

County of Mercer

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

REQUEST FOR PROPOSAL

COUNTY OF MERCER

Division of Youth Services

To Be Received On

Monday, October 5, 2009 at 12 noon



COMPETITIVE CONTRACT _____

REQUEST FOR PROPOSALS

NOTICE IS HEREBY GIVEN that sealed proposals will be received by the Division of Youth Services, County of Mercer, State of New Jersey on October 5, 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:

The Mercer County Youth Services Commission (YSC), in conjunction with the Mercer County Department of Human Services, announces the availability of \$400,000.00 in funding under the New Jersey Juvenile Justice Commission's (JJJ) State Community Partnership Grant, and Family Court-Community Based Services, for the 2010 calendar year.

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

Proposals shall be made on the forms provided as part of the request for proposal (RFP) packet and required by the specifications, enclosed in a sealed envelope clearly marked on the outside "RFP-Division of Youth Services" and addressed to:

Robert Taylor
Division of Youth Services Room 238
640 South Broad Street
PO Box 8068
Trenton, New Jersey 08650

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 Youth Services Commission (YSC), in conjunction with the Mercer County Department of Human Services, announces the availability of **\$400,000.00** in calendar year 2010 funding under the New Jersey Juvenile Justice Commission's (JJC) State Community Partnership Grant, and Family Court-Community Based services. This funding shall be available to eligible applicants for the period **January 1, 2010 - December 31, 2010**.

The County is issuing a Request for Proposal (RFP) to provide services targeting the following 4 priority areas identified through the 2009 – 2011 Needs Assessment planning process conducted by the YSC in accordance with guidelines advanced by the New Jersey State Department of Juvenile Justice, they are:

- 1. Delinquency Prevention Programs;**
- 2. Family Court Diversion Programs;**
- 3. Community-Based Disposition Options;**
- and 4. Re-Entry Programs.**

Funding for this contract may increase beyond the original contractual amount when additional non-county funding becomes available (this may also apply to increased allocation for the cost of living adjustment) however, 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.

This funding is contingent upon inclusion in and adoption of the 2010 Mercer County budget, as well as inclusion in and adoption of the FY 2011 State of New Jersey 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:

ACTIVITY

Public notice in The Times of Trenton
Proposal specific questions to Division of Youth Services
Responses to received questions posted to county website
Proposal due
Proposal committee review
Notification of award
Project to begin
Project to end

DATE

September 10, 2009
September 11 – September 18, 2009
no later than September 22, 2009
October 5, 2009
October 7 – October 14, 2009
October 16, 2009
January 1, 2010
December 31, 2010

PROPOSAL SUBMISSION INFORMATION

Submission Date and Time: Monday, October 5, 2009 by 12 noon in Room 238 of the County Administration Building, 640 South Broad Street, Trenton, NJ.

Submit one (1) signed original in **blue ink** and six (6) hard copies of the RFP and all attachment materials along with one additional proposal on a **compact disk (CD)**. In addition, submit six (6) contracts **all** with **original signature in blue ink**. Clearly mark the submittal package with “RFP –Division of Youth Services” and the name of the responding agency applicant, addressed to the Division of Youth Services, Room 238, County of Mercer, 640 South Broad Street, P.O. Box 8068, Trenton, NJ 08650. The original proposal shall be marked to distinguish it from the copies. Please mark the copies as well. This designation must also appear on the outside of Express Envelopes/Packages if sent by express mail. Proposal descriptions should be specific and detailed, **but no longer than ten (10) single spaced typed pages**; not including attachment B (Budget and Budget Narrative).

The Proposal should be stapled or tightly bound. Do not submit proposals in binders, folders, etc. **Proposals may be rejected if:** not submitted within time, date and place designated. *In addition, the respondent’s proposal shall not exceed the county allocation and all proposals must be accompanied by the required contracting documents.*

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:

Robert Taylor
Division of Youth Services
County of Mercer
640 South Broad Street
Trenton, NJ 08650
rtaylor@mercercounty.org

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 website <http://nj.gov/counties/mercercounty/departments/hs/> at least three days prior to submission due date. Oral interpretations, statements or clarifications are without legal effect. All questions must be submitted ten (10) business days prior to opening proposals.

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.

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 non-county funding or Mercer County direct funding becomes available (also applies to increased allocation for cost of living adjustment). 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.

The County also 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.

COST LIABILITY AND ADDITIONAL COSTS

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

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

OWNERSHIP OF MATERIAL

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

Ownership of all data, materials and documentation originated and prepared for the County of Mercer pursuant to this contract shall belong exclusively to the County of Mercer. All data, reports, computerized information; programs and materials related to this project shall be delivered to and become the property of the County of Mercer upon completion of the project, 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 County of Mercer.

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 applicant will provide a photocopy of the Alien Registration Form or I-94 Arrival/Departure Form to the County of Mercer, Division of Youth 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 Youth 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 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.

Please access the following website for Instructions on how to obtain a Criminal History Record: http://www.state.nj.us/lps/njsp/about/serv_chrc.html.

COMMENCEMENT OF SERVICES

The contractor agrees to commence service on the project within thirty (30) calendar days from the first day of the identified contract period.

TIME OF COMPLETION

It is hereby understood and mutually agreed, by and between the Respondent and the County, that the date on which the service 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 County, 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 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.

PAYMENT

Progressive payments may be made upon the submission by the contractor of an invoice on a form acceptable to the County. Invoices shall be submitted on a 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 part of, on account of subsequently discovered evidence of:

- Deliverables not complying with the project specification;
- A reasonable doubt that the Contract can be completed for the remaining contract period.

When the above barriers are moved into compliance, payment shall be made for amounts withheld.

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.

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 evaluated. More than one (1) proposal per funding category from an individual, a firm or partnership, a corporation or an association under the same or different names will not be reviewed.

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 below. The minimum score of 70% is needed to receive funding; however, the County reserves the right to make the final decision. The County also reserves the option of awarding multiple contracts based on the evaluation criteria and such contracts shall be awarded at the unit cost per service reflected in the contractor's proposal.

EVALUATION CRITERIA:

These criteria are not intended to be limiting or all-inclusive, and they may be adapted or supplemented in order to meet a contracting unit's individual needs as competitive contracting may dictate. No criteria shall unfairly or illegally discriminate or exclude otherwise capable vendors.

TECHNICAL CRITERIA

The submitted proposal demonstrates a clear and concise methodology, which emphasizes an understanding of the scope of work and related objectives. The proposal documents the use of innovative technology and techniques, and is responsive overall to the specific RFP requirements.

MANAGEMENT CRITERIA

The submitted proposal conveys a philosophy/mission statement in the agency overview. It also demonstrates a comprehensive description of the admission criteria, enrollment process and the length of time from referral to acceptance. Applicants must clearly define a “unit of service” along with the minimum and maximum number of unduplicated youth. The submitted proposal documents a history of developing an effective plan to meet the needs of the client population from the time of admission to discharge. The applicant must demonstrate measurable and realistic time frames for evaluating the status of the client service plan. In addition, establish criteria for successful completion of or negative discharge from the program. Applicants must demonstrate sound management practices and procedures through their proposals to be considered for funding. Goals, objectives, outcomes, number of clients, and levels of service, for program areas, must be defined and measurable.

COST CRITERIA

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

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 Mercer County Division of Youth 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.

CHALLENGE OF SPECIFICATIONS

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

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 there under. The respondent shall sign and acknowledge such forms as may be required by this section.

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

REQUIRED ATTACHMENTS AND DOCUMENTS

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.

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.

MANDATORY AFFIRMATIVE ACTION COMPLIANCE

No agency may be issued a contract unless it complies with the Affirmation Action requirements of **P.L. 1975, C. 127** as identified in the documents attached hereto. The form shall be properly executed.

INSURANCE AND INDEMNIFICATION

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, 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.

Dated and Signed

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. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730.

AMERICANS WITH DISABILITIES ACT OF 1990

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

CONTRACTUAL PROVISIONS

As per a major change in contracting procedure, Mercer County now requires an applicant to submit **six (6) signed original contracts (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 and on the signature page. The applicant should not enter an amount in the General Conditions of Payment section or any other place in the contract with Mercer County.

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.

MERCER COUNTY DEPARTMENT OF HUMAN SERVICES
Division of Youth Services
 2010 JJC Request for Proposal

PROPOSAL COVER SHEET
(All Fields Must Be Completed)

| | |
|---|--|
| Agency Name | |
| Mailing Address | |
| Executive Director/CEO | |
| Program Name | |
| Program Address | |
| Program Contact | |
| E-Mail Address of Contact Person | |
| Telephone Number of Contact Person | |
| For-Profit or Non-Profit | |
| Funding Category | |
| Funding Priority Area | |
| Amount Requested | |

Authorization

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

I certify that all statements in this application are true to the best of my knowledge and I hereby release the Mercer County Administration and the Board of Chosen Freeholders, its employees and agents from any liability and/or responsibility concerning 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

SCOPE OF SERVICES

BACKGROUND

One of the charges of the Mercer County Division of Youth Services in conjunction with the Mercer County Youth Services Commission is to undertake a Needs Assessment. The purpose is to analyze the data concerning Mercer County youth and to formulate a vision for all youth-related resources (both County and Juvenile Justice Commission [JJC] funded). These resources serve both court and non-court involved youth at every stage of the continuum of care, from prevention through re-entry (aftercare). This assessment serves as the catalyst from which needs are prioritized; the basis for the priorities in this RFP is the Needs Assessment that was conducted in the summer/fall of 2008 as part of the countywide youth services planning process. It also addresses the gaps not covered by programs supported by JJC funding, and the needs of youth that may be at risk, but not necessarily involved in the court system.

The Needs Assessment process began with a discussion concerning funded and non-funded priorities under the 2009-2011 Comprehensive County Plan. To develop a better understanding of the needs of youth in Mercer County, the committee reviewed prior years' data (including statistics) from various fields and agencies of the state and county. Each committee member was asked to prioritize and rank the top needs at each point on the continuum. While this process is required yearly by the JJC, it also examines and incorporates the needs of all youth throughout Mercer County.

The Needs Assessment Committee made recommendations based upon the analysis of data and the incorporation of qualitative reports from the vast experiences of committee members. The data submitted to the committee was reviewed and the list of needs was expanded to incorporate new findings.

GENERAL REQUIRMENTS

Court involved youth or those at risk of court involvement may be referred if deemed appropriate for the services outlined below. These youth will likely have multiple issues and needs, which may include but are not limited to substance abuse, mental illness, juvenile justice involvement, protective service involvement, developmental disabilities, or any combination thereof. **All programs are expected to maintain a "no reject, no eject" policy, meaning that no child referred to the program may be denied services or terminated from the program without the knowledge and consent of Family Court or other referral sources.**

Applicants must possess the expertise to work with youth involved in multiple systems who, beyond involvement in the juvenile justice system, may also be involved in Family Court, Division of Children and Families (DCF), Division of Youth and Family Services (DYFS), Division of Child and Behavioral Health Systems (DCBHS), or the Departments of Probation/Parole. Applicants also must work with the Family Crisis Intervention Unit (FCIU), Mobile Response and Stabilization Service (MRSS) and the Multi-Disciplinary Team (MDT). All selected service vendors will be required to provide ongoing representation to the Family Court Multi-Disciplinary Team (if necessary) and on the Youth Services Commission (YSC). **The successful applicant must submit monthly programmatic reports on-line for review by the county and required by the Juvenile Justice Commission on their Juvenile Automated Management System (JAMS).**

The Mercer County Department of Human Services (MCDHS) supports evidence-based, outcome-driven practices. The use of scientific, research-based curricula or therapeutic methods is a highly valued approach to program design. An example of such programs can be found on the Office of Juvenile Justice and Delinquency Prevention (OJJDP) website and are listed as their "Blueprint Programs." The Department is looking to fund programs that can demonstrate proven approaches. MCDHS will give funded agencies the opportunity to demonstrate that new or existing youth programs are effective in improving outcomes for youth. Agencies are expected to identify clear, achievable performance outcomes in their proposals that include **the sustainability of the 6 month plan** and create internal procedures to track whether goals are being met.

SERVICES

A total of approximately **\$400,000.00** is available for all categories, to cover the **twelve-month period – January 1, 2010 to December 31, 2010**. Although the services to be delivered under each priority area are listed discretely, applicants are encouraged to create comprehensive programs. Interagency collaboration in addressing one or more priority areas is encouraged as well. In the preparation of your budget(s) please note that the county reserves the right to make partial awards under each priority area. If the occasion arises, and there is funding left over in any priority area it will be reallocated at the discretion of the county. We require agencies to identify **all** county funding from any county source to be identified in the budget section of this application.

Substance Abuse Treatment Service funds approximately \$125,000. We seek Intensive Outpatient Program (IOP) as well as aftercare levels of service for Mercer County youth falling in the following categories: Delinquency Prevention; Family Court Diversion; Community Based Disposition (i.e., post-adjudicated youth); and, Re-Entry (aftercare). The successful applicant will ensure that youth from communities across Mercer County have ready access to all program elements and potential barriers, e.g., transportation to treatment, are explicitly addressed in the proposal. It is essential that selected programs provide an IOP level of service and possess aftercare services as youth transition from higher to lower levels of care. Providers must provide evidence of licensure by the New Jersey Division of Addiction Services (NJ DAS) and demonstrate a history of providing above referenced services to the target population.

Emergency Shelter Beds funds approximately \$25,000. We seek service providers capable of meeting the sheltering needs of Family Court Diversion identified youth displaced from their primary residence due to exigent circumstances. The successful applicant will guarantee provision of no less than **175** emergency shelter bed days per contract year for youth identified by the Mercer County Family Crisis Intervention Unit (FCIU) and successfully petitioned through the Family Court for out of home placement. FCIU is a program that leads to a more integrated and effective cross-system service provision for non-adjudicated juveniles and their families who are in crisis; as such, the primary aim is to prevent youth from entering the formal court system. The average length of stay for any child is approximately fifteen (15) days; a child may utilize an emergency shelter bed for a maximum of thirty (30) days. In collaboration with the FCIU, providers will plan for services on a case-by-case basis.

Career and Education Programs/Educational Advocacy funds approximately \$75,000. We seek providers interested in working closely with post-adjudicated youth (Community Based Disposition Options) as well as youth re-entering the community from juvenile placement. Two aims of funding in this category include: 1. providing assessment for educational and vocational needs, targeted planning to meet those needs, vocational training, job coaching, and on the job training, where applicable, and, 2. providing intensive educational advocacy to assist youth and their families in the navigation of the educational system. It is expected that these two options will meet the needs of youth best suited for entry into the workforce (option 1) or will facilitate educational goal attainment for those so inclined (option 2). We recognize that a highly skilled provider could accomplish both aims; however, we welcome proposals that focus on one of the aforementioned options. It is essential that providers articulate how they will insure employment for youth (option 1) and/or how they plan to advocate on behalf of youth with local educational systems.

Violence Prevention Programming of approximately \$175,000. We seek providers skilled at addressing problematic externalizing behaviors of youth, including, but not limited to: anger management; gang involvement; and, sexual acting out. Programming must meet the needs of youth identified in the categories of: Delinquency Prevention and Community Based Disposition (post-adjudicated youth). The intention is to discourage violence with a special focus on anger management capabilities, life skills effective interpersonal communication skills, assertiveness and conflict resolution. The successful applicant will utilize evidenced-based curricula and demonstrate facility measuring performance and reporting outcomes.

PROPOSAL REQUIREMENTS

ATTACHMENT A:

Proposals should be submitted in the following format with no more than ten (10), single-spaced narrative pages answering questions related to how programming will be achieved. The "Funding Proposal Cover Sheet" is attached to this proposal (not part of 10 page maximum requirement), and should be used as the first page of your submission document. Please submit one (1) original and six (6) hard copies of the RFP and all attachment materials along with a **compact disk (CD)**. In addition, submit six (6) contracts all with **original signatures (blue ink)**.

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. 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:

- **AGENCY OVERVIEW** - Briefly describe the philosophy/mission of the applicant agency. Include information on its incorporation date and non-profit/for-profit status and history of delivering human services, especially to youth. Describe how the applicant/organization involves youth in the operations, service planning or self-evaluation.
- **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.
- **GOALS AND OBJECTIVES** - Outline the purpose of the project/program design. Identify:
 - **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.
 - **MEASURABLE OUTCOMES** – Describe the expected measurable impact on the consumer or system served, regarding the specific objectives outlined above. The proposed outcomes must be quantifiable and measurable as to the specific benefits to the consumers served in the program. Note: levels of services and attendance rates, for example, will not suffice.
- **PREVIOUS CONTRACT** – Describe any changes or improvements to your program if there was a previous contract with the County Division of Youth.

II. TARGET POPULATION/ELIGIBILITY:

- **POPULATION** – Describe the population to be served and the rationale for selecting them.
- **SERVICE AREA** – Describe the geographic service area for this project/program.
- **ELIGIBILITY CRITERIA** – List eligibility criteria and note that all vendors will be **expected to uphold a “no reject, no eject” policy.**

III. 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.
- **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 organizations plan for on-going training and professional development of staff that work in the proposed program.
- **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.
- **LOCATION & HOURS OF OPERATION** – Specify location of program and hours of service provision. Be sure to list program service days/holiday schedule.
- **NEW PROJECT SPECIFICS** – If this is a new project include a timeline of implementation, including advertising, hiring, start up and program admissions.
- **INTAKE** - Describe method for prioritization of intake requests. Describe the intake process and the type of evaluation method(s) used.
- **TIME OF ACCEPTANCE/ADMISSION** - Document the length of time from referral to acceptance/admission. Describe maintenance of a waiting list.
- **ACCESSIBILITY ISSUES** - Explain accessibility both programmatic and physical plant, for the target population. Describe any handicapped limitations, if any.
- **TRANSPORTATION** – Please describe the plan for transporting youth. Describe the use and availability of public transportation to program site.

IV. LEVELS OF SERVICE/UNITS: (How you deliver the service)

- **UNIT OF SERVICE DEFINED** – **Clearly** define Unit of Service (e.g., time, face-to-face contact, bed day, etc.).
- **EXPECTED LOS** – Document the expected Level of Service (LOS) for each unit. Document the minimum and maximum number of unduplicated individuals who can be served in a contract period.
 - **DIRECT LOS** – Describe the direct hours of service to the client.
 - **INDIRECT LOS** – Describe the hours of activity for and about the client.
- **UNIT COST** – Identify the unit cost as it relates to amount of funding provided and expected level of service. Please provide a **cost per unit breakdown** for **all** programs and/or services based on **the maximum proposed** award amount.

V. CLIENT SERVICE PLANNING:

- **PLAN DEVELOPMENT** - Describe how a plan will be developed to meet needs of youth from time of admission to discharge. Discuss the youth and family (client) involvement with case planning.
- **TIME FRAMES** – Describe the time frames for evaluating the status of the plan.
- **DISCHARGE PROCEDURE** - Describe the procedure and time period for discharge. Please include plans for family involvement and specify the criteria for positive and negative discharge.
- **RESPONSIBLE STAFF** - Specify staff responsible for client service planning and discharge.
- **AFTERCARE PLANNING** – Describe the project’s role in aftercare planning.
- **TRACKING** - Describe the system for tracking/collection of follow-up data and time frames.
- **SAMPLE FORM** - Attach a sample of the client individual service planning form that will be used.

VI. EVALUATION AND COMPLIANCE:

- **DATA COLLECTION** – Describe client record keeping system. A data collection form along with other forms, are to be completed for each client served as **required by the JJC on their Juvenile Automated System (JAMS)**.
- **DETERMINING PROGRAM EFFECTIVENESS** - Describe the methodology for determining the project/program effectiveness. When using evidenced based programming, how will applicant assure fidelity to the model?
- **EVALUATION OF OUTCOMES** – Explain how the project correlates/evaluates outcomes in relation to goals and objectives.

VII. FISCAL:

- **ACCOUNTING PRACTICES** - Please describe your agency's accounting practices.
- **MAINTAINENCE OF FINANCIAL RECORDS** - Please describe how your agency maintains fiscal records
- **OTHER SOURCES OF PROGRAMMATIC FINANCIAL SUPPORT** - List fees, contributions, donation policy (if any), and expected revenues for the program from other sources. Also, describe why or why not third party billing is used and expected revenues.
- **SUSTAINABILITY** – Please describe your plan for the program sustainability should a decrease in County/State/Federal funding occur.

ATTACHMENT B
BUDGET INFORMATION SUMMARY EXPENSE FORM

PAGE __ OF __

Agency Name: _____

Agency Federal I.D. # _____

Address: _____

Charities Registration # _____

Non-Profit ___ For-Profit ___ Public _____

Phone: _____

Budget Period _____ to _____

Chief Executive Officer: _____

Agency Fiscal Year End _____

Prepared by: _____

Date: _____

| BUDGET CATEGORY | TOTAL | Federal | JJC | County | Public | Private | Other |
|---------------------------------|-------|---------|-----|--------|--------|---------|-------|
| A. PERSONNEL | | | | | | | |
| B. CONSULTANT/PROFESSIONAL FEES | | | | | | | |
| C. Travel & Training | | | | | | | |
| D. Food | | | | | | | |
| E. Building Cost | | | | | | | |
| F. Office & Computer Supplies | | | | | | | |
| G. Other | | | | | | | |
| H. Total Operating Costs | | | | | | | |
| I. Equipment | | | | | | | |
| J. Total Costs | | | | | | | |
| K. Less Revenue | | | | | | | |
| L. 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 |
|----------------------------------|--|----------------------|------|------------------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

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.

REQUIRED ATTACHMENTS

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Submission

NAME OF BUSINESS _____

(Each section must be completed)

- I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

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

Check the box that represents the type of business organization:

- Partnership
- Limited Partnership
- Subchapter S Corporation
- Corporation
- Limited Liability Corporation
- Non-Profit Corporation
- Sole Proprietorship
- Limited Liability Partnership

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 _____

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

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 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 of the contractor's commitments under this act 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 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**.

(REVISED 10/08)
EXHIBIT A (Con't)
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

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.**

**PROCUREMENT/SERVICE CONTRACTS
LANGUAGE "A"
Questionnaire**

In the event that you or your firm is awarded this contract, our office upon award will send the necessary additional forms. These should be submitted within seven (7) working days of notification. *(Bidders are required to comply with the requirement of P.L. 1975, c.127 (N.J.A.C. 17:27))*

1. Does this contract have or have the potential of having a dollar value of \$17,500.00 or better?

YES (If yes, complete #2)

NO (If no, no further documentation is required)

2. Does your company have a Federal Affirmative Action Plan Approval Letter?

YES (If yes, submit a Photostat copy)

NO (If no, complete "A" below)

A. Does your company have a Certificate of Employee Information Report?

YES (If yes, submit a Photostat copy)

NO (If no, complete "A" below)

B. If you do not have either of the above-mentioned documents, an Affirmative Action Employee Information Report Form (AA 203) will be returned to you for your completion.

3. Each Contractor over \$17,500.00 must also contain Language "A".

4. Are you a Minority Owned Business?

YES

No

All successful vendors must submit one of the following forms of evidence:

1. Letter of Federal Approval or 2. Certificate of Employee Information Report.

I certify that the above information is correct to the best of my knowledge.

Name: _____ Title: _____

Signature: _____ Date: _____

Contractor: Please complete and sign this form and return it with your contract of Bid Proposal

.....AN EQUAL OPPORTUNITY EMPLOYER.....

***Special Note: This questionnaire must be completed, signed & returned with your bid.**

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 show that it took immediate and appropriate corrective action.

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

{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.

COUNTY OF MERCER

This Contract made this ____day of _____, 2009 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, hereinafter referred to as the "COUNTY", and **Insert Name of Agency** having its principal office located at:

Insert Address of Agency -

and 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 its agreements hereunder, and in conformity with the administrative procedures set forth herein, the County covenants and agrees to pay to the Contractor during the term of this Contract, a maximum sum of

\$000000.00, subject to this amount being included and approved in the 2010 Mercer County Budget. **Funding for this contract may increase beyond the original contractual amount when additional non-county funding and/or Mercer County Direct funding becomes available (also applies to increased allocation for the cost of living adjustment). However, the contractor must provide increased levels of service at unit cost referenced in the proposal. Should this occur, 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 in pro-rated amounts, on 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 condition and terms:

a. The Contractor hereby agrees to perform services described in the program specifications attached hereto as ATTACHMENT A, in the manner and upon the term therein specified. These program specifications are hereby fully incorporated and made part of this contract. The Line item Budget/Rate schedule must include 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. All budget revisions and modifications must be approved in writing by the County. These program specifications are hereby fully incorporated and made part of this contract.

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

c. Forward quarterly progress/fiscal reports of services rendered from the inception of this Contract. These reports shall be submitted no later than the fifteenth working day of the month immediately following the end of the quarter concerned.

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

e. Submit "Expenditure Report" forms as prescribed and supplied by the County not later than the fifth working day of the month immediately following the end of the quarter concerned.

f. In order to ensure accurate fiscal reporting, agencies receiving in excess of \$25,000.00 in a twelve (12) month period in total County funds shall segregate the program funded by the County by maintaining either a separate function or cost center code in their fund accounting system. All revenue and expenses shown on the budget submission should be charged to this account and quarterly fiscal reports should be based on these figures. Where possible, County funded programs should be shown separately in the agency audit.

g. The Contractor shall maintain in accordance with practices acceptable to the County adequate books and uniform records of services described in ATTACHMENT A 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, all professional licenses as it relates to services described in

ATTACHMENT A 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.

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 and the County of Mercer do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 ET SEQ.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. The contractor further agrees to conduct all activities in compliance with the provisions of Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and the U.S. Department of Labor's regulations at 29 CFR, Parts 31, 32, and 34.
- d. Contractors shall cooperate with any state or federal reviews aimed at determining compliance with nondiscrimination laws and regulations.
- e. The Contractor agrees not to assign this Contract or any monies due hereunder without the prior written approval of the County.

f. 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.

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

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

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

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

k. 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 employment because of race, religion, sex, sexual orientation, color, age, disability or national origin. The Contractor shall insert a similar provision in all subcontracts for service by this 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.

m. Exhibit A, Mandatory Affirmative Action Language is hereby incorporated into the standard language of the contract.

In the event of 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 provision this Contract.

ARTICLE II
TERM OF CONTRACT

It is understood and agreed by and between the parties hereto upon signing that this Contract shall be deemed effective from January 1, 2010 and continuing until December 31, 2010.

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

CONTRACTOR

COUNTY OF MERCER

Agency Representative Sign Here
Type Name Here

BY: _____
Brian M. Hughes
Mercer County Executive

ATTEST:

Agency Witness Sign Here
Type Name Here

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

**Disclosure Requirement for “Pay to Play”
P.L. 2005, Chapter 271, Section 3 Reporting
(N.J.S.A. 19:44A – 20.27)**

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

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

Evaluation Process

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

Evaluation Criteria (may be modified)

The criteria considered in the evaluation of each proposal is as follows. The arrangement of the criteria is not meant to imply order of importance in the selection process. The criteria weighting will be presented at the scheduled opening of proposals. All criteria will be used to select the Successful Respondent.

Understanding of the Requested Work

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

Knowledge and Professional Competence

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

Ability to Complete the Project in a Timely Manner

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

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

Management, Experience and Personnel Qualifications

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

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

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. Please initial on the lines below for each document/section attesting to the fact that you have read and/or included the documents with your RFP.

1. One (1) original in **blue ink** and six (6) copies of proposal packet including the funding proposal cover sheet and attachments A and B.* _____
2. Six (6) signed contracts with the original signature in **blue ink*** _____
3. **CD** containing proposal _____
4. NJ Business Registration *
MUST BE SUBMITTED WITH PROPOSAL _____
5. Stockholder Disclosure Certification (**completed**) *
MUST BE SUBMITTED WITH PROPOSAL _____
6. Non-Collusion Affidavit (**completed and notarized**) * _____
7. Affirmative Action Compliance Notice * _____
8. Exhibit A: Affirmative Action Mandatory Language and Language A Questionnaire * (**Revised 10/08**) _____
9. Proof of 501(c) (3) (**for non-profits only**)* _____
10. Certificate of incorporation* _____
11. Most recent audited financial statement* _____
12. Certificate of liability insurance*
(Please see further instructions; letters i & j under Article II Special conditions) _____
13. Workers compensation certificate* _____
14. Brochures and Organizational Charts* _____
15. Proof of collaboration (eg. Memorandum of Understanding [MOU], subcontract agreement if applicable)* _____
16. EEOC Sexual Harassment Guidelines # _____
17. ADA of 1990: Individuals with Disability # _____

**Required as part of proposal submission*

Read, initial above, and retain for your records (do not include with proposal submission)