, signed by the parties.

m. The Contract may be terminated by either party upon sixty (60) days written notice to that effect, forwarded to the other party desiring to terminate the Contract and thereupon payments under this Contract shall be paid to the terminal date based on the Expenditure Reports submitted. In the event of cancellation of this Contract, the Contractor agrees to furnish the County such reports as may be requested based upon work completed under the provisions of this Contract.

ARTICLE III

TERMS OF CONTRACT

It is understood and agreed by and between the parties hereto upon signing that this Contract shall be deemed effective from March 1, 2015, and continuing until December 31, 2016.

IN WITNESS WHEREOF, the parties hereto have executed this Contract by its duly authorized officers.

| CONTRACTOR | COUNTY OF MERCER |
|---|---|
| _____ | BY:_____ |
| Name | Brian M. Hughes |
| Title | County Executive |

ATTEST:

| | |
|---|---|
| _____ | BY:_____ |
| | Jerlene H. Worthy |
| | Clerk to the Board of |
| | Chosen Freeholders |

## PROPOSAL CHECKLIST

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

| Checklist | | Agency Initials | Contract Unit |
|---|---|---|---|
| Complete proposal packet, including Funding Proposal Cover Sheet and Attachments A & B* | 1 original & 6 copies | | |
| County of Mercer Contract template * | 6 signed originals | | |
| CD or USB Drive containing all Proposal Materials* | 1 | | |
| Non-Collusion Affidavit (Complete and Notarized) * | 1 w/ original signature | | |
| Affirmative Action Compliance Notice * | 1 w/ original signature | | |
| Certificate of Employee Report or AA302* | 1 w/ signature | | |
| Exhibit A: Affirmative Action Mandatory Language * | 1 w/ original signature | | |
| EEOC Sexual Harassment Guidelines * | 1 w/ original signature | | |
| American with Disabilities Act Language * | 1 w/ original signature | | |
| W9 Form (for New Agency not previously County-funded) % | 1 w/ original signature | | |
| Insurance and Indemnification* | 1 w/ original signature | | |
| Certificate of Liability Insurance* | 1 w/ original signature | | |
| Certificate of Automobile Insurance * | 1 w/ original signature | | |
| Certificate of Workers Compensation Insurance * | 1 w/ original signature | | |
| Certificate of Insurance 30 –day Cancellation Time Period* | 1 w/ original signature | | |
| NJ Business Registration (For-Profit businesses only) * | 1 w/ signature | | |
| Pay-to-Play Form (For-Profit businesses/corporations only) % | 1 w/ original signature | | |
| Stockholder Disclosure Certification* **FAILURE TO COMPLETE, SIGN AND SUBMIT THIS FORM IS CAUSE FOR REJECTION** | 1 w/ original signature | | |
| Iran Certification * | 1 w/original signature | | |
| Proposal Certification* | 1 w/original signature | | |
| Contract Award Signature Sheet* | 1 w/ original signature | | |
| Proof of 501(c)(3) status (For Non-Profits only)* | 1 w/ signature | | |
| Certificate of Incorporation * | 1 w/ signature | | |
| Most recent audited financial statement (or Form 990 for For-Profit businesses)* | 1 w/ original signature | | |
| Brochures and Organizational Chart * | 6 copies | | |
| Copies of all questionnaires, diagnostic/other screening tools, surveys, etc. utilized as part of performance outcome activities. % | 6 copies | | |
| Proof of coordination (e.g., consortia/affiliation agreements, letters of endorsement) % | 1 copy | | |

* = Required as part of proposal submission. % = Submit with proposal packet if applicable.