

County of Mercer

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

REQUEST FOR PROPOSALS

COUNTY OF MERCER

For The

Department of Human Services For 2012 Child Care Services

Located At

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

To Be Received On: January 31, 2012, by 12:00 p.m.



Prepared by: The Division of Community Services

NOTICE OF RFP

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

Notice is hereby given that on January 31, 2012, at 12:00 noon (prevailing time), sealed proposals will be received by the Mercer County Department of Human Services Contract Unit, Room 234, in the Mercer County McDade Administration Building at which time and place proposal applications will be opened and read in public for:

2012 CHILD CARE SERVICES A total award of up to \$180,895.00 in Mercer County Direct funds

Specifications and instructions to bidders may be obtained at the Division of Community Services or on the County website at www.mercercounty.org. Proposals shall be delivered in sealed envelopes and addressed to Mercer County Department of Human Services Contract Unit, Room 234, 640 South Broad Street, P.O. Box 8068, Trenton, NJ 08650-0068. All proposals should be clearly marked on the outside "RFP – 2012 Child Care Services." This designation also must appear on the outside of Express envelopes/packages, if sent by express mail. Proposals may be rejected if not submitted within time, date and place designated, and if not accompanied by any of the required documents.

With the exception of the United States Postal Service, express mail 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 Department of Human Services, Division of Community Services, is accepting proposals for the nine (9) month period of April 1, 2012, through December 31, 2012, for the provision of child care services for Mercer County organizations already serving low-income families in the amount of \$180,895.00.

Funding is available for centers serving low-income families, in accordance with federal poverty guidelines (attached) based on 250% above the poverty level. Funding **may not be used** for classrooms eligible for Department of Education (**formerly known as Abbott**) subsidies. Mercer County funds cannot be used to supplant existing funding.

Child care agencies must adhere to State of New Jersey child care licensing/ registration standards as defined in the **New Jersey Manual of Requirement for Child Care Centers** or the **New Jersey Manual for Family Child Care Registration**, which can be accessed on the internet at <http://www.state.nj.us/dcf/divisions/licensing/laws.html>. Standards include staff/child ratios, grouping of children, staff qualifications, staff responsibilities, record keeping, facility, program, health and transportation requirements.

The Mercer County Department of Human Services is interested in meeting the recognized needs of the Mercer County community by providing financial assistance for centers serving children of low-income families. Funding will be available for the following areas:

1. Infant/Toddler Days
2. Summer Camp
3. Before and/or After School Care
4. Preschool Days
5. Program Enhancements/Support

The funding is contingent upon inclusion and adoption of the 2012 Mercer County budget.

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:

ACTIVITYPublic notice in *The Times of Trenton*

Proposal-specific questions in writing due to Division of Community Services

Responses to received questions posted to county website

Proposal due

Proposal committee review

Notification of award

Project to begin

Project to end

DATE

Jan. 10, 2012

Jan. 20, 2012

no later than Jan. 24, 2012

Jan. 31, 2012

Feb. 3, 2012 – Feb. 9, 2012

Feb. 13, 2012 – Feb. 17, 2012

April 1, 2012

Dec. 31, 2012

EXPRESS OR US DELIVERY

Proposals may be hand delivered or mailed; however, the County 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 are Tuesday, January 31, 2012, by 12 p.m. (noon) in Room 234 of the County Administration Building, 640 South Broad Street, Trenton, NJ.

Submit one (1) typed original signed in [blue ink](#) and six (6) hard copies of the proposal and all attachment material, along with one (1) additional proposal on a diskette, compact disk (CD) or USB drive. The original proposal must be marked to distinguish it from the copies. Please mark the copies as well. In addition, submit six (6) contracts all with original signatures in [blue ink](#).

Clearly mark the submittal package with “RFP – 2012 Child Care Services” 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, P.O. Box 8068, Trenton, NJ 08650-0068. 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. In addition, the respondent’s proposal shall not exceed the County allocation and all proposals must be accompanied by the required contracting documents.

COUNTY REPRESENTATIVE FOR THIS SOLICITATION

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

Kimberly Sentek
Division of Community Services
County of Mercer
640 S. Broad St.
P.O. Box 8068
Trenton, N.J. 08650-0068
ksentek@mercercounty.org

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

INTERPRETATIONS AND ADDENDA

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

AGENCY ELIGIBILITY

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

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

CONTRACTUAL PROVISIONS

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

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

LOCATIONS AND ESTIMATE OF 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, and no minimum or maximum is implied or guaranteed.

Funding for this contract may increase beyond the original contractual amount when additional County 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.

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, and 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.

CHALLENGE OF SPECIFICATIONS

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

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 at which the work is to be performed must be provided. The respondent understands that if selected, the use of subcontractors must be approved in writing by the County prior to initiating any subcontracted work.

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

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

The vendor must contact the New Jersey State Police to perform a criminal background check on each potential employee to work under this contract on County of Mercer property. A copy of the results of the criminal background check must be provided to the County of Mercer, Division of Community Services, 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 also must 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 1-94 Arrival/Departure Form and the results of a criminal background check on its employees working under the contract on County of Mercer property every twelve (12) months. Please access the following website for instructions for obtaining a criminal history record: (http://www.state.nj.us/njsp/about/serv_chrc.html).

STATUTORY AND OTHER REQUIREMENTS
COMPLIANCE WITH LAWS

Any contract entered into between the contractor and the County of Mercer 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 non-discrimination provisions and all other laws and regulations applicable to the performance of services thereunder. The respondent shall sign and acknowledge such forms as may be required by this section.

BUSINESS REGISTRATION P.L. 2009, C.315 (For-profit businesses/corporations only)

This reforms Business Registration Certificate Filing and permits filing prior to award of contracts if not filed with bid. Effective with bids received and contracts awarded after January 18, 2010, this law removes the requirement of the Local Public Contracts Law ([N.J.S.A. 40A:11-23.2](#)) that required a bid to be rejected if the bidder failed to include a BRC with the bid, even though it may have been the otherwise lowest responsible bid. The law now allows the BRC to be filed anytime prior to award of the contract and the bidder had to have obtained the BRC prior to receipt of bids. This permits the BRC to be required with a bid, or submitted subsequently. If a BRC is required in a bid, but not submitted with the bid, it would 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.

MANDATORY AFFIRMATIVE ACTION COMPLIANCE

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

AMERICANS WITH DISABILITIES ACT OF 1990

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

W9 FORMS

Any agency applying to the County of Mercer for funding and is a first-time vendor must include a copy of its 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 that 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.

NON-COLLUSION AFFIDAVIT

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

PAY TO PLAY

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

INSURANCE AND INDEMNIFICATION

If it becomes necessary for the contractor, either as principal or by agent or employee, to enter upon the premises or property of the owner 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 the insurance required to be submitted for a County of Mercer contract in any one of the following ways:

1. Indicate a thirty (30) day notice of cancellation in the Description of Operations box at the bottom of the certificate.
2. Indicate a thirty (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

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

COMMENCEMENT OF WORK/TIME OF COMPLETION

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

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

understood and agreed mutually that the service and contract time embraced in this contract shall commence on the date specified and that the contract shall be completed in sequence and time frame identified.

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

TERMINATION OF CONTRACT

If, through any cause, the contractor fails to fulfill in a timely and proper manner obligations under the contract, or if the contractor violates any requirements of the contract, the County thereupon shall 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 County 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 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.

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

Progress payments may be made upon the submission by the contractor to the County of an invoice on a form acceptable to the County. Invoices shall be submitted on a monthly or quarterly basis and shall specify, in detail, the periods for which the payments are claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed and the project cost.

The County 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.

The contractor to the County will be responsible for all payments to any hired subcontractors. The contractor must disclose to the County all payments made to subcontractors.

GENERAL CONSIDERATIONS

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

PROVIDING INFORMATION

Information will be made available at the County Division/Office during regular business hours. The County 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.

NOTICE OF AWARD

The Division of Community Services will notify the successful respondent of the award of contract upon a favorable decision.

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 will either award the contract within the applicable time period or reject all proposals.

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

BID PROHIBITED

It is understood by the respondent that, if awarded a contract through the RFP 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.

RFP 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 and/or fail to meet the minimum mandatory requirements will not be evaluated.

Proposals that are timely, compliant and meet the minimum mandatory requirements will be reviewed by 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.

The written proposals will be evaluated and graded in accordance with the evaluation criteria listed below.

EVALUATION CRITERIA

TECHNICAL ELEMENT

All necessary documents are included as part of the proposal package. Request for specific information is satisfied and within the maximum page limit requested. All attachments are completed in their entirety. Budget narrative and budget forms are complete.

MANAGEMENT

A description of the program goal that will be implemented with funding is outlined. Clear lines of authority for project are delineated. Job descriptions for key staff are included. Staffing levels are justified. Staff development/enrichment plan is included.

ASSURANCE OF PERFORMANCE

Previous experience completing this type of program is supported by performance data. Clearly defined unit of service is provided. Minimum and maximum unduplicated clients served during the contract unit are documented.

PROJECT SPECIFICS

Location and hours of operation are included. Target population is identified. Eligibility criteria are appropriate. Admission process is articulated clearly. Plan to engage the proposed target population is strong. Agency understands different target populations and what their needs are. Agency effectively addresses cultural capacity/diversity issues with the program. Agency understands barriers and strategies to overcome programming issues.

EVALUATION

Clear project goals and quantifiable measures are included, and a plan to achieve these goals is incorporated. Both process and programmatic goals are articulated. Capacity and commitment to data collection and the system monitoring process are articulated. A data collection plan and method for determining effectiveness are included.

FINANCIAL STABILITY AND STRENGTHS

Accounting practices are described. Financial records are maintained. Strength of other funding is identified.

COST

Cost reflects requirements of the RFP. Personnel, administrative and supply costs are justifiable. Clear fiscal responsibility is demonstrated in budget narrative. Cost per unit is feasible.

PROPOSAL COVER SHEET
MERCER COUNTY DEPARTMENT OF HUMAN SERVICES
OFFICE OF COMMUNITY SERVICES
 2012 Request for Proposals – Child Care Services

Agency name	
Mailing address	
Executive Director/ CEO	
Program name	
Program contact	
Program address	
E-mail address of contact person	
Telephone number of contact person	
For-Profit or Non-Profit	
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 or Board of Chosen Freeholders, its employees and agents from any liability and/or responsibility concerning and submission of materials to the program. I further certify that any funds received from 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
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SCOPE OF SERVICES

The Mercer County Department of Human Services is interested in meeting the recognized needs of the Mercer County community by providing financial assistance for centers already serving children of low-income families. Funding will be available for the following areas:

- Infant/Toddler Days, for ages birth - 2 ½ years. Services must be provided for full days, every day.
- Summer Camp, for ages 5 – 13 years. Camp services must be provided for full days, every day, for 10 weeks.
- Before and/or After School Care, for ages 5 – 13 years
- Preschool Days, for ages 2 ½ - 5 years. Services must be provided for full days, every day.
- Program Enhancements/Support. This includes any service enhancement of services provided to children that support the above identified target areas, such as transportation for students and/or training and education for providers, will be considered. Environmental screenings and testings will not be considered.

Target Population:

The agency must provide services to individuals and/or families who meet the low-income criteria (up to 250% above the Federal Poverty Level) as established by the Federal Poverty Level. See below.

Size of Family Unit	100% Federal Poverty Level	250% Federal Poverty Level
2	\$14,710	\$36,775
3	\$18,530	\$46,325
4	\$22,350	\$55,875
5	\$26,170	\$65,425
6	\$29,990	\$74,975
7	\$33,810	\$84,525
8	\$37,630	\$94,075
For each additional person, add	\$3,820	\$9,550

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 the 10-page maximum requirement), and should be used as the first page of your submission document. Please sequentially number all pages. Please submit one (1) original and six (6) copies for review, with an additional proposal submitted on CD, Diskette or USB Drive.

Please complete the Project/Program Description, Project/Program Administration, Evaluation of Goals and Objectives, and the Fiscal sections (identified by Roman numerals I-IV) by answering each of the questions 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 loss of points.**

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 operation, 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 or health 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 that will service and manage this project. Please provide agency and program brochures.
- **SPECIFIC PROJECT/PROGRAM** – Describe the service component/project that is being purchased with the funding. If requested amount of funding will augment other sources of funding for this specific project/program, clearly indicate in percentage terms the amount supported by requested funding in relation to entire cost of project/program.
- **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.
- **DESCRIBE CULTURAL COMPETENCE CAPABILITY** – Describe how the proposed project meets the ethnic/cultural backgrounds and linguistic needs of clients to be served. Describe how you address cultural capacity/diversity issues within your agency and program.

II. PROJECT/PROGRAM ADMINISTRATION:

- **ORGANIZATIONAL CHART** – Detail the supervision lines of this project/program in relationship to overall agency operation. Include an organizational chart, with lines of supervision within the proposed program and between the program and sponsoring agency.
- **KEY STAFF** – Identify staff and their respective functions in implementing this program. Include brief job descriptions as attachments 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.
- **LOCATION OF SERVICING OFFICE** – The proposal must list the location and address of the present, active office that will serve and manage this project.
- **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.
- **ELIGIBILITY CRITERIA** – List eligibility criteria.
- **RATIONALE** – Describe the rationale for selecting a population(s) to be served.
- **GEOGRAPHIC SERVICE AREA** – Describe geographic service area for this project/program.

ADMISSION CRITERIA

- **REFERRAL/ENROLLMENT PROCESS** – Describe referral/enrollment process. Identify reports/forms/documents needed for referral/admission.
- **WAITING LIST** – Describe maintenance of a waiting list. (This may only apply to some programs.)
- **INTAKE** – Describe the method for prioritization of intake requests. Describe the intake process and the type of evaluation method(s) used.
- **TIME TO ACCEPTANCE/ADMISSION** – What is the length of time from referral to acceptance/admission? (This may only apply to some programs.)

ACCESSIBILITY

- **ACCESSIBILITY ISSUES** – Explain accessibility (both programmatic and physical plant) for the target population. Describe limitations, if any, for people with disabilities.
- **PUBLIC TRANSPORTATION** – Describe availability of public transportation routes. Does agency provide transportation for 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 (i.e., time, face-to-face contact, bed day, etc.)?
- **EXPECTED LOS** – What is the expected level of service (LOS) for each unit? How many units will your agency provide on an annual basis?
- **MINIMUM/MAXIMUM SERVED AT ONE TIME** – What are the minimum and maximum numbers of unduplicated individuals who can be served in a contract period?
- **COST-PER-UNIT BREAKDOWN** – Please provide a cost-per-unit breakdown for all child care service programs based on the maximum proposed award amount.

FEES/CONTRIBUTIONS

- **OTHER SOURCES OF PROGRAMMATIC FINANCIAL SUPPORT** – List fees, contributions, in-kind resources, donation policy (if any) and expected revenues for the program from other sources, and name the specific funding source(s). Also, describe why third-party billing is or is not used and expected revenues.
- **CO-PAYMENT SYSTEMS** – If applicable, describe co-payment systems, and attach the scale used to make these determinations. This is considered an attachment, not part of the narrative document.

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., used as part of your implementation.
- **MEASURABLE OUTCOMES** – Along with the level of service for each program/service category, please list projected measurable outcomes for a one (1) year contract period. Note: Levels of services and attendance rates, for example, will not suffice.
- **DATA COLLECTION** – Describe the method(s) of collecting data to be used for evaluation purposes.
- **DETERMINING PROGRAM EFFECTIVENESS** – Describe the methodology for determining the project/program effectiveness. Include copies of any

questionnaires, diagnostic/other screening tools, surveys, etc., utilized as part of your performance outcome activities.

- **CONTINUED FUNDING REQUESTS** – If this program has been previously funded by the Mercer County Division of Community Services, Office on Childcare and Community Centers, please identify outcomes and program success from the previously funded year.

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 funding expires.
- **AUDIT** – Please include the agency’s most-recent financial audit. For those agencies that need to file an IRS Form 990, please submit a copy of the most up-to-date Form 990.

ATTACHMENT B BUDGET NARRATIVE*

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

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

Please refer to the attached forms for Attachment B Budget Forms.

- Attachment B – Budget Information Summary Expense Form
- Attachment B – Contract Expense Detail Personnel
- Attachment B – Budget Summary/Contract Expense Detail Other than Personnel
- Attachment B – Revenue
- Attachment B – Cost of Equipment
- Attachment B – Related Organizations/Subcontractees

ATTACHMENT B

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

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

Agency Federal I.D. # _____
 Charities Registration # _____
 Non-Profit ___ For-Profit ___ Public
 Budget Period _____ to _____
 Agency Fiscal Year End _____
 Date: _____

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

ATTACHMENT B

RELATED ORGANIZATION / SUBCONTRACTEES
PAGE __ OF __

AGENCY NAME: _____

CONTRACT NUMBER:

Period Covered _____ to _____

NAME OF RELATED ORGANIZATION (S)	TYPES OF SERVICES, FACILITIES AND/OR SUPPLIES FURNISHED BY THE RELATED ORGANIZATIONS	EXPLAIN RELATIONSHIP	COST	NAME OF PROGRAM AND COLUMN CHARGED

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____

NON-COLLUSION AFFIDAVIT

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: _____

**NAMES AND HOME ADDRESSES OF STOCKHOLDERS HOLDING 10 % OR MORE OF
THE ISSUED AND OUTSTANDING STOCK**

Name: _____ Name: _____

Address: _____ Address: _____

Signature _____ Date _____

Printed Name & Title _____

THIS FORM MUST BE SIGNED.

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 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 shown 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 as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative 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: _____

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.

W9 FORM

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

Please provide a contact, addresses for Purchase Orders and Check remittance information, copy of your W9 and forward to the County of Mercer, Department of Human Services Contract Unit, Room 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

**SAMPLE OF THE NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
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. 08644-0252
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT	TRADE NAME: CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#: 970-097-382/500	SEQUENCE NUMBER: 0107330	
ADDRESS: 847 ROEBLING AVE TRENTON NJ 08611	ISSUANCE DATE: 07/14/04	
EFFECTIVE DATE: 01/01/01	<i>John S. Tully</i> Acting Director	
FORM-BRC(08.01)	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 N.J.) or 609-292-8700. An analyst from ELEC’s Special Programs Section will assist you.

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

CONTRACT AWARD

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

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

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

AUTHORIZED SIGNATURE

COUNTY OF MERCER

This contract made on this _____ day _____ of 2012 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 (fill in agency name) _____, having its principal office located at (fill in agency address) _____, hereinafter referred to as the "Contractor."

WHEREAS, the County desires that the Contractor perform services of a nature as 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 not to exceed \$_____ per year, which is subject to inclusion and approval in the 2012 Mercer County budget. Funding for this contract may increase beyond the original contractual amount when additional funding becomes available, i.e., increased allocation for the cost of living adjustment (COLA). Should this occur, the contractor must provide increased levels of service at 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 monthly or a quarterly basis and on receipt of required reports as submitted by the Contractor and approved by the County. This payment made by the County is specifically conditional upon the following conditions and terms:

a. Contractor hereby agrees to perform services attached hereto as ATTACHMENT A as submitted in the attached proposal in the manner and upon the terms therein specified. ATTACHMENT A, Program Specifications, is hereby fully incorporated and made a part of this Contract.

b. The Contractor shall submit to the County a budget showing how all funds will be utilized (personnel, office supplies, etc.) prior to the execution of this Agreement. The budgets shall be incorporated into this Agreement as ATTACHMENT B as submitted in the attached proposal. The County shall supply the Contractor with budget forms.

c. All budget revisions and modifications must be approved, in writing, by the County. The Contractor shall have 100% flexibility between major cost categories, except for personnel, which shall have 10% flexibility. The addition of any new line item requires written approval by the County.

d. The Contractor shall submit to the County a proposed budget showing all anticipated revenues and expenditures for 2012 prior to the execution of this Contract.

e. The Contractor shall maintain adequate staffing to meet the service needs of its clients.

f. The Contractor shall submit quarterly fiscal monitoring reports as prescribed and supplied by the County of utilization of Contractor's services and programs, not later than the 10th day of the month immediately following the end of the month concerned.

g. The Contractor shall submit monthly statistical reports as prescribed and supplied by the County of utilization of the Contractor's services and programs, not later than the 10th day of the month immediately following the end of the month concerned.

h. The Contractor shall maintain written job descriptions of all staff positions.

i. The Contractor shall take a physical inventory of property annually and the result must be reconciled with the property records at that time.

j. The Director of the Contractor shall be the person who bears the overall responsibility for the delivery of contract services and for compliance with the reporting and other requirements of this Agreement. The Contractor shall retain an organizational chart showing clear lines of authority.

k. The Contractor shall develop a documented system for determining client eligibility for its programs. This shall be submitted to the County prior to this Agreement becoming effective.

l. The Contractor shall maintain adequate records of clients who are hired under special programs.

m. The Contractor shall ensure that vehicles are in proper working order before operating. Contractor shall assume the cost of the maintenance, repair, insurance, gas, vehicle registration and license plates.

n. The County shall monitor and evaluate the contract services delivered in connection with this Agreement. Monitoring shall include the following: review program accomplishments and management control systems, provide such technical assistance as may be required, and perform fiscal monitoring responsibilities to ensure that funds are being properly expended and in a timely manner.

o. The Contractor shall constantly monitor the performance under all County-supported activities to assure that time schedules are being met, projected work units by time periods are being accomplished and other performance goals are being achieved as applicable and as defined in ATTACHMENT A of this Agreement.

p. The Contractor shall maintain in accordance with practices acceptable to the County adequate books and uniform records of services described herein and make such records and facilities available to the County and any persons or organizations authorized by the County to perform monitoring or evaluation functions. This shall include provision of financial, statistical and program information relating to contract services for audit and inspection. All audit examinations, inspections and visitations conducted under this agreement shall be in confidentiality. These books and records shall be kept by the Contractor. The audit will commence at the end of the Contractor's fiscal year and shall be submitted to the County within 120 working days.

q. The County retains the right to withhold any payment due under this Agreement if the Contractor is not in compliance or has failed to comply with the provisions of this Agreement, such as failure to submit reports when due or if cases do not meet the accountability criteria as defined in Attachment A., Section II., Part V. The County shall advise the Contractor by notice when it is in default and shall indicate the amount of time in which the non-compliance must be

corrected. If the County determines that the Contractor is unable or unwilling to correct the non-compliance, the County may, upon sixty (60) days notice, terminate this Agreement.

r. The Contractor shall maintain 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 term of this Contract.

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 that in the performance of this Contract, it will obey, abide by and comply with all applicable Federal and State statutes and regulations.

c. The Contractor agrees not to assign this Contract or any monies due hereunder without the prior written approval of the County.

d. 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.

e. 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, during the term of this Contract in order that the said employees may perform any act, services, or work of any nature whatsoever by or on behalf of the Contractor.

f. The Contractor hereby covenants and agrees to render and save harmless the County and the State of New Jersey from any and all claims, causes of action, and lawsuits, 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 employees and that the Contractor will assume the cost, including the payment of legal fees, for any judgment arising or resulting from and for the burden of providing a good and sufficient defense or defenses for any such claim, cause of action or lawsuits, if any.

g. 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.

h. 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.

i. The Contractor 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 origin. The Contractor shall insert a similar provision in all subcontracts for services by this contract.

j. In order to ensure accurate fiscal reporting, agencies receiving in excess of \$25,000 in a 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.

k. 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. 1201 ET SEQ.) which prohibits discrimination on the basis of disability by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. The Contractor further agrees to conduct all activities in compliance with the provisions of Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and the U.S. Department of Labor regulations at 29 CFR, Parts 31, 32, and 34.

l. Contractors shall cooperate with any state or federal reviews aimed at determining compliance with nondiscrimination laws and regulations.

This Contract may be terminated by either party upon sixty (60) day written notice to that effect, forwarded to the other party by the 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 the cancellation of this Contract, the Contractor agrees to furnish to the County such reports as may be requested by it based upon work completed under the provisions of this contract.

ARTICLE III

TERMS OF CONTRACT

It is understood and agreed 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

(Fill in name)
President, Board of Directors

ATTEST:

(Fill in name)
Executive Director

COUNTY OF MERCER

BY:

Brian M. Hughes
County Executive

ATTEST:

BY:

Jerlene H. Worthy
Clerk to the Board of Chosen
Freeholders

PROPOSAL CHECKLIST

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

	Agency initials	MCDHS Contract Unit
One (1) original and six (copies) of complete proposal packet, including Funding Proposal Cover Sheet and Attachments A and B *		
Six (6) signed copies of the contract template *		
CD, diskette or USB drive containing all proposal materials *		
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 FORM IS CAUSE FOR REJECTION		
Non-Collusion Affidavit (completed and notarized) *		
EEO / Affirmative Action Compliance Notice *		
Certificate of Employee Report or recent AA302 *		
Exhibit A: Affirmative Action Mandatory Language *		
Proof of 501(c)(3) status (non-profits only) *		
Certificate of incorporation *		
Most recent audited financial statements (or Form 990 for for-profit businesses) *		
Certificate of liability insurance *		
Certificate of automobile insurance *		
Certificate of workers compensation insurance *		
Agency Brochures and Organization Chart *		
EEOC Sexual Harassment Guidelines *		
ADA of 1990: Individuals with Disability *		
Subcontractors %		
Insurance and Indemnification Requirements *		
Insurance Certificate Changes #		
Contract award signature page *		
Copies of all questionnaires, diagnostic/other screening tools, surveys, etc., used as part of implementation and performance outcome activities %		
W9 Form (for agencies not previously funded by the County) %		

* Required as part of proposal submission

% Submit with proposal packet if applicable

Read, initial above and retain for your records. Do not include with proposal submission.