



**REQUEST FOR QUALIFICATIONS FOR  
HOUSING RELATED SUPPORT SERVICES**

**Questions are due by May 13, 2022**

**Responses will be accepted on a rolling basis from  
May 5, 2022, through June 22, 2022**

Christine Norbut Beyer, MSW

Commissioner

May 5, 2022

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## **Funding Agency**

State of New Jersey  
Department of Children and Families  
50 East State Street  
Trenton, New Jersey 08625

## **Special Notice**

**Questions** will be accepted in advance by providing them via email to [DCF.ASKRFP@dcf.nj.gov](mailto:DCF.ASKRFP@dcf.nj.gov) until **May 13 by 12PM**. Technical inquiries about forms and other documents may be requested anytime.

## **Section I – General Information**

### **A. Purpose:**

The Department of Children and Families (DCF) is requesting qualifications from eligible vendors for the purchase, delivery, and assembly/set-up of household furnishings, bedding, appliances and related equipment on an as needed basis to maintain children safely in their current living situations or to facilitate reunification of children with their families. Vendors whose proposals are approved will be awarded a DCF contract for services with a contract term date of up to three (3) years. Pricing on items will remain fixed for the duration of the contract. In the event DCF revises its Manual of Requirements for Resource Family Parents and additional items are to be added to the list of approved Priority 1 or Priority 2 items, DCF will send a Request for Quotation to providers awarded a contract via this RFQ to bid on the new approved items. DCF does not anticipate issuing a Request for Quotation more than one (1) time per year during the provider's three (3) year contract term. DCF MAKES NO REPRESENTATION REGARDING THE VOLUME OF ACTIVITY THAT IS TO BE EXPECTED WITH RESPECT TO THIS RFQ OR ANY RESULTING CONTRACT. A FORMAL CONTRACT WILL BE REQUIRED WHICH IS SUBJECT TO NEGOTIATION.

### **B. Background:**

The Department is charged with serving and safeguarding the most vulnerable children and families in the State and our mission is to ensure New Jersey youth and their families are safe, healthy and connected.

DCF's Child Protection and Permanency (CP&P) has 46 offices throughout New Jersey, with at least one in every county. These offices are known as "Local Offices" and house CP&P caseworkers, who work with children and families in their own homes and with children in out of home placements.

### **C. Services to be Funded:**

DCF is seeking to approve vendors to provide household-related items throughout the State of New Jersey whose qualifications conform to this RFQ and are most advantageous to the State, price and other factors considered. All purchases will be authorized and requisitioned through DCF Local Offices on behalf of children and families in need of such emergent support services. DCF's intention is to publish a list of approved suppliers by county.

#### **All vendors must submit a listing for which counties they will provide services (Exhibit A).**

Vendors whose qualifications are approved will be awarded a DCF contract for services with a contract term date of up to three (3) years. Bidders shall provide information that demonstrates their ability to meet the specified requirements listed in this RFQ.

Existing providers with current furniture contracts must respond to this RFQ and be deemed qualified to continue being a furniture vendor for DCF. Local Offices will not be able to continue purchasing services from current vendors unless they successfully complete the RFQ process and are awarded a new contract.

#### Furniture Quality and Conformity:

All items must be new and meet established warranty and safety standards. In particular and where appropriate, all items to be purchased must have a Juvenile Products Manufacturers Association (JPMA) certification seal (<https://www.jpma.org/page/certification>), indicating that they meet American Society for Testing and Materials (ASTM) standards ([https://www.astm.org/Standards/category\\_index.html](https://www.astm.org/Standards/category_index.html)). All appliances should have an Energy Star rating (<https://www.energystar.gov/products>).

All products shall be manufactured and packaged under modern sanitary conditions in accordance with federal and State laws and standard industry practices.

All products must conform in every aspect to the standards and regulations established by Federal and New Jersey State laws.

All vendors must guarantee delivery and assembly/set-up at the delivery site within 24-hours of requisition.

Itemized description of specific items/merchandise to be provided, including price quotes, manufacturer, model, and item number. Please note that DCF is a tax-exempt entity, therefore, price quotations may not include taxes.

**All new vendors must submit one Price Quotes Cover Sheet (Exhibit B) and an individual Price Quote (Exhibit C) in excel format for each item they bid on.**

**All existing DCF contracted furniture providers** who were awarded contracts via the 2019/2020 RFQ must submit quotes for each item they want to be qualified to sell via this RFQ, via the process noted above for “new vendors”. Failure to respond to this RFQ ends their existing contract.

**Submit a Signed Attestation for Furniture Quality and Conformity (Exhibit D).**

For illustrative purposes, photos of items are welcomed. Please attach as part of the appendix.

Vendors may bid on all or any number of items noted below, consistent with the following.

<b>Priority 1 Items – Special Approval Request (SAR)-</b>	
<b>Beds</b>	
Mattress Only	Twin, Full, Queen, Extra Long Twin
Box Spring Only	Twin, Full, Queen, Extra Long Twin
Frame Only (Wood and Metal)	Twin, Full, Queen, Extra Long Twin
Sets (Mattress, Box Spring, Frame in Wood and Metal)	Twin, Full, Queen, Extra Long Twin
Captain’s Bed with Drawers Below	Twin, Full
Captain’s Bed with Trundle Bed	Twin, Full
Foldaway Bed	Twin
Air Mattress	Twin, Full, Queen
<b>Children’s Beds</b>	
Toddler Beds	
Bunk Beds	Twin over Twin, Twin over Full
<b>Cribs</b>	
Crib Set	
Bassinet	
Convertible Crib	
Portable Crib/Pack and Play	

<b>Priority 1 Items Continued</b>	
Bedding	
4-piece Sheet Set with Comforter	Toddler, Twin, Full, Queen, Extra Long Twin
Crib Sheet Sets	
Bed Bug Mattress Cover	Crib/Toddler, Twin, Full, Queen, Extra Long Twin
Waterproof Mattress Cover	Crib/Toddler, Twin, Full, Queen, Extra Long Twin
Car Seats	
Infant Car Seat	
Infant Car Seat Base	
Convertible/Toddler Car Seat	
Child Booster Seat	
Stroller	
Single Stroller	
Double Stroller	
Infant Travel System Stroller	
Child Safety Products	
High Chair	
Safety Gates	
Window Guards	
Radiator Covers	Various Sizes
Baby Monitor	
Video Baby Monitor	
Table Booster Seats	
Bed Safety Guard Rails	
Appliances	
Air Conditioner	Various Sizes
Refrigerator with Freezer and no Ice-Maker	Various Sizes
Microwave	
Lock Boxes	
Gun Safe (locked steel)	
Ammunition Lock Box (separate from gun safe)	
Medication Lock Box	
Miscellaneous	
Lamps (table and floor)	
Humidifier	
Dehumidifier	
First Aid Kit	
Carbon Monoxide Detector	
Smoke Detector	
Fire Extinguisher	
Door Alarm	

<b>Priority 2 Items– Local Office Manager-Approval Items</b>	
Furniture	
Kitchen Sets	Table and 4 or 6 Chairs
Dressers	4, 6, or 8 Drawers
Dresser with Mirror	
Sofa	
3-piece Living Room Set	Sofa, Loveseat, Chair
Sofa Bed	Full, Queen
Child Desk and Chair	
Futon with Frame	Full, Queen
Appliances	
Stove	Gas and Electric
Washer	
Dryer	Gas and Electric
Stackable Washer-Dryer	Gas and Electric
Heater	
Miscellaneous	
Window Screens	Customary Size or Adjustable

Only items listed in this RFQ in the charts above and for which the vendor requested approval for through the RFQ may be sold to CP&P. The vendor may not increase prices during the contract term. Priority 1 Items require a signed Special Approval Request (SAR) signed by a Local Office Casework Supervisor in order to be purchased, while Priority 2 Items require the additional signature of the Local Office Manager on the SAR in order to be purchased.

Note: If the vendor must substitute a brand, the item shall be comparable to the item being substituted in quality and the same price as the original product.

In the event DCF revises its Manual of Requirements for Resource Family Parents and additional items are to be added to the list of approved Priority 1 or Priority 2 items, DCF will send a Request for Quotation to providers awarded a contract via this RFQ to bid on the new approved items. DCF does not anticipate issuing a Request for Quotation more than 1 time per year during the provider’s three-year contract term.

**D. Funding Information:**

Fiscal/Billing requirements:

DCF will contract with approved vendors on a fee for service basis. Local Offices will initiate purchases via the CP&P Special Approval Request (SAR) Form 16-76. Additional Local Office Manager approval will be obtained when purchasing items from Priority 2. Upon completion of the contracted service, the vendor will submit the CP&P Form K-100 Billing Spreadsheet, through a DataMotion SecureContract account. If a

vendor does not already have such an account, instructions will be provided on how to set up an account when the contract is negotiated.

Contract Term:

Selected vendors will be awarded a contract. The contract term shall be up to three (3) years. Contract payments will be based on a supplier invoice submitted against an agreed upon fixed contract unit price (including delivery and set-up).

As part of the contract, selected vendors will be required to maintain a separate account receivable for all invoices processed against the contract.

Selected vendors will be required to comply with the terms and conditions of the Department of Children and Families' contracting rules and regulations as set forth in the Standard Language Document, the Contract Reimbursement Manual and the Contract Policy and Information Manual.

Standard Language Document and the Contract Reimbursement Manual and the Contract Policy and Information Manual may be reviewed via the Internet respectively at: <https://www.nj.gov/dcf/providers/contracting/forms/> and [www.nj.gov/dcf/providers/contracting/manuals](http://www.nj.gov/dcf/providers/contracting/manuals)

All prospective vendors that are new to DCF are strongly encouraged to review these materials prior to submitting their qualifications.

Upon application, the vendor shall be contacted by the contracting group and all contract awards shall be subject to contract negotiation.

**E. History Record Checks:**

In accordance with N.J.A.C. 13:59-1 et seq., selected vendors shall conduct a criminal history background check on all personnel who may be assigned to deliver any merchandise purchased in connection with a contract or agreement resulting from this announcement. The contracted vendor shall review the results of that criminal history background check prior to assigning personnel to deliver such items **(See Exhibit E)**.

Individuals who have been convicted of a crime(s) enumerated in Exhibit E are prohibited from having direct contact with DCF clients, and as such, may not deliver any goods or items associated with this resulting contract. The contracted vendor shall obtain a release of information from all employees subject to this agreement, authorizing the vendor to release all the results of the criminal history background check to DCF.

A signed statement is required from the Executive Director/Community Agency Head certifying that s/he and all employees rendering services will have state and federal background checks with fingerprinting completed now and every two years thereafter.



**This statement is attached to the RFQ as Exhibit F “Community Agency Head Certification” and must be signed and submitted at the time of application.**

In August 2017, existing State law (N.J.S.A. 9:6-8.10f) was changed and expanded the scope of individuals subject to CARI checks. Individuals included on the child abuse registry are prohibited from employment at DCF or in any facility or program that is licensed, contracted, regulated, or funded by DCF. Pursuant to this law, DCF funded vendors shall submit a CARI check form for each of their employees working at a DCF funded, licensed, contracted, or regulated facility to DCF. Those employees found to be substantiated for child abuse/neglect may not be permitted to continue working on the DCF program.

**F. Vendor Eligibility Requirements:**

1. Vendors must be vendors that are duly registered to conduct business within the State of New Jersey.
2. Vendors must be in good standing with all State and Federal agencies with which they have an existing grant or contractual relationship.
3. Vendors shall not be suspended, terminated, or barred for deficiencies in performance of any award, and if applicable, all past issues must be resolved as demonstrated by written documentation.
4. Vendors that are presently under contract with DCF must be in compliance with the terms and conditions of their contract.
5. Where required, all vendors must hold current State licenses.
6. Vendors must have the capability to uphold all administrative and operating standards as outlined in this document.
7. Vendors must have the ability to achieve full-service delivery within 24 hours of awarded contract.
8. Any fiscally viable entity that meets the specifications of this announcement may apply. [NOTE: Only upon request by DCF, and to provide the State with the ability to judge the vendor’s financial capacity and capabilities to undertake and successfully complete the contract, vendors may be requested to submit two years of certified financial statements, including a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent calendar year or the vendor’s most recent fiscal year. If certified financial statements are not available, the vendor may provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the documents fairly present in all material respects, the financial condition, results of operations and cash flows of the vendor as of, and for the time periods, presented in the statements.]
9. All vendors must have a **Unique Entity ID (SAM) Number**.  
Website: <https://sam.gov/content/duns-uei>

10. Any fiscally viable entity that meets the eligibility requirements, terms and conditions of the RFQ, and the contracting rules and regulations set forth in the DCF Contract Policy and Information Manual (N.J.A.C. 10:3) may submit an application.

**G. RFQ Schedule/Online Requirements:**

<b>May 13, 2022, by 12:00PM</b>	<b>Deadline for Email Questions sent to <a href="mailto:DCF.ASKRFP@dcf.nj.gov">DCF.ASKRFP@dcf.nj.gov</a></b> Technical inquiries about forms and other documents may be requested at any time.
<b>June 22, 2022, by 12:00PM</b>	<b>Deadline for Receipt of Proposals by 12:00PM</b>

**All proposals must be delivered ONLINE:**

To submit online, vendor must submit an AOR form. The AOR form must be completed and sent to [DCF.ASKRFP@dcf.nj.gov](mailto:DCF.ASKRFP@dcf.nj.gov)

Authorized Organization Representative (AOR) Form:  
<https://www.nj.gov/dcf/providers/notices/AOR.doc>

Once the AOR is submitted and the vendor is granted permission to proceed, instructions will be provided for submission of the proposal.

Only a registered AOR or the designated alternate is eligible to send in a submission by submitting an AOR form.

We recommend not waiting until the due date to submit your proposal in case there are technical difficulties during your submission. Registered AOR forms may be received 5 business days prior to the date the bid is due.

### **Submission Requirement:**

It is required that you submit your proposal as one PDF document. If the Appendices file is too large, it can be separated into more pdf parts, such as Part 3, Part 4, etc. Please do not upload separate documents.

#### **H. Administration:**

##### **1. Screening for Eligibility, Conformity and Completeness**

DCF will screen applications for eligibility and conformity with the specifications set forth in this RFQ.

The following criteria will be considered, where applicable, as part of the preliminary screening process:

- a. The application was received prior to the stated due date;
- b. The application is signed and authorized by the vendor's Chief Executive Officer or equivalent;
- c. The application is complete in its entirety, including all required attachments and appendices; and
- d. The application conforms to the specifications set forth in the RFQ.

##### **2. Proposal Review Process**

Vendors whose qualifications are approved will be eligible to provide services. Vendors shall provide information that demonstrates their ability to meet the specified requirements detailed in this RFQ.

The Department also reserves the right to reject any and all proposals when circumstances indicate that it is in its best interest to do so. The Department's best interests in this context include but are not limited to: The inability of the vendor to provide adequate services; the vendor's lack of good standing with the Department, and any indication, including solely an indication of misrepresentation of information and/or non-compliance with any State of New Jersey contracts, policies and procedures, or State and/or Federal laws and regulations.

As part of the contract award process, DCF reserves the right to conduct an on-sight review to inspect the subject merchandise and items to be purchased.

All vendors will be notified of the Department's intent to contract with the vendor.

### **3. Special Requirements**

The successful vendor shall maintain all documentation related to proof of services, products, transactions and payments under this contract for a period of three (3) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

The successful vendors must comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27, the State Affirmative Action policy. A copy is attached as **Exhibit G.**

The successful vendors must comply with laws relating to Anti-Discrimination as attached as **Exhibit H.**

All Vendors must submit a signed Notice of Standard Contract Requirements, Processes, and Policies as attached as **Exhibit I.**

All Vendors must submit a signed Attestation-Public Law P.L. 2021, c.1 Attestation Form for Providers with DCF Contracts as attached as **Exhibit J.**

All vendors are advised that any software purchased in connection with the proposed project must receive prior approval by the New Jersey Office of Information Technology.

All vendors also are advised that any data collected or maintained through the implementation of the proposed program shall remain the property of DCF.

Organ and Tissue Donation: As defined in section 2 of P.L. 2012, c. 4 (N.J.S.A.52:32-33), vendors are encouraged to notify their employees, through information and materials or through an organ and tissue awareness program, of organ donation options. The information provided to employees shall be prepared in collaboration with the organ procurement organizations designated pursuant to 42 U.S.C. §1320b-8 to serve in this State.

#### **I. Appeals:**

An appeal of the selection process will be heard only if it is alleged that the Department has violated a statutory or regulatory provision in awarding the grant. An appeal will not be heard based upon a challenge to the evaluation of a proposal. Vendors may appeal by submitting a written request to:

Office of Legal Affairs  
Contract Appeals  
50 East State Street, 4<sup>th</sup> Floor  
Trenton NJ 08625

no later than ten (10) business days following receipt of the notification or by the deadline posted in this announcement.

## J. Post Award Requirements:

Selected vendors will be required to comply with the terms and conditions of the Department of Children and Families' contracting rules and regulations as set forth in the Standard Language Document, the Contract Reimbursement Manual and the Contract Policy and Information Manual. Vendors may review these items via the Internet at [www.nj.gov/dcf/providers/contracting/manuals](http://www.nj.gov/dcf/providers/contracting/manuals).

Selected vendors will also be required to comply with all applicable State and Federal laws and statutes, assurances, certifications and regulations regarding funding.

Upon receipt of the award announcement, and where appropriate, selected vendors will be minimally required to submit one (1) copy of the following documents:

1. A copy of the Acknowledgement of Receipt of the NJ State Policy and Procedures returned to the DCF Office of the EEO/AA
2. Proof of Insurance naming DCF as additionally insured from agencies
3. Bonding Certificate
4. Notification of Licensed Public Accountant (NLPA) with a copy of Accountant's Certification
5. ACH-Credit Authorization for automatic deposit (for new agencies only)

The actual award of funds is contingent upon a successful contract negotiation. If, during the negotiations, it is found that the selected vendor is incapable of providing the services or has misrepresented any material fact or its ability to manage the program, the notice of intent to award may be rescinded.

## Section II – Application Instructions

### A. Proposal Requirements

Vendors must submit a complete proposal signed and dated by the Chief Executive Officer or equivalent and should submit a CD ROM containing all the documents in PDF or Word format.

All supporting documents submitted in response to this RFQ must be organized in the following manner:

<b>Supporting Documents-Proposal Checklist</b>	
1	<input type="checkbox"/> <b>Proposal Cover Sheet</b> – (signed and dated) Website: <a href="https://www.nj.gov/dcf/providers/notices/requests/#2">https://www.nj.gov/dcf/providers/notices/requests/#2</a> Form: <a href="https://www.nj.gov/dcf/providers/notices/Proposal.Cover.Sheet.doc">https://www.nj.gov/dcf/providers/notices/Proposal.Cover.Sheet.doc</a>
2	<input type="checkbox"/> <b>Table of Contents</b> – Please number and label with page numbers if possible in the order as stated in Part I & Part II Appendices.
3	<input type="checkbox"/> <b>Exhibit A</b> -Specification of the county(ies) you can provide the required service.

4	<input type="checkbox"/>	<b>Exhibit B</b> -Price Quotes Cover Sheet
5	<input type="checkbox"/>	<b>Exhibit C</b> -Itemized description of specific items/merchandise to be provided, including price quotes, manufacturer, model, and item number. <b>(Send in excel format)</b> Please note that DCF is a tax-exempt entity; therefore, price quotations may not include taxes.
6	<input type="checkbox"/>	Description of applicable warranty policies for each piece of furniture or equipment included in the vendor's proposed list of items/merchandise to be provided.
7	<input type="checkbox"/>	Description of the vendor's return policy and replacement policy.
8	<input type="checkbox"/>	For illustrative purposes, photos of items are welcomed.
9	<input type="checkbox"/>	<b>Exhibit D</b> -Signed Attestation for Furniture Quality and Conformity
10	<input type="checkbox"/>	<b>Exhibit E</b> -Signed Attestation Background Checks with Fingerprinting
11	<input type="checkbox"/>	<b>Exhibit F</b> -Community Agency Head Certification
12	<input type="checkbox"/>	<b>Exhibit I</b> -All Applicants must submit a signed <b>Notice of Standard Contract Requirements</b> , Processes, and Policies Form: <a href="#">Notice.of.Standard.Contract.Requirements.pdf (nj.gov)</a>
13	<input type="checkbox"/>	<b>Exhibit J</b> -All Applicants must submit a signed <b>Attestation</b> -Public Law P.L. 2021, c.1 Attestation Form for Providers with DCF Contracts. Form: <a href="https://www.nj.gov/dcf/providers/contracting/forms/Attestation.Form.To.Be.Completed.by.Providers.Covered.by.Public.Law.2021c.1.-6.7.21.pdf">https://www.nj.gov/dcf/providers/contracting/forms/Attestation.Form.To.Be.Completed.by.Providers.Covered.by.Public.Law.2021c.1.-6.7.21.pdf</a>
14	<input type="checkbox"/>	Addendum to Individual Provider Contracts (Executive Order 189)*
15	<input type="checkbox"/>	<b>Affirmative Action Certificate --or-- Renewal Application [AA302]</b> sent to Treasury with payment. <u>Note:</u> The AA302 is only applicable to new startup agencies and may only be submitted during Year 1. Agencies previously contracted through DCF are required to submit an Affirmative Action Certificate. Website: <a href="https://www.nj.gov/treasury/purchase/forms.shtml">https://www.nj.gov/treasury/purchase/forms.shtml</a> Form: <a href="https://www.nj.gov/treasury/purchase/forms/AA_%20Supplement.pdf">https://www.nj.gov/treasury/purchase/forms/AA_%20Supplement.pdf</a>
16	<input type="checkbox"/>	<b>Certificate of Incorporation</b> Website: <a href="https://www.nj.gov/treasury/revenue/">https://www.nj.gov/treasury/revenue/</a>
17	<input type="checkbox"/>	<b>For Profit: NJ Business Registration</b> Certificate with the Division of Revenue See instructions for applicability to your organization. If not applicable, include

		a signed/dated note, on agency letterhead, stating a NJ Business Registration is not required and include a brief explanation as to why. Website: <a href="https://www.nj.gov/njbusiness/registration/">https://www.nj.gov/njbusiness/registration/</a>
18	<input type="checkbox"/>	<b>For Profit: Chapter 51/Executive Order 117</b> Vendor Certification and Disclosure of Political Contributions [Rev 4/1/19] See instructions for applicability to your organization. If not applicable, include a signed/dated note, on agency letterhead, stating a Chapter 51 form is not required and include a brief explanation as to why. Website: <a href="https://www.nj.gov/treasury/purchase/forms.shtml">https://www.nj.gov/treasury/purchase/forms.shtml</a> Form: <a href="https://www.nj.gov/treasury/purchase/forms/eo134/Chapter51.pdf">https://www.nj.gov/treasury/purchase/forms/eo134/Chapter51.pdf</a>
19	<input type="checkbox"/>	Certification Regarding <b>Debarment</b> (signed/dated) Website: <a href="https://www.nj.gov/dcf/providers/notices/requests/#2">https://www.nj.gov/dcf/providers/notices/requests/#2</a> Form: <a href="https://www.nj.gov/dcf/documents/contract/forms/Cert.Debarment.pdf">https://www.nj.gov/dcf/documents/contract/forms/Cert.Debarment.pdf</a>
20	<input type="checkbox"/>	<b>Statement of Assurances – (Signed and dated)</b> Website: <a href="https://www.nj.gov/dcf/providers/notices/requests/#2">https://www.nj.gov/dcf/providers/notices/requests/#2</a>  Form: <a href="https://www.nj.gov/dcf/providers/notices/Statement.of.Assurance.doc">https://www.nj.gov/dcf/providers/notices/Statement.of.Assurance.doc</a>
21	<input type="checkbox"/>	<b>Standard Language Document (SLD)</b> (signed/dated) [Rev. 7-2-19] Form: <a href="https://www.nj.gov/dcf/documents/contract/forms/StandardLanguage.doc">https://www.nj.gov/dcf/documents/contract/forms/StandardLanguage.doc</a>
22	<input type="checkbox"/>	<b>Business Associate Agreement/HIPAA</b> (signed/dated under Business Associate) [Rev. 8-2019] Form: <a href="https://www.nj.gov/dcf/providers/contracting/forms/HIPAA.docx">https://www.nj.gov/dcf/providers/contracting/forms/HIPAA.docx</a>
23	<input type="checkbox"/>	<b>Disclosure of Investigations and Other Actions Involving Bidder</b> (signed/dated) [Rev. 3-15-19] Website: <a href="https://www.nj.gov/treasury/purchase/forms.shtml">https://www.nj.gov/treasury/purchase/forms.shtml</a> Form: <a href="https://www.nj.gov/treasury/purchase/forms/DisclosureofInvestigations.pdf">https://www.nj.gov/treasury/purchase/forms/DisclosureofInvestigations.pdf</a>
24	<input type="checkbox"/>	<b>Disclosure of Investment Activities in Iran</b> (signed/dated) [Rev. 2-1-21] Website: <a href="https://www.nj.gov/treasury/purchase/forms.shtml">https://www.nj.gov/treasury/purchase/forms.shtml</a> Form: <a href="https://www.nj.gov/treasury/purchase/forms/DisclosureofInvestmentActivitiesinIran.pdf">https://www.nj.gov/treasury/purchase/forms/DisclosureofInvestmentActivitiesinIran.pdf</a>
25	<input type="checkbox"/>	<b>Attachment 1-Certification of Non-Involvement in Prohibited Activities in Russia or Belarus</b> (signed/dated)

26	<input type="checkbox"/>	<b>For Profit: Ownership Disclosure [Rev. 2-22-21]</b> Website: <a href="https://www.nj.gov/treasury/purchase/forms.shtml">https://www.nj.gov/treasury/purchase/forms.shtml</a> Form: <a href="https://www.nj.gov/treasury/purchase/forms/OwnershipDisclosure.pdf">https://www.nj.gov/treasury/purchase/forms/OwnershipDisclosure.pdf</a>
27	<input type="checkbox"/>	Document showing <b>Unique Entity ID (SAM) Number</b> Website: <a href="https://sam.gov/content/duns-uei">https://sam.gov/content/duns-uei</a>
28	<input type="checkbox"/>	<b>System for Award Management (SAM)</b> printout showing active status and expiration date Note: Should be obtained free of charge Website: Go to SAM by typing <b>www.sam.gov</b> in your Internet browser address bar Helpline: 1-866-606-8220
29	<input type="checkbox"/>	<b>Tax Forms:</b> <u>Non-Profit Form 990</u> Return of Organization Exempt from Income Tax --or-- <u>For-Profit Form 1120</u> US Corporation Income Tax Return or <u>LLC Applicable Tax Form</u> and may delete or redact any SSN or personal information

\* Standard forms for RFP's are available at:  
<http://www.nj.gov/dcf/providers/notices/requests/>

See *Standard Documents for RFPs* for forms.

\*\* Treasury required forms are available on the Department of the Treasury website at: <http://www.state.nj.us/treasury/purchase/forms.shtml>

Click on Vendor Information and then on Forms.  
 Standard Language Document and the Contract Reimbursement Manual and the Contract Policy and Information Manual may be reviewed via the Internet respectively at: <https://www.nj.gov/dcf/providers/contracting/forms/> and [www.nj.gov/dcf/providers/contracting/manuals](http://www.nj.gov/dcf/providers/contracting/manuals)



## **B. Requests for Information and Clarification:**

DCF will provide eligible vendors additional and/or clarifying information about this initiative and application procedures through a time-limited electronic Question and Answer Period. Inquiries will not be accepted after the closing date of the Question and Answer Period.

Questions must be submitted in writing via e-mail to: [DCF.ASKRFP@dcf.nj.gov](mailto:DCF.ASKRFP@dcf.nj.gov).

Written questions must be directly tied to the RFQ. Questions should be asked in consecutive order, from beginning to end, following the organization of the RFQ. All inquiries submitted to [DCF.ASKRFP@dcf.nj.gov](mailto:DCF.ASKRFP@dcf.nj.gov) must identify, in the Subject heading, the specific RFQ for which the question/clarification is being sought. Each question should begin by referencing the RFQ page number and section number to which it relates.

Written inquiries will be answered and posted on the DCF website as a written addendum to the RFQ at:

<http://www.nj.gov/dcf/providers/notices/requests/>

Technical inquiries about forms and other documents may be requested anytime through [DCF.ASKRFP@dcf.nj.gov](mailto:DCF.ASKRFP@dcf.nj.gov).

All other types of inquiries will not be accepted. **Vendors may not contact the Department directly, in person, or by telephone, concerning this RFQ.**

**Exhibit A**  
**County Listing of Service Provision**

Please "X" all that apply	
	Statewide OR
	<b>If not covering the entire state, please specify each county to service below with an "X" in the column to the left:</b>
	Atlantic
	Bergen
	Burlington
	Camden
	Cape May
	Cumberland
	Essex
	Gloucester
	Hudson
	Hunterdon
	Mercer
	Middlesex
	Monmouth
	Morris
	Ocean
	Passaic
	Salem
	Somerset
	Sussex
	Union
	Warren

**Exhibit B**  
**Price Quotes Cover Sheet**

	Priority 1 Items – Special Approval Request (SAR)-Level Items	
Please “X” all that apply		
	Beds	
	Mattress Only	Twin
	Mattress Only	Full
	Mattress Only	Queen
	Mattress Only	Extra Long Twin
	Box Spring Only	Twin
	Box Spring Only	Full
	Box Spring Only	Queen
	Box Spring Only	Extra Long Twin
	Frame Only - Wood	Twin
	Frame Only - Wood	Full
	Frame Only - Wood	Queen
	Frame Only - Wood	Extra Long Twin
	Frame Only - Metal	Twin
	Frame Only - Metal	Full
	Frame Only - Metal	Queen
	Frame Only - Metal	Extra Long Twin
	Sets (Mattress, Box Spring, Frame in Wood)	Twin
	Sets (Mattress, Box Spring, Frame in Wood)	Full
	Sets (Mattress, Box Spring, Frame in Wood)	Queen
	Sets (Mattress, Box Spring, Frame in Wood)	Extra Long Twin
	Sets (Mattress, Box Spring, Frame in Metal)	Twin
	Sets (Mattress, Box Spring, Frame in Metal)	Full
	Sets (Mattress, Box Spring, Frame in Metal)	Queen
	Sets (Mattress, Box Spring, Frame in Metal)	Extra Long Twin
	Captain’s Bed with Drawers Below	Twin
	Captain’s Bed with Drawers Below	Full
	Captain’s Bed with Trundle Bed	Twin
	Captain’s Bed with Trundle Bed	Full
	Foldaway Bed	Twin
	Air Mattress	Twin
	Air Mattress	Full
	Air Mattress	Queen
	Children’s Beds	
	Toddler Bed	

	Bunk Bed	Twin over Twin
	Bunk Bed	Twin over Full
	Cribs	
	Crib Set	
	Bassinet	
	Convertible Crib	
	Portable Crib/Pack and Play	
	Bedding	
	4-piece Twin Sheet Set with Comforter	Twin
	4-piece Toddler Sheet Set with Comforter	Crib/Toddler
	4-piece Full Sheet Set with Comforter	Full
	4-piece Queen Sheet Set with Comforter	Queen
	4-piece Extra Long Twin Set with Comforter	Extra Long Twin
	Crib Sheet Sets	
	Bed Bug Mattress Cover - Twin	Twin
	Bed Bug Mattress Cover- Crib/Toddler	Crib/Toddler
	Bed Bug Mattress Cover – Full	Full
	Bed Bug Mattress Cover – Queen	Queen
	Bed Bug Mattress Cover- Extra Long Twin	Extra Long Twin
	Waterproof Mattress Cover- Twin	Twin
	Waterproof Mattress Cover- Crib/Toddler	Crib/Toddler
	Waterproof Mattress Cover- Full	Full
	Waterproof Mattress Cover- Queen	Queen
	Waterproof Mattress Cover- Extra Long Twin	Extra Long Twin
	Car Seats	
	Infant Car Seat	
	Infant Car Seat Base	
	Convertible/Toddler Car Seat	
	Child Booster Seat	
	Stroller	
	Single Stroller	
	Double Stroller	
	Infant Travel System Stroller	
	Child Safety Products	
	High Chair	
	Table Booster Seat	
	Safety Gates	
	Window Guards	
	Radiator Covers	Up to 18 inches
	Radiator Covers	19-24 inches
	Radiator Covers	25-30 inches
	Radiator Covers	31-36 inches
	Radiator Covers	37-42 inches
	Radiator Covers	43-48 inches
	Radiator Covers	49-54 inches

	Radiator Covers	55-60 inches
	Radiator Covers	61-65 inches
	Baby Monitor	
	Video Baby Monitor	
	Bed Safety Guard Rails	
	Appliances	
	Air Conditioner	5,000 BTUs
	Air Conditioner	6,000 BTUs
	Air Conditioner	8,000 BTUs
	Air Conditioner	10,000 BTUs
	Refrigerator with Freezer and no Ice-Maker	3.5 Cubic Feet
	Refrigerator with Freezer and no Ice-Maker	10 Cubic Feet
	Refrigerator with Freezer and no Ice-Maker	12 Cubic Feet
	Refrigerator with Freezer and no Ice-Maker	15 Cubic Feet
	Refrigerator with Freezer and no Ice-Maker	18 Cubic Feet
	Microwave	
	Lock Boxes	
	Gun Safe (locked steel)	
	Ammunition Lock Box (separate from gun safe)	
	Medication Lock Box	
	Miscellaneous	
	Lamp – Table	
	Lamp - Floor	
	Humidifier	
	Dehumidifier	
	First Aid Kit	
	Carbon Monoxide Detector	
	Smoke Detector	
	Fire Extinguisher	
	Door Alarms	

Priority 2 Items – Local Office Manager-Level Approval	
Furniture	
Kitchen Sets with 4 Chairs	
Kitchen Sets with 6 Chairs	
Dresser with 4 Drawers	
Dresser with 6 Drawers	
Dresser with 8 Drawers	
Dresser with 4 Drawers and Mirror	
Dresser with 6 Drawers and Mirror	
Sofa	
3-piece Living Room Set	Sofa, Loveseat, Chair
Sofa Bed	Full, Queen
Child Desk and Chair	

Futon with Frame	Full, Queen
Appliances	
Stove - Electric	
Stove - Gas	
Washer	
Dryer – Electric	
Dryer - Gas	
Stackable Washer-Dryer - Gas	
Stackable Washer-Dryer - Electric	
Heater - Electric	
Miscellaneous	
Window Screens	Customary Window Size
Window Screens	Adjustable

## **Exhibit C**

### **Price Quotes**

All vendors must submit price quotes for each item to be provided. Proposal price sheets are to be presented in **excel format**:

**MANUFACTURER: BRAND NAME, MODEL, ITEM #**

**PRICE LIST NAME/NUMBER/DATE:**

1. FIXED DISCOUNT FROM PRICE LIST:

**WARRANTY PERIOD:**

## **Exhibit D**

### **Attestation Regarding Furniture Quality and Conformity**

#### **ATTESTATION**

All items delivered under the contract with State of New Jersey Department of Children and Families shall be new and meet established warranty and safety standards. In particular, and where appropriate, all items to be purchased must have a Juvenile Products Manufacturers Association (JPMA) certification seal, indicating that they meet American Society for Testing and Materials (ASTM) standards. All appliances shall have an Energy Star rating.

All products shall be manufactured and packaged under modern sanitary conditions in accordance with federal and State law and standard industry practice.

All products shall conform in every aspect to the standards and regulations established by Federal and New Jersey State laws.

All items must be delivered, assembled/set-up at the delivery site within 24-hours of requisition.

If an item on the price list must be substituted, the item shall be comparable to the item being substituted in quality and the same price as the original product.

Only items listed in the RFQ and agreed to by CP&P may be sold to CP&P.

Items can only be sold to counties that were bid for.

Prices may not be increased during the contract term.

New items cannot be added to the price list during the contract term, except in response to DCF's Request for Quotation in the event DCF revises its Manual of Requirements for Resource Family Parents and additional items are to be added to the list of approved Priority 1 or Priority 2 items.

I shall comply with required background checks and release of information regarding my employees.

I shall submit a CARI check form for each of my employees working at a DCF funded, licensed, contracted, or regulated facility to DCF if granted a contract. I understand that those employees found to be substantiated for child abuse/neglect may not be permitted to continue working on the DCF program.

---

Signed by CEO or President of Bidder





## **Exhibit E**

### **BACKGROUND CHECK AND RELEASE OF INFORMATION HOUSING RELATED SUPPORT SERVICES**

An Agency/vendor shall ensure that any person who has been convicted of one or more of the crimes enumerated below will not be permitted to deliver merchandise or furniture purchased as part of this contract/agreement.

- A crime against a child, including endangering the welfare of a child and child pornography pursuant to N.J.S.A. 2C:24-4; or child abuse, neglect, or abandonment pursuant to N.J.S.A. 9:6-3
- Murder pursuant to N.J.S.A. 2C:11-3 or manslaughter pursuant to N.J.S.A. 2C:11-4;
- Aggravated assault which would constitute a crime of the second or third degree pursuant to subsection b. of N.J.S.A. 2C:12-1;
- Kidnapping and related offenses including criminal restraint; false imprisonment; interference with custody; criminal coercion; or enticing a child into a motor vehicle, structure, or isolated area pursuant to N.J.S.A. 2C:13-1 through 6;
- Sexual assault, criminal sexual contact or lewdness pursuant to N.J.S.A. 2C:14-2 through 4;
- An attempt or conspiracy to commit an offense listed above.

A conviction for one of the offenses enumerated above shall be determined to have occurred if the person has been convicted under the laws of this State or any other state or jurisdiction for an offense that is substantially equivalent to the offenses enumerated in this subsection.

The Agency/vendor shall submit to the New Jersey State Police Bureau of Information (SBI) an "application fingerprint card, a request for criminal history record information form (SBI-212B), and the appropriate fee for all personnel it may assign to work delivering furniture or merchandise on behalf of the Agency/vendor pursuant to this Agreement. The Agency/vendor shall submit Department-specified release of information forms for a local criminal history check for such an individual when requested by the Department. In the event that the individual appeals the determination that he/she cannot deliver furniture, the Agency/vendor shall reasonably consider the circumstances and provide a written determination to the individual of the reason for a waiver of this condition or the reasons for declining the individual's ability to deliver home furnishings under this contract. All documentation shall be available to the Department upon request. The contractor shall not permit any newly hired, re-hired or transferred personnel to work pursuant to this Agreement until the SBI has furnished the results of the criminal history background check to the Agency/vendor. The Agency/vendor shall review the results of the criminal history record background check prior to assigning personnel.

**Exhibit F**

**COMMUNITY AGENCY HEAD AND WORKER CERTIFICATION  
PERMISSION FOR BACKGROUND CHECK AND RELEASE OF INFORMATION**

I hereby agree to undergo a criminal history background check and I agree to be fingerprinted in order to complete the State and Federal background check process. I further authorize the release of all information regarding the results of my background check to the Department of Children and Families. Check one of the options listed below. If Option 2 is checked or the criminal background check reveals any conviction(s) for the offenses listed below, I understand that I may be subject to termination from employment.

**Option 1** – I hereby certify under penalties of perjury, that I have not been convicted of any of the offenses listed below and no such record exists in the State Bureau of Identification in the Division of State Police or in the Federal Bureau of Investigation, Identification Division.

**Option 2** – I hereby affirm that I have been convicted of the following offense listed below:

\_\_\_\_\_ on \_\_\_\_\_  
*Offense* *Date*

**FOR PROVISIONAL WORKER ONLY**

As a provisional worker, I further understand that I may be engaged by the agency for a period not to exceed six (6) months during which time a background check will be completed. I understand that I will work under the supervision of a superior where possible.

Offenses covered under P.L. 1999, c.358

In New Jersey, any crime or disorderly person offense:

--involving danger to the person as set forth in N.J.S.A. 2C:11-1 et seq. through 2C:15-1 et seq. including the following:

- |   |   |
|---|---|
| i. Murder                                 | viii. Kidnapping                          |
| ii. Manslaughter                          | ix. Interference with custody of children |
| iii. Death by auto                        | x. Sexual assault                         |
| iv. Simple assault                        | xi. Criminal sexual contact               |
| v. Aggravated assault                     | xii. Lewdness                             |
| vi. Recklessly endangering another person | xiii. Robbery                             |
| vii. Terroristic threats                  |   |

-- against the children or incompetents as set forth in N.J.S.A. 2C:24-1 et seq. including the following:

- |                                       |  |
|---------------------------------------|--|
| i. Endangering the welfare of a child | ii. Endangering the welfare of an incompetent person |
|---------------------------------------|--|

--a crime or offense involving the manufacture, transportation, sale, possession or habitual use of a controlled dangerous substance as defined in N.J.S.A. 2C:24-1 et seq.

--in any other state or jurisdiction, conduct which, if committed in New Jersey, would constitute any of the crimes or disorderly persons offenses described above.

**FOR COMMUNITY AGENCY HEAD ONLY:**

I understand the results of this background check will be reported to the President of the Board of my agency.

\_\_\_\_\_  
*Name of Board President*

\_\_\_\_\_  
*Address of Board President (Home or Business)*

**COMMUNITY AGENCY HEAD OR WORKER:**

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**WITNESS:**

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT G**

### **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 vendor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and vendors for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus,

colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

Letter of Federal Affirmative Action Plan Approval  
Certificate of Employee Information Report  
Employee Information Report Form AA302 (electronically available at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance)).

The contractor and its subcontractors shall furnish such reports or other documents to the Department of Children and Families, the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Department of Children and Families, the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

## EXHIBIT H

### TITLE 10. CIVIL RIGHTS CHAPTER 2. DISCRIMINATION IN EMPLOYMENT ON PUBLIC WORKS *N.J. Stat. § 10:2-1 (2012)*

#### § 10:2-1. Antidiscrimination provisions

Antidiscrimination provisions. Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$ 50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (*C.18A:18A-51 et seq.*).

**EXHIBIT I**

**Notice of Standard Contract Requirements, Processes, and Policies**

**I. Instructions:**

Please carefully read all the information on these page(s) and then sign, scan, and email this executed document to: [OfficeOf.ContractAdministration@DCF.NJ.Gov](mailto:OfficeOf.ContractAdministration@DCF.NJ.Gov)

**II. Organizations awarded contracts are required to comply with:**

- A. the terms and conditions of the Department of Children and Families' (DCF) contracting rules and regulations as set forth in the Standard Language Document (SLD), or the Individual Provider Agreement (IPA), or Department Agreement with a State Entity. Contractors may view these items on the internet at: <https://www.nj.gov/dcf/documents/contract/forms/StandardLanguage.doc>
- B. the terms and conditions of the policies of the Contract Reimbursement Manual and the Contract Policy and Information Manual. Contractors may review these items on the internet at: <https://www.nj.gov/dcf/providers/contracting/manuals>
- C. all applicable State and Federal laws and statues, assurances, certifications, and regulations.
- D. the Equal Employment Opportunity (EEO) requirements of the State Affirmative Action Policy, N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.
- E. the laws relating to Anti-Discrimination, including N.J.S.A 10:2-1, Discrimination in Employment on Public Works.
- F. the Diane B. Allen Equal Pay Act, N.J.S.A. 34:11-56.14 and N.J.A.C. 12:10-1.1 et seq., mandate to provide the Commissioner of Labor and Workforce Development a report regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category using the report templates found at <https://nj.gov/labor/equalpay/equalpay.html>.
- G. the confidentiality rules and regulations related to the recipients of contracted services including, but not limited to:

1. Compliance with 42 CFR Part 2 Confidentiality of Substance Use Disorder Patient Records.
  2. Maintenance of client specific and patient personal health information (PHI) and other sensitive and confidential information in accordance with all applicable New Jersey and Federal laws and regulations including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
  3. Safeguarding of the confidentiality of case information as mandated by N.J.S.A 9:68.10a with the understanding that the release of any information may be in violation of State law and may result in the conviction of individuals for a disorderly person's level offense as well as possibly other disciplinary, civil, or criminal actions pursuant to N.J.S.A. 9:6-8.10b.
  4. Ensuring the content of every contractor's web site protects the confidentiality of and avoids misinformation about the youth served and provides visitors with a mechanism for contacting upper administrative staff quickly and seamlessly.
- H. the terms of Executive Order No. 291 (EO 291) issued March 7, 2022; and DCF Administrative Order 14 titled Limitations on Activity Involving Russia, Belarus, and Ukraine; prohibiting the use of DCF funds to knowingly procure goods or services from any entity owned by or closely tied to the governments of Russia or Belarus, their instrumentalities, or companies investing directly in the same. In addition, every entity contracting with the State must submit to DCF a copy of a signed certification that it is not engaged in prohibited activities in Russia or Belarus, as defined in L.2022, c.3 (S1889). The certification is available at: <https://www.nj.gov/dcf/providers/contracting/forms/>
- I. the requirement of N.J.S.A. 52:34-15 to warrant, by signing this document, that no person or selling agency has been employed or retained to solicit or secure the 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 the contractor for the purpose of securing business. If a breach or violation of this section occurs, the State shall have the right to terminate the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.



### III. Organizations awarded contracts are advised:

- A. As noted in Section 5.12 of the SLD, or in Section 5.03 of the IPA, the initial provision of funding and the continuation of such funding under this contract is expressly dependent upon the availability to DCF of funds appropriated by the State Legislature and the availability of resources. Funds awarded under this contract program may not be used to supplant or duplicate existing funding. If any scheduled payments are authorized under this contract, they will be subject to revision based on any audit or audits required by Section 3.13 Audit of the Standard Language Document (SLD) and the contract close-out described in: [Contract Closeout - CON-I-A-7-7.01.2007 \(nj.gov\)](#)
- B. All documentation related to products, transactions, proof of services and payments under this contract must be maintained for a period of five years from the date of final payment and shall be made available to the New Jersey Office of the State Comptroller upon request.
- C. Any software purchased in connection with the proposed project must receive prior approval from the New Jersey Office of Information Technology, and any data collected or maintained through the implementation of the proposed program shall remain the property of DCF.
- D. Any data collected or maintained through the implementation of the proposed program shall remain the property of DCF.
- E. Contractors shall maintain a financial management system consistent with all the requirements of Section 3.12 of the SLD or the IPA.
- F. As defined in N.J.S.A. 52:32-33, contractors are encouraged to notify their employees, through information and materials or through an organ and tissue awareness program, of organ donation options. The information provided to employees shall be prepared in collaboration with the organ procurement organizations designated pursuant to 42 U.S.C. §1320 b-8 to serve in this State.
- G. DCF endorsed the Prevent Child Abuse of New Jersey's (PCANJ) Sexual Abuse Safe-Child Standards (Standards) as a preventative tool for contractors working with youth and children to reference when implementing policies and procedures to minimize the risks of the occurrence of child sexual abuse. The Standards are available on the internet at: <https://www.nj.gov/dcf/SafeChildStandards.pdf>

- H. NJ Rev Stat § 9.6-8.10f (2017) requires the Department of Children and Families (DCF) to conduct a check of its child abuse registry for each person who is seeking employment in any facility or program that is licensed, contracted, regulated, or funded by DCF to determine if the person is included on the child abuse registry as a substantiated perpetrator of child abuse or neglect. Contractors are to utilize the Child Abuse Record Information (CARI) Online Application to set-up a facility account by visiting: <https://www.njportal.com/dcf/cari>
- I. DCF staff may conduct site visits to monitor the progress and problems of its contractors in conforming to all contract requirements and in accomplishing its responsibilities. The contractor may receive a written report of the site visit findings and may be expected to submit a plan of correction, if necessary, for overcoming any problems found. Corrective Action Plan (CAP) requirements, timeframes and consequences are explained on the internet at: [https://www.nj.gov/dcf/policy\\_manuals/CON-I-A-8-8.03\\_issuance.shtml](https://www.nj.gov/dcf/policy_manuals/CON-I-A-8-8.03_issuance.shtml)
- J. Contractors must have the ability to maintain the full operations census specified in the contract, and to submit timely service reports for Contracted Level of Service (CLOS) utilization in the format and at the time DCF requests.
- K. Contractors awarded contracts must have the ability to achieve full operational census within the time DCF specifies. Extensions may be available by way of a written request to the Contract Administrator, copied to the DCF Director managing the contracted services.
- L. As noted in Section 4.01 of the SLD or the IPA, DCF or the contractor may terminate this contract upon 60 days written advance notice to the other party for any reason whatsoever.
- M. DCF will advise contractors of the documents and reports in support of this contract that they must either timely submit or retain on-site as readily available upon request. The contractor also shall submit all required programmatic and financial reports in the format and within the timeframes that DCF specifies as required by Section 3.02 of the SLD or IPA. Changes to the information in these documents and reports must be reported to DCF. Contractors are under a continuing obligation, through the completion of any contract with the State of NJ, to renew expired forms filed the NJ Department of Treasury and to notify Treasury in writing of any changes to the information initially entered on these forms. Failure to timely submit updated documentation and required reports may result in the suspension of payments and other remedies including termination.

**IV. Organizations awarded contracts for the provision of certain types of services additionally shall be aware of the following:**

- A. If services are provided at licensed sites, contractors must meet all NJ Department of Children and Families and other applicable Federal Licensure Standards.
- B. If services are paid with Medicaid funds, contractors must have the demonstrated ability, experience, and commitment to enroll in NJ Medicaid, and subsequently submit claims for reimbursement through NJ Medicaid and its established fiscal agent, within prescribed times.
- C. If services are paid with federal funds (including Medicaid funds), contractors must adhere to the provisions set forth in the Rider for Purchases funded in whole or in part, by federal funds. <https://www.nj.gov/dcf/providers/contracting/forms/RIDER-For-Purchases-Funded-by-Federal-Funds-7.31.2020.pdf>
- D. If services are provided by programs licensed, contracted, or regulated by DCF and provide services to individuals with developmental disabilities, contractors must comply with:
  - 1. the Central Registry of Offenders against individuals with Developmental Disabilities law, N.J.S.A 30:6D-73 et seq. (Individuals on the Central Registry are barred from working in DCF-funded programs for persons with developmental disabilities. If you are not registered to access the Central Registry, DCF will facilitate the qualified applicant’s registration into this system after the award of a contract.); and
  - 2. Danielle’s Law:  
<https://www.state.nj.us/humanservices/dds/documents/fireprocurement/dd/Danielle%27s%20Law.pdf>
- E. If services are to be administered by the Contracted System Administrator (CSA), contractors must conform with, and provide services under, protocols that include required documentation and timeframes established by DCF and managed by the CSA. The CSA is the single point of entry for these services and facilitates service access, linkages, referral coordination, and monitoring of CSOC services across all child-serving systems. Contractors of these services will be required to utilize “Youth Link”, the CSOC web-based out-of-home referral/bed tracking system process to manage admissions and discharge after being provided training.

- F. If services are to be provided to youth and families who have an open child welfare case due to allegations of abuse and neglect, then contractors shall deliver these services in a manner consistent with the DCF Case Practice Management Plan (CPM) and the requirements for Solution Based Casework (SBC), an evidence-based, family centered practice model that seeks to help the family team organize, prioritize, and document the steps they will take to enhance safety, improve well-being, and achieve permanency for their children. SBC provides a common conceptual map for child welfare case workers, supervisors, leadership, and treatment providers to focus their efforts on clear and agreed upon outcomes. DCF may require contractors to participate in DCF sponsored SBC training, and to be involved in developing plans with the consensus of other participants, incorporating the elements of the plans into their treatment, participating in Family Team Meetings, and documenting progress and outcomes by race, age, identified gender, and other criteria DCF deems relevant and appropriate.
- G. If services provided under a DCF contract are for mental health, behavioral health, or addictions services by a contractor with at least 10 regular full-time or regular part-time employees who principally work for the contractor to provide those services, then P.L. 2021, c.1 (N.J.S.A. 30:1-1.2b) requires the contractor to:
1. submit no later than 90 days after the effective date of the contract an attestation: (a) signed by a labor organization, stating that it has entered into a labor harmony agreement with such labor organization; or (b) stating that its employees are not currently represented by a labor organization and that no labor organization has sought to represent its employees during the 90-day period following the initiation or renewal of the contract; or (c) signed by a labor organization, stating that it has entered into an agreement or binding obligation to be maintained through the term of the contract that provides a commitment comparable to a labor harmony agreement, as defined in section 4 of P.L.2021, c.1 (N.J.S.A. 30:1-1.2c). The required attestation is submitted to ensure the uninterrupted delivery of services caused by labor-management disputes and is a condition of maintaining a DCF contract. The failure to submit it shall result in DCF's issuance of a financial recovery and a Corrective Action Plan (CAP). Should the contractor not adhere to the terms of the CAP, DCF shall cancel or not renew the contract upon obtaining a replacement contractor to assume the contract or otherwise provide the services. An extension of the 90-day deadline shall be warranted if a labor organization seeks to represent a contractor's employees after the contract is renewed or entered into, but within the 90-day period following the effective date of the contract. The Commissioner of DCF may review any interested person's report of a failure by the contractor to adhere to these

requirements and upon finding that a covered contractor failed to adhere to the requirements shall take corrective action which may include a CAP, financial recovery, and cost recoupment, and cancelling or declining to renew the contract. Should the covered contractor fail to engage in or complete corrective action, the Commissioner of DCF shall cancel or decline to renew the contract; and

2. make good faith efforts to comply with COVID-19 minimum health and safety protocols issued by DCF to adequately ensure the safety of the contractors, employees, and service recipients until the 366<sup>th</sup> day following the end of the public health emergency and state of emergency declared by the Governor in Executive Order No. 103 of 2020. The Commissioner of DCF shall take into account, prior to awarding or renewing any contract, any prior failures reported by any interested party to demonstrate a good faith effort to contain, limit, or mitigate the spread of COVID-19 among the covered contractor's employees or service recipients and require at a minimum the submission of a CAP to contain, limit, or mitigate the spread of COVID-19 cases. Should the contractor fail to implement a plan or repeatedly fail to demonstrate good faith efforts to contain, limit, or mitigate the spread of COVID-19, the Commissioner shall act, including financial penalties or cancellation or non-renewal of the contract.

- H. If the employees of a contractor or its subcontractor enter, work at, or provide services in any state agency location, then they are covered by Executive Order No. 271 (EO 271), which was signed and went into effect on October 20, 2021. A covered contractor must have a policy in place: (1) that requires all covered workers to provide adequate proof, in accordance with EO 271, to the covered contractor that the covered worker has been fully vaccinated; or (2) that requires that unvaccinated covered workers submit to COVID-19 screening testing at minimum one to two times weekly until such time as the covered worker is fully vaccinated; and (3) that the covered contractor has a policy for tracking COVID-19 screening test results as required by EO 271 and must report the results to local public health departments. The requirements of EO 271 apply to all covered contractors and subcontractors, at any tier, providing services, construction, demolition, remediation, removal of hazardous substances, alteration, custom fabrication, repair work, or maintenance work, or a leasehold interest in real property through which covered workers have access to State property. EO 271 excludes financial assistance; contracts or sub-contracts whose value is less than the State bid Advertising threshold under N.J.S.A. 52:34-7; employees who perform work outside of the State of New Jersey; or contracts solely for the provision of goods.

- I. If a contract includes the allocation and expenditure of COVID-19 Recovery Funds, then it is covered by Executive Order No. 166 (EO166), which was signed by Governor Murphy on July 17, 2020. The Office of the State Comptroller (“OSC”) is required to make all such contracts available to the public by posting them on the New Jersey transparency website developed by the Governor’s Disaster Recovery Office (GDRO Transparency Website), and by subjecting them to possible review by an Integrity Monitor.

**By my signature below, I hereby confirm I am authorized to sign this document on behalf of my organization. I have read, understand, and have the authority to ensure my organization will comply with the terms and conditions of providing services under my contracts with DCF as described in the text and referenced documents above. The terms set forth in this document govern all executed contracts with DCF and contracts to be entered into with DCF in the future.**

**Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**EXHIBIT J**

**Public Law P.L. 2021, c.1 Attestation Form for Providers with DCF Contracts**

**ALL DCF Providers must sign, scan, and email this executed document to:**  
**[OfficeOf.ContractAdministration@Dcf.nj.us](mailto:OfficeOf.ContractAdministration@Dcf.nj.us)**

By my signature below, I hereby confirm I am authorized to review and sign this document on behalf of my organization. I additionally confirm:

\_\_\_\_\_ (1) my organization **is not** an entity entering into or renewing a contract or contracts with the Department of Children and Families to provide mental health, behavioral health, or addiction services that employs more than 10 regular full-time or regular part-time employees who principally work for the organization to provide the contracted services as defined in Public Law P.L. 2021, c.1 [if you select this response, please return the signed form as noted above].; OR

\_\_\_\_\_ (2) my organization **is** such an entity and in compliance with Public Law P.L. 2021, c.1., I therefore must submit within the 90-day period following the initiation or renewal of our DCF contract(s) either: \_\_\_\_\_

**A. An attestation:**

\_\_\_\_\_ signed by a labor organization confirming entry into a labor harmony agreement with such labor organization; **or**

\_\_\_\_\_ stating that our employees are not currently represented by a labor organization and that no labor organization has sought to represent our employees during the 90-day period following the initiation or renewal of our DCF contract(s) after the effective date of this act and up to the time of submission; **or**

\_\_\_\_\_ signed by a labor organization, confirming entry into an agreement or binding obligation to be maintained through the term of the DCF contract that provides a commitment comparable to a labor harmony agreement, as defined in section 4 of P.L.2021, c.1 (C.30:1-1.2c); **or**

**B. A notice:**

\_\_\_\_\_ from a labor organization confirming it seeks to represent our employees after the expiration of the 90-day period following the effective date of our DCF contract, to be followed no later than 90 days after the date of notice stating that we have entered into:

- (1) a labor harmony agreement with the labor organization; or
- (2) an agreement or binding obligation to be maintained through the term of the contract that provides a commitment comparable to a labor harmony agreement, as defined in section 4 of P.L.2021, c.1 (C.30:1-1.2c); **and**

**C. A COVID-19 health and safety commitment:**

I ensure the organization will continue to make a good faith effort to comply with minimum health and safety protocols issued by DCF to adequately ensure the safety of the covered providers' employees, and service recipients at least through the 366th day following the end of the public health emergency and state of emergency declared by the Governor in Executive Order No. 103 of 2020. These efforts include our adherence to the measures service providers may take to prevent and mitigate exposure to, and spread of, the COVID-19 virus while delivering services, as explained by the DCF Commissioner's issuance of Guidance's published

on the DCF website at: [https://www.nj.gov/dcf/coronavirus\\_contractedproviders.html](https://www.nj.gov/dcf/coronavirus_contractedproviders.html) These Guidance's have amended and supplemented, and may continue to amend and supplement, our contract requirements. I additionally represent I am not aware of any prior failures to demonstrate a good faith effort to contain, limit, or mitigate the spread of COVID-19 among the covered provider's employees or service recipients.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Organization Name:** \_\_\_\_\_