

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

Department of Human Services For

*Office on Aging
2012 County Direct Funding*

Located At

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

**To Be Received On
February 16, 2012**



Prepared By: *Erica Saganowski*

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 sealed proposals will be received by the Mercer County Department of Human Services Contract Unit, Room 234 in the Mercer County McDade Administration Building on February 16, 2012 at 12:00 p.m. prevailing time, at which time and place proposal applications will be opened and read in public for:

Office on Aging 2012 County Direct Funding in the amount of \$13,659.00

Services funded under this RFP are targeted specifically to Mercer County senior citizens age 60 and older and family caregivers. Priorities of this office will ensure that services assist older individuals with greatest social and economic needs, as well as minorities, older individuals at risk of institutional placement, older individuals residing in rural areas, older individuals with Alzheimer's disease and related disorders, Caregivers of older individuals with Alzheimer's disease and related disorders, and older individuals with severe disabilities.

Programs and services include the following:

Socialization and Recreation Services

Specifications and instructions to bidders may be obtained at the Mercer County Office on Aging during regular business hours (M – F, 8:30 a.m. – 4:30 p.m.) by calling 989-6662 or available for download at www.mercercounty.org.

Proposals shall be made on the forms provided as part of the Request for Proposals (RFP) packet and required by the specifications, enclosed in a sealed envelope and addressed to:

**Mercer County Department of Human Services Contract Unit
McDade Administration Building
Room 234
640 South Broad Street
P.O. Box 8068
Trenton, New Jersey 08650-0068**

All proposals must be clearly marked on the outside "**RFP – Office on Aging 2012 County Direct Funding**". This designation must also appear on the outside of Express Envelopes/Packages if sent by express mail.

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

With the exception of the United States Postal Service, express envelopes/packages shall be delivered to Mercer County Department of Human Services Contract Unit, Room 234, 640 S. Broad Street, 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 Office on Aging is the federally designated Area Agency on Aging. As such, this office oversees the planning of a comprehensive and coordinated service delivery system, and promotes the effective and efficient use of resources addressing duplication, which could diminish the positive social impact of programs and services intended by legislation (Older Americans Act of 1965, as amended; Rules and Regulations of County Office on Aging, N.J.A.C. 5:71.). The Office on Aging has complete authority and responsibility to plan and develop policy and programs for older people 60 years of age and older, and their caregivers, within Mercer County.

In anticipation of notice of its 2012 County Direct allocations, the Mercer County Office on Aging is accepting proposals for the period of April 1, 2012 – December 31, 2012 to provide socialization and recreation services for Mercer County residents, age 60 and older, in the amount of \$13,659.00.

Proposal budgets shall be prepared for the period of April 1, 2012 – December 31, 2012. All proposed funding is contingent upon inclusion in and adoption of the 2012 County budget.

Community organizations and agencies interested in submitting grant proposals should emphasize its ability to address the goals of the Mercer County Office on Aging; coordinate services with the countywide network of senior providers; and illustrate how it will specifically meet the needs of the target population as described in the Older Americans Act, Section 306 (a)(4)(A)(iii)(III).

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

Public Notice in the Times of Trenton
Proposal specific question in writing to the Office on Aging
Response to received questions posted to County Website
Proposal due
Proposal Committee Review
Notification of award
Project to begin
Project to end

DATE

January 18, 19 & 20, 2012
January 19 – February 3, 2012
January 20 – February 3, 2012
February 16, 2012
February 21 – 24, 2012
March 16, 2012
April 1, 2012
December 31, 2012

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: February 16, 2012 at 12:00 NOON

Submit One (1) *typed* Original Attachment A and one (1) *typed* Original Attachment B signed in **blue ink** and six (6) copies.

In addition, submit six (6) contracts **all with original signatures in blue ink**. **All original signatures must be attested prior to submission**. 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 234, McDade Administration Building, 640 South Broad Street, PO 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 their representative regarding the RFP. Please direct all questions in writing to:

Erica Saganowski
Office on Aging
County of Mercer
McDade Administration Building
Room 226
PO Box 8068
640 South Broad St.
Trenton, NJ 08650-0068
esaganowski@mercercounty.org

In making requests for more information in writing either by email or postal service, any Agency must supply an email address where communication can occur.

INTERPRETATIONS AND ADDENDA

Respondents are expected to examine the RFP with care and observe all its requirements. All questions about the meaning or intent of this RFP, all interpretations and clarifications considered necessary by the owner's representative in response to such comments and questions will be 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

Non-profit, county and local government agencies are eligible to apply for any and all of the 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. Should the Area Agency on Aging (AAA) choose to enter into contracts with profit-

making organizations, the AAA must adhere to the Division of Senior Affairs Waiver Policy, (91-9, III 3-4) and Section 212 of the Older Americans Act, which states: None of the provisions of this Act shall be construed to prevent a recipient of a grant or contract from entering into an agreement, subject to the approval of the state agency, with a profit-making organization to carry out the provisions of this Act and of the appropriate State plan.

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. Said signature must be attested prior to submission of the proposal. Furthermore, an applicant must type in the name of their organization and address on page one of the contract. ***The applicant should not enter an amount in the General Conditions of Payment section of the contract with Mercer County, or any other place in the contract.*** Failure to submit all required signed documents with the applicant's proposal for funding may 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. The form shall be properly executed.

Americans with Disabilities Act of 1990

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

W 9 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 W 9 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

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 noncorporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed. The Respondent shall complete and submit the form of statement that is included in this RFP.

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)

Reforms Business Registration Certificate Filing; 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 be 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/njbgs 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.

CHARITABLE REGISTRATION

Pursuant to N.J.S.A 45:17A-18 et. seq. any organization that has been granted a 501(c)(3) tax exempt status by the IRS; charities that are based in New Jersey; those charities that solicit New Jersey residents for a charitable cause, or any cause that a prospective donor perceives to be charitable; and any fundraiser receiving compensation to conduct fundraising on behalf of a charity must register with the Division of Consumer Affairs' Charitable Registration and Investigation Section.

Registration renewals are required annually within six months of the end of the charity's fiscal year. Copies of the most recent registration statement must be included with the submission of this RFP. Additional information on this requirement is available via email at AskConsumerAffairs@lps.state.nj.us or by calling 973-504-6215.

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, 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, 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.

Please note: A recent 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 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).

MULTIPLE PROPOSALS ARE NOT ACCEPTED

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.

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.

COMMENCEMENT OF WORK

The contractor agrees to commence work after the date of award by the County of Mercer.

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 RFP's. Challenges filed after that time shall be considered void and having no impact on the owner or the award of contract.

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.

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

Progressive payments may be made upon the submission, by the contractor, of an invoice on a form acceptable to the County. At the County's discretion, invoices shall be submitted on a monthly or quarterly basis. 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 and the Proposal Cost Form.

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.

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, without the written consent of the County of Mercer, be disclosed 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 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 Office on Aging 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 Sub-contracted 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 Service provided in this RFP and the Respondents 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 [insert appropriate department, agency, commission, etc.] 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 Department of Human Services, Office on Aging, 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/lps/njsp/about/serv_chrc.html#instruct

SCOPE OF SERVICES

AGENCY CRITERIA:

The potential grantee must have a 501 (c) (3) or equivalent tax-exempt status. Copies of the IRS determination letter confirming status will be required of contractors if their proposal is accepted. Should the Area Agency on Aging (AAA) choose to enter into contracts with profit-making organizations, the AAA must adhere to the Division of Senior Affairs Waiver Policy, (91-9, III-4) and Section 212 of the Older Americans Act, which states: None of the provisions of this Act shall be construed to prevent a recipient of a grant or contract from entering into an agreement, subject to the approval of the state agency, with a profit-making organization to carry out the provisions of this Act and of the appropriate State plan.

The contractor must identify a senior staff member who will have overall administrative and supervisory responsibility to the proposed program. Programs/services funded under this RFP are to be provided free of charge to the client/participant, however voluntary donations may be accepted. Clients unable or unwilling to provide a monetary contribution may not be denied services or terminated from service.

FISCAL RESPONSIBILITY

A 25 percent match is required of all contractors and should be detailed on the budget pages. Grantees receiving an allocation of \$25,000.00 or more must maintain fiscal records that account for County funds through the establishment of separate cost centers. A most recent organization-wide audit must be attached to the proposal package. Mercer County funds cannot be used to substitute existing funding.

COST PRINCIPLES/UNALLOWED COSTS

The following are examples of unallowed costs:

- **Building/Renovations** – Available grant funds cannot be used for building funds, renovations or capital improvements or to supplant existing services.
- **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.
- **Entertainment** – Costs of amusements, social activities, and incidental costs relating thereto, such as meals, tickets to shows, beverages, lodgings, rentals, transportation, and gratuities are unallowable. This *does not* apply to “socialization/recreation” activities for the elderly as referred to in the Older Americans Act.
- **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.
- **Non-Older Americans Act Related Expenses** – Any expenses incurred that are not related as defined in the Older Americans Act are unallowable.
- **Under Recovery of Costs Under Older Americans Act Agreements** – Any excess of cost over the maximum proposed award/contracted amount are unallowable.

POPULATION TO BE SERVED:

Services funded under this RFP are targeted specifically to Mercer County senior citizens age 60 and over and family caregivers. A family caregiver is defined as an adult family member, or another individual, who is an informal provider of in-home and community care to an individual age 60 or older.

National Family Caregiver Support Program guidelines also allow for grandparent or relative caregiver services to a grandparent or step-grandparent, or other relative of a child by blood or marriage, who is 55 years of age or older, and:

- Lives with a child 18 or under
- Is the primary caregiver because the biological or adoptive parents are unable/unwilling to serve as the primary caregiver of the child; and
- Has legal custody or guardianship, or is raising the child informally.
- A “child” is defined as an individual who is not more than 18 years of age or an individual 19-59 years of age who has a severe disability.

Priorities of this office will ensure that services assist older individuals with greatest social and economic needs.

The re-authorization of the Older American’s Act has identified specific target population groups including:

- Older individuals with limited English proficiency
- Older individuals at risk of institutional placement
- Older individuals residing in rural areas
- Older individuals with Alzheimer’s disease and related disorders
- Caregivers of older individuals with Alzheimer’s disease and related disorders
- Older individuals with severe disabilities

AVAILABLE FUNDING AND SERVICE CATEGORIES

For the 2012 Office on Aging County Direct Funding in the amount of \$13,659.00, the Mercer County Office on Aging will be funding a program in one service category, *Community Support*, as defined by the State of New Jersey Department of Health and Senior Services, Division of Aging and Community Services service taxonomy, and as identified in the Mercer County Office on Aging Area Plan Contract.

Funding will be made available through this RFP up to the indicated amount advertised. Clearly indicate for which service category and program you are applying. The stated allocation per program is intended to fund one or multiple independent programs as specified. Proposal budgets should be prepared to reflect the service period April 1, 2012 – December 31, 2012.

Funding allocations remain contingent upon the availability of funds and the passage of the 2012 Mercer County Budget, and may increase beyond the original contractual amount when additional non-contract 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.

SERVICE CATEGORY

The goal of the Office on Aging is to foster the dignity, independence, health and well being of Mercer County seniors age 60 and older and their caregivers by supporting cost effective in-home and community based support services and programs. The contractor should provide and design programs and activities suitable for elderly participants.

SERVICE CATEGORY: COMMUNITY SUPPORT SERVICES

Program: Socialization and Recreation

Unit: One session per participant

Definition: Planned and structured activities and programs will be provided to active and functionally impaired older adults in order to facilitate social contact, reduce isolation, and improve personal life satisfaction.

Service activities should include the following components:

- Volunteer based socialization/recreation services offered to seniors by an established, nonprofit community agency, and will provide the necessary support services to allow participants to remain active and healthy throughout their lives.
- In an effort to build a strong sense of community and independence for the senior citizens involved, the socialization and recreation program will be a Countywide, all-inclusive program that will include activities and educational programming provided by a diverse group of community organizations.
- The prospective program should operate at least one location that functions as the main program focal point. Multiple service locations throughout the county would ensure better access for all seniors.

Socialization and Recreation Services shall meet or exceed the following standards:

- The provider of Socialization/Recreation services should be knowledgeable in the activity or program either through education, experience, or training.
- Socialization and recreation programs shall design activity sessions for the interests, skills, and abilities of prospective elderly participants.
- Educational and leisure activities, health and safety programs as well as volunteer opportunities should be designed to meet the interests, skills and abilities of prospective elderly participants, and should expand the opportunities for satisfying leisure time and social activities to foster their health and social well-being.
- Program activities should include; demonstration/instruction presentations, discussion groups and participation in arts and crafts, hobbies, travel, games, group tours, outings, educational sessions, cultural events and other activities of a similar nature.
- The socialization and recreation service applicant may also provide meals and arrange for transportation services.
- Customers of this service shall be informed that donations are accepted under this program and such donations will serve to expand the programs to others in need.

LOCATION OF SERVICING OFFICE

The proposal must list the location and address of the present, active office, which 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. More than one (1) proposal per funding category from an individual, a firm or partnership, a corporation or an association under the same or different names shall not be considered.

Proposals that are timely, compliant, and meet the minimum mandatory requirements will be reviewed by the Evaluation Committee. Only members of the Evaluation Committee will grade the proposals.

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.

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.

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 Federal, State, and 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.

MERCER COUNTY DEPARTMENT OF HUMAN SERVICES

**Request for Proposal
PROPOSAL COVER SHEET**

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 (not part of 10 page maximum requirement), and **should be used as the first page of your submission document**. Please sequentially number all pages and submit one (1) original and six (6) copies for review.

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.

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 (core or supporting) and proposed approach to the project that is being purchased with the funding. Include a detailed narrative description and an organizational chart for fulfillment of all mandatory components listed in the scope of services. Please refer to the explanation of each service.
- **RATIONALE/MISSION OF PROJECT/PROGRAM** - Describe the need that is being addressed, the methods/modalities to implement the program design and how it meets a need(s) identified within the community. Document the need by using demographic data and other local data sources.
- **DESCRIBES 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. Also include all relationships to collaborating agencies, as well as all subcontract agreements, if applicable.
- **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 and the organization's plan for ongoing training and professional development of staff that work in the proposed program.

PROJECT/PROGRAM DURATION:

- **LOCATION & HOURS OF OPERATION** - Specify location of program and hours of service provision. Be sure to list program service days/holiday schedule.
- **NEW PROJECT SPECIFICS** - For new projects, please include a timeline of implementation, including advertising, hiring, start up and program admissions.

TARGET POPULATION/ELIGIBILITY:

- **POPULATION** - Describe who will be served.
- **RATIONALE** - Describe the rationale for selecting a population(s) to be served.
- **GEOGRAPHIC SERVICE AREA** - Describe geographic service area for this project/program.
- **ELIGIBILITY CRITERIA** - List all client eligibility criteria as it relates to the program administered by this proposed funding.

ADMISSION CRITERIA:

- **REFERRAL/ENROLLMENT PROCESS** – Describe the referral/enrollment process. Identify reports, forms, and documents needed for referral/enrollment.
- **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** – Describe the length of time from referral to acceptance/ enrollment.

ACCESSIBILITY:

- **ACCESSIBILITY ISSUES** – Explain accessibility (both programmatic and physical plant) for the target population. Describe limitations, if any, for people with disabilities.
- **TRANSPORTATION** – Describe the availability of public transportation. Does the agency provide transportation to clients?
- **BARRIERS** – Identify barriers to access, including language, site specifics related to physical plant or other existing programmatic barriers.

LEVELS OF SERVICE/UNITS:

- **UNIT OF SERVICE DEFINED** - 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? What are the minimum and maximum numbers of unduplicated individuals who can be served in a contract period?

- **MAXIMUM SERVED AT ONE TIME** – What is the maximum number of individuals served in the program at one time?
- **COST-PER-UNIT BREAKDOWN** – Please provide a cost-per-unit breakdown for total programs/services based on the maximum proposed award.

FEES/CONTRIBUTIONS:

- **OTHER SOURCES OF PROGRAMMATIC FINANCIAL SUPPORT** - List fees, contributions, donation policy (if any), and expected revenues for the program from other sources, and name the specific funding sources. Also, describe why or why not third party billing is used and expected revenues. *Note: All sources of revenue described here must also be listed in Attachment B budget forms and fully described in the Budget Narrative section of the RFP.*

CLIENT SERVICE PLANNING:

- **CLIENT SERVICE PLAN DEVELOPMENT** - Describe how a client service plan will be developed to meet needs of consumers and their caregivers, *if applicable*, from time of intake to discharge. Discuss the client and family involvement with service 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 intake/planning form, as an attachment, not as part of the narrative.
- **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.

III. EVALUATION OF GOALS AND OBJECTIVES:

- **PROGRAMMATIC GOAL(S)** – Provide a broad statement of what the program is designed to accomplish.
- **OBJECTIVES** – 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** – 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, for example, will not suffice.

- **DATA COLLECTION** – Data collection is to be completed for each client served and used for evaluation and documentation purposes. Describe client record keeping systems and method(s) of collecting demographic reporting data.
- **DETERMINING PROGRAM EFFECTIVENESS** - Describe the methodology for determining the project/program effectiveness. When using evidence-based programming, how will applicant assure fidelity to the model? Include copies of any questionnaires, diagnostic/other screening tools, surveys, etc., utilized as part of your performance outcome activities.
- **CONTINUED FUNDING REQUESTS** – If this program has been previously funded by the Mercer County Office on Aging, please identify outcomes and program success from the previously funded year. Describe in detail the reasons for any changes in the proposed line item budget, if applicable.

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.
- **SUSTAINABILITY** – Describe your plan for the program sustainability after County/State/Federal funding expires.
- **AUDIT** – Please include the agency's most-recent financial audit.

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
One (1) original and six (6) copies of complete proposal packet, including Funding Proposal Cover Sheet and Attachments A & B*		
Six (6) signed copies "County of Mercer Competitive Contract Provisions" template *		
CD containing all Proposal Materials*		
Proof of 501(c) (3) status (For Non-Profits only) *		
Proof of Charitable Registration *		
Non-Collusion Affidavit (complete and notarized) *		
Affirmative Action Compliance Notice *		
Certificate of Employee Report or AA302*		
Exhibit A: Affirmative Action Mandatory Language *		
EEOC Sexual Harassment Guidelines #		
American with Disabilities Act Language #		
W9 Form (for New Agency not previously county-funded) %		
Insurance and Indemnification*		
Certificate of Liability Insurance*		
Certificate of Automobile Insurance (if client transportation is provided)*		
Certificate of Workers Compensation Insurance *		
Certificate of Insurance 30-day Cancellation Time Period *		
NJ Business Registration (For-Profit businesses only) *		
Pay to Play Form (For-Profit businesses/corporations only) %		
Stockholder Disclosure Certification* Failure to sign and submit this from is cause for rejection.		
Contract Award Signature Sheet*		
Certificate of Incorporation *		
Most recent audited financial statement *		
Brochures and Organizational Chart *		
Copies of all intake/screening tools etc. if requested %		
Subcontractors (as applicable) *		

****Required as part of proposal submission
%Submit with proposal packet if applicable
#Read, initial above, and submit with proposal***

Attachment B

ATTACHMENT B
COUNTY OF MERCER , DEPARTMENT OF HUMAN SERVICES, OFFICE ON AGING

1. Project Director (Name, Title, Dept., Address-Street, City, State, Zip Code)	2. Date of:	From	Through	Contract Amount / IPS
	A. Project Period			
	B. Budget Year			
3. Type of Organization <input type="checkbox"/> Public Agency <input type="checkbox"/> Private Non-Profit Agency				
4. Applicant Agency (Name, Address-Street, City, State, Zip Code)	5. Payee (Specify to whom checks should be sent - Name, Title, Address)			
6. Name, Title, Address of Official Authorized to Sign for Applicant Agency:				
7. A. Total Project Cost				
B. Project Income				
C. Project Net Cost (Line A Less Line B)				
D. Local Non-Federal Participation				
E. Funds Requested				

**ATTACHMENT B
BUDGET SUMMARY CONTRACT EXPENSE DETAIL**

CATEGORIES	Budgeted Amount / Cash	In-Kind	Total Budgeted Project Cost
1. <u>Personnel</u> (Name, Title, Number or Percent of time employed/hours per week)			
Total Personnel Cost			
2. <u>Consultant & Contract Services</u>			
Total Consultant & Contract Services Cost			
3 <u>Travel</u>			
Total Travel Cost			
4. <u>Food</u>			
Total Food Cost			
5. <u>Building Space</u>			
Total Building Space Cost			

ATTACHMENT B

CATEGORIES	Budgeted Amount / Cash	In-Kind	Total Budgeted Project Cost
6. <u>Printing and Office Supplies</u>			
Total Printing & Office Supplies Cost			
7. <u>Equipment</u>			
Total Equipment Cost			
8 <u>Other Costs</u>			
Total Other Cost			
9. <u>Indirect Cost</u> (Please Attach Justification for indirect Rate Calculation)			
Total Indirect Cost			
Total Project Cost			

ATTACHMENT B

Source	Financial Resources (Excluding Estimated Cost)	Amount
<u>Federal Resources</u>		
Total Federal Resources		
<u>County Resources</u>		
Total County Resources and Carryover		
<u>State Title III Matching Fund</u>		
Total State Title III Matching Fund		
<u>Other Resources</u>		
Total Other Resources		
<u>Project Income/Revenue</u>		
Participant Income		
NSIP		
Others		
Total Project Income		
Total Financial Resources		

ATTACHMENT B

BUDGET NARRATIVE

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 the budget narrative section is mandatory.***

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 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. 17:27-5.2.

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302, electronically provided by the Division and distributed to the public agency through the Division's website at:

www.state.nj.us/treasury/contract_compliance

The contractor and its subcontractors shall furnish such reports or other documents to the Division of 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 W 9 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, Rm 234, 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.

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 left hand box. 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)

If you need further clarification on this or other insurance certificate issues, 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: **0107530**
ADDRESS: **847 ROEBLING AVE
TRENTON NJ 08611**
ISSUANCE DATE: **07/14/04**
EFFECTIVE DATE: **01/01/01**
FORM-BRC(08-01)

J.P. S. Tully
Acting Director

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



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT
Trade Name:
Address: 847 ROEBLING AVE
TRENTON, NJ 08611
Certificate Number: 1093907
Date of Issuance: October 14, 2004

For Office Use Only:
20041014112823533

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.

STOCKHOLDER DISCLOSURE CERTIFICATION

**FAILURE TO SUBMIT THE REQUIRED INFORMATION
IS CAUSE FOR AUTOMATIC 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:

- | | | |
|---|--|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation | <input type="checkbox"/> Non-Profit Corporation | <input type="checkbox"/> Other_____ |

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

DATE OF INCORPORATION: _____

STATE OF INCORPORATION: _____

BUSINESS ADDRESS: _____

**FAILURE TO SUBMIT THE REQUIRED INFORMATION
IS CAUSE FOR AUTOMATIC REJECTION**

Stockholders:

Name: _____ Name: _____

Address: _____ Address: _____

LEGAL NAME OF BIDDER: _____

Signature _____ Date _____

Printed Name & Title _____

THIS FORM MUST BE SIGNED.

CONTRACT AWARD

Upon opening bids, 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, bidders may hold their bid consideration beyond sixty days or until the contract is awarded.

Check here if willing to hold the pricing consideration beyond sixty days or until the contract is awarded.

Check here if not willing to hold the pricing consideration beyond sixty days or until the contract is awarded.

AUTHORIZED SIGNATUR

**COUNTY OF MERCER COMPETATIVE CONTRACT PROVISIONS
(COUNTY FUNDING ONLY)**

This contract made 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 the (insert agency name), having its principal office located at _____ (insert agency address), 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 \$_____ subject to this amount being included and approved in the 2012 Mercer County budget and/or Peer Grouping Revenue and Expenditure Plans. **Funding for this contract may increase beyond the original contractual amount when additional 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.

Competitive Contract Supplementary Provisions
Continued

- 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 monthly progress reports of service rendered from the inception of this Contract. These reports shall be submitted no later than the fifteenth working day of the month immediately following the end of the month concerned.
- 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.

Competitive Contract Supplementary Provisions
Continued

- 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 thereto, 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 on behalf of the Contractor.

Competitive Contract Supplementary Provisions
Continued

- i. The Contractor shall carry Comprehensive General Liability Insurance in the minimum sum of \$1,000,000.00. Prior to the execution of this Contract, the Contractor shall provide a certificate of Insurance of such Comprehensive General Liability Insurance to the County.

- 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 termination 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 January 1, 2012 and continuing until December 31, 2012.

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

CONTRACTOR

COUNTY OF MERCER

Name
Title

BY: _____
Brian M. Hughes
County Executive

ATTEST:

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

Please note: The parties hereto acknowledge that these supplementary provisions do not constitute a binding contract until it is awarded and the Freeholder Board authorizes its execution by the County Executive.