

**County of Mercer**

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

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REQUEST FOR PROPOSAL  
COUNTY OF MERCER

FOR

THE OFFICE OF HOMELESS SERVICES

2009 – 2010 PAYEE PROGRAM SERVICES [HOMELESS  
PREVENTION AND RAPID RE-HOUSING PROGRAM (HPRP)]

To Be Received by 12 noon on



Friday, September 11, 2009

COMPETITIVE CONTRACT

## REQUEST FOR PROPOSALS

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 Supervising Program Development Specialist, the Office of Homeless Services, County of Mercer, State of New Jersey, on September 11, 2009, at 12 noon prevailing time at 640 South Broad Street, Room 238 at which time and place proposals will be opened and read in public for:

2009-2010 Payee Program Services, Homeless Prevention and Rapid Re-housing Program (HPRP), Stimulus Funds for Mercer County Residents with the primary focus in the City of Trenton

Specifications and other proposal information may be obtained at the Office of Homeless Services during regular business hours (M – F, 8:30 a.m. – 4:30 p.m.) or available for download at <http://nj.gov/counties/mercercer/departments/hs/>

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 the Supervising Program Development Specialist, Beth Risoldi, Office of Homeless Services, 640 South Broad Street, P.O. Box 8068, Trenton, New Jersey 08650-0068 and clearly marked on the outside "2009-2010 RFP-Payee Program Services." This designation must also appear on the outside of Express Envelopes/Packages if sent by express mail. Proposals may be rejected if not submitted within time, date and place designated, and if not accompanied by any of the required documents.

Applicants are required to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 et seq.

County of Mercer, NJ

## **INTRODUCTION**

The Mercer County Department of Human Services and the City of Trenton Department of Health and Human Services are requesting proposals to implement a system of services to end homelessness in Mercer County. The primary focus is the City of Trenton, where the largest concentration of homelessness exists.

As it revises the Mercer County Ten Year Plan to End Homelessness, the Mercer Alliance to End Homelessness has been pursuing a system change planning process. Mercer County Department of Human Services, the City of Trenton Department of Health and Human Services and the Mercer County Board of Social Services (MCBOSS) have been active participants in this process.

The goal of this Ten Year Plan effort is to develop a system that emphasizes prevention and permanent housing. The system will quickly move families and individuals to a home of their own and assist them to acquire housing and provide the support of case management services to achieve long-term housing stability and linkage to mainstream services.

The Obama stimulus funding for homelessness, Homeless Prevention and Rapid Re-housing Program (HPRP), has the same goals to prevent homelessness and shorten homeless stays whenever possible.

### **This RFP focuses on a specific prevention strategy:**

- A Payee Program for individuals and families who are homeless or at imminent risk of homelessness and need assistance in managing their finances

The program will be funded utilizing HPRP Stimulus Funds. The long-term goal would be to identify a permanent funding source for this program, such as Community Development Block Grants (CDBG), Emergency Shelter Grants (ESG) and Social Services to the Homeless (SSH) funds.

HPRP has provided two years of funding for this program, but we are contracting for one complete year and then the program's success will be evaluated.

The goal of the Prevention RFP issued in July 2009 was to create a single system for homeless prevention services with a single point of entry. A companion RFP on Rapid Re-housing was issued in May 2009. Funding was combined in that RFP and the Prevention RFP to achieve this outcome of a single system whose goals are prevention, rapid re-housing and permanent housing for both individuals and families who are homeless or at imminent risk of homelessness.

A Payee Program is an important component of this prevention system and the focus of this RFP. The RFPs for rapid re-housing and prevention are the first step in implementing a new system for individuals and families who have been homeless or at imminent risk of homelessness. It will put into practice the core principles of the Ten Year Planning Process:

**Develop a uniform system response to homelessness.**

- Individuals and families need to be uniformly assessed to assure that services are provided based on need.
- The system needs to have a capacity for immediate response.
- Services following the immediate response need to be based on the needs identified in the uniform assessment.
- The system needs to be sensitive to the different needs of individuals and families.
- The system needs to measure results.

**Prevent Homelessness whenever possible.**

- No one should need to become homeless to receive services.
- Priority should be to support people in safe, affordable housing.

**Rapidly re-house people when homelessness cannot be prevented.**

- When people are stably housed, everything else stabilizes.

**Provide wraparound services for as long as needed to support housing stability and self-sufficiency.**

- Individuals and families may need support to stabilize and maintain their housing.
- Those with the highest needs should receive the most enriched services.

It is the goal of the funders to target all or part of future funding from the following funding sources to create this single system:

City of Trenton

- ESG funds

- CDBG funds
- Continuum of Care funds

#### County of Mercer

- County Mental Health funds
- County Addiction funds
- Community Services Block Grant (CSBG) Stimulus Funds

It is also the goal of the funders to work with other funding sources, such as Federal Emergency Management Assistance (FEMA) Food and Shelter Program, to utilize their prevention funding within a single system. The Payee Program will be an integral component in the new prevention system.

#### **System Monitoring**

As an integral part of this system change, a system monitoring process is being developed by the system partners (City of Trenton, County of Mercer, and MCBOS) and the Mercer Alliance to End Homelessness. It will provide a continuous feedback loop during the implementation of these demonstrations. It will identify issues and make adjustments to the program as needed. The awardees will be partners in this process.

#### **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:

<i>ACTIVITY</i>	<i>DATE</i>
Public notice in The Times of Trenton	August 21, 2009
Proposal specific questions <b>in writing</b> to The Office of Homeless Services to be received by	September 1, 2009
Questions/responses posted to county Web site no later than	September 5, 2009
Proposal due	September 11, 2009
Proposal committee review	Week of September 14, 2009
Notification of award	Week of September 21, 2009
Project to begin	October 1, 2009
Project to End	September 30, 2010

## **PROPOSAL SUBMISSION INFORMATION**

Submission Date and Time: Friday, September 11, 2009 by 12 noon in Room 238 of the County Administration Building, 640 South Broad Street, Trenton, NJ.

Submit one (1) **typed original** and five (5) **copies**. Clearly mark the submittal package with "2009-2010 RFP-Payee Program Services" and the name of the responding agency applicant, addressed to Program Development Specialist, Office of Homeless Services, County of Mercer, 640 South Broad Street, P.O. Box 8068, Trenton, NJ 08650-0068. ***The original proposal shall be marked to distinguish it from the copies.*** This designation must also appear on the outside of Express Envelopes/Packages if sent by express mail. Proposals may be rejected if not submitted within time, date and place designated, and if not accompanied by any of the required documents.

## **LATE SUBMISSIONS WILL NOT BE ACCEPTED.**

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.

## **CONTACT**

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

Beth Risoldi  
Office of Homeless Services  
County of Mercer  
640 South Broad Street  
P.O. Box 8068  
Trenton, NJ 08650-0068  
e-mail address: [brisoldi@mercercounty.org](mailto:brisoldi@mercercounty.org)

The City of Trenton and The County of Mercer have been collaborating on all homeless funding in order to achieve a single system of services.

In this instance the County is doing the RFP but the contract will be done with the City of Trenton.

## **INTERPRETATIONS**

Respondents should examine the RFP and observe all requirements. Recipients of the RFP package will have the option of submitting comments and questions in writing to the individual referenced above. All questions, interpretations and clarifications considered necessary by the County of Mercer in response to such comments and

questions will be placed on the county Web site (<http://nj.gov/counties/mercer/departments/hs/>) at least three (3) days prior to submission due date. Oral interpretations, statements or clarifications are without legal effect.

### **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 give cause for liability for damages.

**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.**

### **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.

This RFP is for a maximum sum of \$80,000.00 subject to this amount being included and approved in the 2009 and 2010 City of Trenton budgets. The dollars are to be allocated by the scope of services as indicated below.

### **OWNERSHIP OF MATERIAL**

The City of Trenton 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 City 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 City 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 City, 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 City of Trenton pursuant to this contract shall belong exclusively to the City of Trenton. 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, as appropriate. 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.

### **SUBCONTRACTORS**

The County of Mercer will consider the primary contractor to be the sole point of contact with regard to contract matters. The primary contractor will be required to assume sole responsibility for delivery of all services. The primary contractor will not be permitted to add to or substitute subcontractors, which are shown on the list submitted with the RFP response, without obtaining prior written approval from the City of Trenton.

### **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, Office of Homeless 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 City of Trenton, at least ten (10) days prior to an employee being permitted access to City property. The City 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 City 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 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 Web site for Instructions for obtaining a criminal history record: ([http://www.state.nj.us/lps/njsp/about/serv\\_chrc.html](http://www.state.nj.us/lps/njsp/about/serv_chrc.html) - instruct).

## **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 nondiscrimination provisions and all other laws and regulations applicable to the performance of services there under. The respondent shall sign and acknowledge such forms as may be required by this section.

### **New Jersey Business Registration Requirements for Non-Construction Contracts (as applicable)**

Note: A not-for-profit agency with appropriate documentation per Internal Revenue Code 501(c) (3) is not required to submit proof of New Jersey Business Registration. In response to a request for bid or a request for proposal, a contractor must include proof of its own business registration and proofs of business registration of those subcontractors required to be listed in the contractor's submission (i.e., "named subcontractors.") **The proof of business registration shall be provided at the time the bid or proposal is officially received and opened by the contracting agency.** The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor. Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

### **Proof of Business Registration**

N.J.S.A. 52:32-44 requires that each contractor submit proof of business registration with the proposal; failure to do so is a fatal defect that cannot be cured. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. A BRC is available on the internet at [www.nj.gov/njbgs](http://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 Affirmation Action requirements of **AFFIRMATIVE ACTION COMPLIANCE NOTICE N.J.S.A. 10:5-31 and N.J.A.C. 17:27** 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 Americans with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The contractor is obligated to comply with the act and hold the owner harmless.

### **Stockholder Disclosure**

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods, unless, with receipt of the proposal of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or greater interest therein. The respondent shall complete and submit the form of statement that is included in the RFP.

### **Non-Collusion Affidavit**

The Non-Collusion Affidavit, which is part of the RFP, shall 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](http://www.elec.state.nj.us).

### **Insurance and Indemnification**

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

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

### **Waiver of Subrogation Clause**

Contractor, as a material part of the consideration to be rendered to the City of Trenton, hereby waives all claims against the City for damages to the goods, wares and merchandise in, upon or about said premises, and contractor will hold the City 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 contractor or from failure of the contractor to keep the premises in good condition and repair as herein provided.

### **Multiple Proposals Not Allowed**

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.

### **Commencement of Work**

The contractor agrees to commence work on the project within thirty (30) calendar days from the date of award by the City of Trenton.

### **Time of Completion**

It is hereby understood and mutually agreed, by and between the respondent and the County, that the date on which the work shall be substantially complete as specified in

the RFP is an ESSENTIAL CONDITION of this contract. It is further mutually understood and agreed that the work 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 work shall be completed regularly, diligently and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the respondent and the City, that the time of completion of the work described herein is a reasonable time for the completion of same.

### **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 County shall thereupon have the right to terminate the contract by giving written notice to the contractor of such termination at least thirty (30) 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 contractor agrees to indemnify and hold the City of Trenton 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 City of Trenton, 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.

### **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 or fail to meet the minimum mandatory requirements will not be reevaluated. 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 and presentations.

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

**Payment**

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

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**

Under administration of the County Administrator, 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 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 successful respondent will be notified of the award of contract upon a favorable decision by the Office of Homeless Services.

### **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 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.

## **SCOPE OF SERVICES**

Funding will be made available in the following program area, up to the indicated amounts:

- Payee Program - \$80,000 – Homeless Prevention and Rapid Rehousing Program (HPRP) Funds (Contracting will be done by The City of Trenton).

### **Program Need**

Funding will be available for a single agency to administer a payee program for individuals and heads of households who are chronically homeless or chronically at-risk of homelessness, to help them maintain stable housing, and to assist them in managing their benefits or other income. A history of repeated non-payment of rent or other demonstrated need for the money-management services of a payee is the key focus of the program.

The goal is to have a payee system that is part of a system response and can be utilized to prevent homelessness, avoid chronic lease violations and eviction proceedings and support a permanent housing solution. To maintain permanent housing for their clients, program staff must be able to quickly interact with attorneys, landlords, social service agencies and other third parties to prevent evictions by facilitating the payment of back rent and setting up payee services.

Without such a program, these individuals would become homeless or be unable to maintain the housing in which they reside. It has long been recognized that a program focused on quickly establishing a payee and administering the funds for individuals and families who qualify is a vital missing component of a homeless prevention system. A working group of the ten-year plan committee has developed the conceptual outline of this program.

### **Populations to be served by the Payee Program**

Enrollment in the program by clients will be voluntary. It will serve both individuals and families, whose heads of household have functional limitations that make it difficult for them to consistently pay bills and cause them to be chronically homeless or at-risk of homelessness. They will have a demonstrated need for assistance with paying for their housing costs in a timely way and with other money management tasks.

Many of the individuals eligible for this program will be on Supplemental Security Income (SSI) or Social Security Disability Insurance (SSDI) disability benefits. Those who are not must exhibit functional limitations that contribute to their chronic homelessness or risk of homelessness. These might include demonstrated problems such as:

- Mental illness, developmental disability or physical disability
- Drug abuse
- Gambling
- Exploitation by others
- Serious deficits in money-management skills

Individuals on General Assistance (GA) who exhibit a need for the payee program and who meet the above functional limitations will be eligible for the payee program.

Heads of households not receiving Temporary Assistance for Needy Families (TANF) assistance who exhibit a need for a payee and who meet the above functional limitations will be eligible for the payee program.

Heads of household who are on TANF are already eligible to receive payee services through MCBOS; therefore they are not eligible for this program. These heads of household will be referred to MCBOS if they are identified as needing a payee.

### **Program Description**

Many of the individuals and families who will be eligible for a payee program will be identified while they are experiencing a housing crisis. They will be identified in this

process as having a functional limitation and needing the services of a payee to manage their finances to achieve long-term housing stability.

Their immediate need for financial assistance for rent, etc., will be paid for by existing emergency assistance funds, but the assistance of a payee has been identified as a much needed service for clients to manage their finances. Setting up a payee can be a lengthy and complicated process and has resulted in the past in homelessness for this target population. Thus, a payee program is being sought.

The payee program must have the capacity to quickly assess the need for a payee, work with the Social Security Administration (SSA), tenant's attorneys and other individuals and agencies to set up a responsible payee and develop a plan to continue financial management and counseling as needed.

Upon awarding of the contract, the payee program must establish a working relationship with the SSA to ensure the payee process is being administered according to all the applicable rules that have been established for this purpose.

The program will be voluntary and offered as a service to the eligible population. Staff of the payee program will work with the identified individual or head of household to help them understand that a payee and a financial management plan are tools to help them maintain their housing and avoid homelessness.

The program will serve two populations:

- The priority population will be those individuals and heads of households on SSI and SSDI with a demonstrated need for such assistance due to chronic homelessness or risk of homelessness. Pursuant to federal regulations, this population requires the appointment of a "representative payee." This requires a finding by the SSA, supported by medical documentation on a form provided by SSA, that the client is in need of assistance to manage his/her benefits. The payee program will provide assistance in the process of establishing a representative payee.
- A secondary population will be those with other sources of income who need a financial agent to manage their finances. This service will be called a "payee." The payee program vendor must develop procedures and manage the process of establishing a payee for this population

Clients who need only services to ensure that their housing costs are paid on a regular, timely basis will be considered "low-service needs" clients. Their primary case management will be the responsibility of another agency. Those who need a greater level of services will be considered "high-service needs" clients. These will be primarily individuals or heads of household who are on SSI or SSDI and need a representative payee and case management/counseling assistance to pay bills and manage their

financial affairs. It is anticipated that over time this population will need less intensive services.

### **Client services**

Services will be individualized to meet the individual's or family's needs for housing security. Clients may need greater or lesser services during their participation in the program, as their needs and circumstances change. The program needs to include, but not be limited to, the following services:

- Establishment of a representative payee or payee, depending on population
- Development of a financial management plan to include:
  - Payee services, including all housing costs
  - Budgeting assistance
  - Debt management, including negotiating repayment plans with creditors
  - Financial counseling
  - Financial literacy education
  - Referrals to other financial resources (such as Homestead Rebate, Low-Income Tax Credits); utility programs (such as Universal Service Fund, Fresh Start, Lifeline, LIHEAP, etc.); and food assistance resources (such as Food Stamps, soup kitchens and food pantries)
  - Referral to legal aid and legal services providers as needed
- Linkages/partnership with other social services agencies and physical and mental health providers

If client has a case manager from another agency, that agency will maintain primary case-management responsibility while the payee program pays bills. Joint financial literacy education is the ideal.

### **Outreach and Education Services**

The payee program must have an outreach and advocacy component. It is important that all community partners understand the value of utilizing a payee program in a timely fashion as a tool to maintain housing.

### **Program Termination**

The program must accept the following or similar termination criteria:

*Voluntary Termination from the Program* - Participation will be strictly voluntary on the part of the individuals or heads of household receiving services from the program. Because the program is voluntary, clients may withdraw from the program at any time; however, it is appropriate for the program counselor to advise the client about the benefits of continuing to participate in the program.

*Involuntary Termination from the Program* - Involuntary client termination should only be used when, in the judgment of the agency, a client's actions or pattern of behavior (such as posing a danger to agency employees, providing false information, declining agency advice, failing to take needed action, etc.) have made it untenable to continue to serve the client.

### **Administrative and Staffing Requirements**

The program must be staffed to provide counseling and bookkeeping/accounting functions. The administering agency must use at least two separate employees to perform these functions to help protect the program from financial impropriety.

The agency administering the payee program must comply with the following requirements:

- Obtain adequate fidelity bonding to ensure against financial impropriety.
- Ensure that neither the payee agency nor its employees or agents shall be a landlord or property owner of the client's housing.
- Ensure that there is no intermingling of organizational funds with client funds. Individual client sub-accounts within the program's fiduciary account is the preferred best practice.
- Utilize program documents, such as a Debt Management Agreement, Trust Agreement, Power of Attorney, or other document enabling the program to counsel the client and/or act as the agent of the client to provide the most limited authority necessary to ensure that the client is able to maintain his/her housing. (The initial drafting of such documents shall be reviewed by an attorney for legal compliance; however, once a document is approved for use, attorney review should not be required for its use with each individual client.)
- Ensure that client funds held by the program are deposited in a State or Federally-chartered bank, savings bank, or savings and loan located in New Jersey and are held in a federally insured, interest-bearing account.
- Ensure that clients shall receive an initial and annual notice of deposit, indicating the bank's location, notice of transfers of the account and interest reimbursement. Clients also shall receive monthly and annual statements of all account and other financial activity on their behalf.

The program must have adequate counseling staff with experience in payee services and financial counseling. At a minimum, the program must serve 30 priority/high service need clients and 20 low-service need clients.

The program must provide data on who is served and any unmet service need in the community.

It is anticipated that many clients will enter the program as “high-service needs” clients and convert to “low-service needs” clients once they are stabilized with payee services, budgeting assistance, financial counseling, etc. Also, clients may transition back to high-service needs occasionally, due to a change in their circumstances. Many low service need clients will be receiving case management from another community agency.

A mix of 80% individuals and 20% families is anticipated, but the actual experience in the first year will be used to determine a future break-down of the anticipated caseload.

**OFFICE OF HOMELESS SERVICES**

**2009 – 2010 HOMELESS PREVENTION AND RAPID RE-HOUSING PROGRAM  
(HPRP)**

**PAYEE PROGRAM  
FUNDING PROPOSAL COVER SHEET**

**AGENCY NAME:**

**MAILING ADDRESS:**

**TELEPHONE:**

**AGENCY CONTACT PERSON:**

**EMAIL OF CONTACT PERSON:**

**PROGRAM NAME:**

**SITE ADDRESS:**

**TELEPHONE:**

**PROGRAM DIRECTOR:**

**REQUESTED AMOUNT:**

**FUNDING CATEGORY:**

## **PROPOSAL REQUIREMENTS**

### **Payee Program**

#### **ATTACHMENT A:**

Proposals should be submitted in the following format with no more than ten (10), single-spaced typed narrative pages using twelve (12) point font, 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 submit one (1) original and five (5) copies for review. Please sequentially number all pages.

Please complete the Project/Program Description, Project/Program Administration, Evaluation of Goals and Objectives, and the Fiscal sections (identified by Roman numerals I-IV) by answering each of the elements identified in the outlined format. You must type the fiscal section.

**Failure to follow the format specified will result in the proposal being deemed noncompliant. Noncompliant proposals will not be reviewed.**

In presenting the required Cover Sheet information, use the attached form. **This form is to be used as your proposal cover sheet, and should be the first page of your proposal.** 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**

- **SPECIFIC PROJECT/PROGRAM** - Identify the service component/program that is the subject of proposal.
- **RATIONALE** - Describe the need for a payee program. Document the need by using demographic data and other local data sources.

#### **Project Description**

##### **A. Agency Capacity to Administer a Payee Program**

- Briefly describe the philosophy/mission of the applicant agency. Include information on the history of delivering services to homeless and in particular payee services.
- Discuss the core principles of the Ten Year Planning Process to End Homelessness and how your agency will adapt these principles to the program(s) you are applying to implement.
- Describe your agency’s experience with providing payee services to homeless or low-income populations.

- Discuss the benefit of a payee program as a homeless prevention strategy.
- How does your agency involve consumers in its program and service development? How would they be involved in this program(s).

## **B. Project Plan**

### **Payee Program**

- Describe your plan for establishing a payee program. What are the goals of the program and how will they be achieved?
- Discuss the needs of the homeless or those at high risk of homelessness who need a representative payee or payee.
- Describe in detail your community outreach plan. Who in the community needs to be aware of the payee program?
- Describe the collaborative process you envision with agencies who administer emergency assistance/prevention funds that will be utilized to pay back rent, utilities, etc.
- Describe the agency's working relationship with other legal service and community agencies that will be needed for a successful payee program. How do you envision working with the court system to avoid eviction?
- Describe how you will engage this service resistant population in this voluntary program. What innovative strategies will be utilized?
- Describe in detail the Mercer County-based service agencies with whom you will be working to provide comprehensive services to individuals and heads of household receiving payee services. How do you envision a working relationship with an agency that retains primary case management responsibility while your agency provides payee services?
- Describe in detail how a payee program will be administered. Include how client funds will be managed, and the administrative safe guards and practices that will be put in place for the payee program.
- Describe how you will establish a working relationship with SSA to ensure a facilitated processing of payee determinations. How will you facilitate timely medical appointments required for determination of need for a representative payee?

- 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.
- Describe your quality improvement plan and process.
- Describe your capacity for providing and tracking data.

## **II. PROJECT/PROGRAM ADMINISTRATION:**

- **ORGANIZATIONAL CHART** - Detail the reporting lines of this project/program in relationship to overall agency operation. (Include an organizational chart with lines of supervision within the proposed program and between the program and sponsoring agency.)
- **KEY STAFF** - Identify staff and their respective functions in implementing this program. Include brief job descriptions for staff paid by the grant.
- **STAFF DEVELOPMENT** - Describe policy for staff growth and development and the organization's plan for ongoing training and professional development of staff who work in the proposed program.
- **LOCATION & HOURS OF OPERATION** - Specify location of program and hours of service provision.
- **PROJECT SPECIFICS** - Include a timeline of implementation, including advertising, hiring, startup, etc.

### **LEVELS OF SERVICE/UNITS:**

- **UNIT OF SERVICE DEFINED** - What is the definition of Unit of Service (e.g., time, face-to-face contact, etc.)?
- **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** – How many clients can be served at one time?

### **OTHER SOURCES OF PROGRAMMATIC FINANCIAL SUPPORT**

- List other funding sources and discuss specific utilization. Funding sources must be included in the budget.

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

- **PROGRAMMATIC GOAL(S)** – Provide a broad statement of what the program is designed to accomplish. (Goals are specified in the RFP.)

- **OBJECTIVES** – Describe in detail the specific, measurable, achievable, time-specific strategies to meet the aforementioned goal(s).
- **IMPLEMENTATION ACTIVITIES** – Specify the action steps that will allow the program to reach its goals/objectives.
- **MEASURABLE OUTCOMES** – Describe the expected measurable impact on the consumer and/or system. The proposed outcomes must be quantifiable and measurable.
- **DATA COLLECTION** – Describe the method(s) of collecting and maintaining data to be used for evaluation purposes.
- **DETERMINING PROGRAM EFFECTIVENESS** - Describe the methodology for determining the project/program effectiveness.

#### **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. (This must be reflected in the budget portion of this proposal).

#### **EVALUATION, REVIEW AND SELECTION PROCESS**

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

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

The written proposals will be evaluated and graded in accordance with the evaluation criteria listed on the sample grading sheet provided below.

## **EVALUATION CRITERIA**

### **Technical Elements**

All necessary documents included as part of proposal package; request for specific information satisfied; within number of pages limit; all attachments completed in their entirety; budget narrative complete.

### **Management**

Organizational chart included; clear lines of authority for project; job descriptions present; staffing levels justified; staff development plan.

### **Assurance of Performance**

Previous experience completing this type of program supported by performance data; track record of completing work.

### **Project Specifics**

Target population identified; proportion of requested funding to overall program/project explained; eligibility, admission and discharge criteria explained; aftercare issues addressed; fee schedule included.

### **Evaluation**

Clear project goals; quantifiable measures included; both process and programmatic goals articulated; data collection plan and method for determining effectiveness included.

### **Financial Stability and Strengths**

Accounting practices described; financial records maintained; strength of other funding identified.

### **Costs**

Budget forms complete; accurate reflection of total costs given multiple sources of funding; justifiable personnel, administrative and supply costs; clear fiscal responsibility demonstrated.

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

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

**AGENCY NAME:** \_\_\_\_\_  
**CONTRACT NUMBER:** \_\_\_\_\_  
**Period Covered** \_\_\_ to \_\_\_\_\_

<b>BUDGET CATEGORY: PERSONNEL POSITION # &amp; TITLE/NAME OF EMPLOYEE</b>	<b>HRS/ WEEK</b>	<b>TOTAL COST</b>	<b>CITY OF TRENTON</b>	<b>COUNTY</b>	<b>OTHER</b>	<b>PRIVATE</b>

**ATTACHMENT B**  
**BUDGET SUMMARY**  
**CONTRACT EXPENSE DETAIL**  
**OTHER THAN PERSONNEL**  
 PAGE    OF     
 (Use Additional Pages As Needed)

AGENCY NAME: \_\_\_\_\_  
 CONTRACT NUMBER: \_\_\_\_\_

Period Covered \_\_\_\_\_ to \_\_\_\_\_

BUDGET CATEGORY/ LINE ITEM	ITEMIZATION OF COST	TOTAL COST	CITY OF TRENTON	COUNTY	OTHER	PRIVATE

**ATTACHMENT B**  
**REVENUE**  
**PAGE \_OF \_**  
**(Use Only If Applicable)**

**AGENCY NAME:**  
**CONTRACT NUMBER:**

**Period Covered \_\_\_\_\_ to \_\_\_\_\_**

DESCRIPTION	TOTAL					

ATTACHMENT B  
COST OF EQUIPMENT  
PAGE \_ OF \_

AGENCY NAME: \_\_\_\_\_  
CONTRACT NUMBER: \_\_\_\_\_

Period Covered \_\_\_\_ to \_\_\_\_\_

TYPE AND DESCRIPTION OF ITEM	ITEMIZATION OF COST	TOTAL COST	COLUMN 1 CITY OF TRENTON	COLUMN 2 COUNTY	COLUMN 3 OTHER	PRIVATE

# 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

## **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 this section is mandatory.

**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**  
**This Statement Shall Be Included with Submission**

**NAME OF BUSINESS** \_\_\_\_\_

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        |  |

**This form shall be completed and signed. Failure to submit the required information is cause for automatic rejection.**

Stockholders:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name & Title \_\_\_\_\_

**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 photo static 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 photo static 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 Web site [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance).

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

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

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

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

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

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

(REVISED 10/08)  
**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, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative

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 afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with **N.J.A.C. 17:27-5.2**, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to **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, labor unions, that it does not discriminate on the basis of age, 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, 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

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.**

**“ADVISORY” FROM THE DIVISION OF CONTRACT COMPLIANCE AND  
EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTING  
FORMERLY REFERRED TO AS “AFFIRMATIVE ACTION”**

**N.J.S.A. 10:5-31 et seq. & N.J.A.C. 17:27 et. seq.**

• Name Change to “Division of Contract Compliance and Equal  
Employment

Opportunity in Public Contracting”

- Further clarify and define standards necessary to implement the law
- Changes that strengthen Department’s enforcement powers
- Shift in focus from Affirmative Action to EEO in public contracting

(requires

insertion of “EEO” whenever “AA” appears in mandated language)  
advertisements, specifications and contracts

- Defines affirmative action good faith steps to ensure EEO, not quotas
- A plan that complies with N.J.A.C. 17:27, affirmative action plan  
Program Monitoring Unit means Construction, Procurement or Public  
Agency units “demolition” included in “construction contract” and  
“construction project”

Both goods & services and public works contract language amended to  
include “gender identity or expression, disability and nationality to  
protected classes “goods & services contractor” deleted (G&S used in  
LPC) “vendor” clarified to include goods & services contractor &  
professional services

- New 17:27-3.2 – sets forth requirements for public agencies to comply,  
cooperate with Division mandatory language, provide vendors and

construction

contractors with copies of law and rules as requested etc.

- Contractors and sub-contractors must provide the Division with evidence

of

good faith efforts on request

- \$150 fee for vendors for initial issuance & renewal of Certificate of  
Employee Information Report to offset Divisions operating Costs; 50+  
workers every three years; less than 50 every seven years 17:27-5.5 –  
Additional criteria for determining good faith efforts

• 7.2 currently reserved – in process of amendment to provide that the  
Division will discuss the construction contractor’s responsibilities, the  
targeted employment goals and good faith criteria at either:

- A preconstruction meeting
- Initial job meeting
- During the first site monitoring visit

• 7.3 new-construction contractor & sub-contractors compliance obligation

• 7.4 financing of minority & women worker outreach & training has been  
repealed

• Public Agency has 30 days from receipt of a letter advisement to correct  
the violation

- Construction contractor, vendor or public agency – fines & penalties up to \$1,000 per day (1<sup>st</sup> -\$250; 2<sup>nd</sup> \$500 and 3<sup>rd</sup> \$1,000) according to size of vendor's/contractor's business or population of the public agency
- Factors in assessing a fine or penalty
- Use of the term “targeted” in conjunction with employment goals

*EXCERPTS FROM THE EEOC 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 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.

{For those wishing the complete context of the 1990 EEOC Guidelines, contact the Mercer County Affirmative Action Office, 640 South Broad Street, Trenton, NJ 08650}

## **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.

*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 and Professional 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, Trenton, NJ 08611". The Certificate shall contain a 30-day notice of cancellation.**

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.

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Dated and Signed

**October 20, 2004**

**Revised Contract Language for BRC Compliance**

*Goods and Services Contracts (including purchase orders)*


*\* Construction Contracts (including public works related purchase orders)*

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:


- 1) the contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- \*2) subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers\* or attest that none was used; and,
- 4) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

**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. 08646-0252
TAXPAYER NAME: <b>TAX REGISTRATION TEST ACCOUNT</b>	TRADE NAME: <b>CLIENT REGISTRATION</b>	 Acting Director
TAXPAYER IDENTIFICATION#: <b>970-097-382/500</b>	SEQUENCE NUMBER: <b>0107330</b>	
ADDRESS: <b>847 ROEBLING AVE TRENTON NJ 08611</b>	ISSUANCE DATE: <b>07/14/04</b>	
EFFECTIVE DATE: <b>01/01/01</b>		
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	
<b>Taxpayer Name:</b>	TAX REG TEST ACCOUNT
<b>Trade Name:</b>	
<b>Address:</b>	847 ROEBLING AVE TRENTON, NJ 08611
<b>Certificate Number:</b>	1093907
<b>Date of Issuance:</b>	October 14, 2004
<b>For Office Use Only:</b>	
	20041014112823533

**Notice of Pending Disclosure Requirement  
"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.**

**The first annual disclosure report will be due in 2007. The report will include certain contributions and contract information for calendar year 2006.**

**At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's Web site at [www.elec.state.nj.us](http://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.**

## 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.

(Typed)

One (1) original and five (5) copies of a complete proposal package\* \_\_\_\_\_

Funding Proposal Cover Sheet \* \_\_\_\_\_

Attachment A (not to exceed 10 pages) \* \_\_\_\_\_

Attachment B \* \_\_\_\_\_

Subcontractor's % \_\_\_\_\_

Notarized Non-Collusion Affidavit \* \_\_\_\_\_

Stockholder Disclosure Certification \*  
**Must be submitted with proposal** \_\_\_\_\_

Affirmative Action Compliance Notice \* \_\_\_\_\_

American with Disabilities Act Language  
\_\_\_\_\_

Exhibit A: Affirmative Action Mandatory Language \* \_\_\_\_\_

EEOC Sexual Harassment Guidelines # \_\_\_\_\_

NJ Business Registration %  
**Must be submitted with proposal** \_\_\_\_\_

Copy of I.R.S. letter indicating 501(c)(3) status % \_\_\_\_\_

Certificate of Incorporation \* \_\_\_\_\_

Most recent audited financial statement \* \_\_\_\_\_

Certificate of Workers Compensation Insurance \*

\_\_\_\_\_

Certificate of Liability Insurance \*

\_\_\_\_\_

Brochures and Organizational Chart \*

\_\_\_\_\_

Copies of all questionnaires, screening tools,  
surveys, etc. utilized as part of performance outcome activities.

\_\_\_\_\_

Proof of coordination (e.g., consortia or affiliation agreements,  
letters of endorsement, etc.) %

\_\_\_\_\_

ADA of 1990: Individuals with Disability #

\_\_\_\_\_

\* 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)



