



STATE OF NEW JERSEY
DEPARTMENT OF HUMAN SERVICES
OFFICE OF NEW AMERICANS

REQUEST FOR PROPOSALS

**LEGAL SERVICES PROGRAM:
UNACCOMPANIED CHILDREN AND
SIMILARLY SITUATED YOUTH**

June 13, 2025

Johanna Calle, Director
Office of New Americans

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I. Purpose and Intent

This Request for Proposals (RFP) is issued by the New Jersey Department of Human Services (DHS), Office of New Americans (ONA) to provide free legal counsel and social services coordination to migrant children and youth arriving to New Jersey as unaccompanied minors seeking refuge.

The statewide, publicly funded, Legal Representation for Children and Youth Program (“The Program”) within the ONA to provides free and expert legal counsel and social services (“case management”) support to unaccompanied children and similarly situated youth who are at risk and vulnerable to deportation and removal and lack access to legal counsel and are in need of case management supports

ONA is seeking one (1) bidder to serve as the main grantee and subgrant with legal service providers for the provision of legal services and social service supports to the eligible population. ONA anticipates making one award for a budget of up to \$6 million, including sub-grantees.

The successful bidder shall ensure that the services provided ensure diversity, inclusion, equity, and cultural and linguistic competence to the target population. The successful bidder shall continually assess and utilize demographic data of participants’ catchment area in its development and delivery of programming, evaluation, and program outcomes to ensure it is relevant to the population served. Additionally, the successful bidder shall analyze data to implement strategies to increase program participation.

No funding match is required; however, bidders shall need to identify any other sources of funding, both in-kind and monetary, that shall be used. Bidders may not fund any costs incurred for the planning or preparing a proposal in response to this RFP from current ONA contracts.

The following summarizes the **anticipated** RFP schedule:

June 13, 2025	Notice of Funding Availability
June 27, 2025	Questions on RFP are due no later than 11:59 p.m. ET
July 14, 2025	Deadline for receipt of proposals - no later than 11:59 p.m. ET
TBD	Preliminary Award Announcement
TBD	Appeal Deadline
TBD	Final Award Announcement

Bidders are responsible for monitoring the DHS website^[1] for updates to the RFP schedule.

^[1] <https://www.nj.gov/humanservices/providers/grants/rfpri/>

II. Background and Population to be Served

New Jersey's Legal Representation for Children and Youth Program, which started in 2021, provides free legal representation and case management services to unaccompanied immigrant children and similarly situated youth in the state. Every year since the start of the program, New Jersey has renewed its commitment through budget appropriations to serve this population.

The bidder and sub-grantees will provide legal representation to unaccompanied immigrant children and similarly situated youth in New Jersey in pursuit of immigration legal relief, in removal proceedings, during the grant period, including representation before immigration court, U.S. Citizenship and Immigration Services (USCIS), and associated adjudications in state court. The bidder and sub-grantees will provide legal representation through direct representation or pro bono mentoring and training. Representation under the program will prioritize children who were designated as unaccompanied children by the Office of Refugee Resettlement and are under 21 at the time the child retains the provider for legal representation. Any remaining funds and capacity will be used to represent children eligible to be represented under the program who may be "similarly situated youth" defined as immigrant and refugee children and youth that 1) are similarly vulnerable and at risk as children designated as unaccompanied children; 2) are under the age of 21 at the time of retaining the provider for legal representation; 3) do not have access to and are not able to afford legal counsel; and 4) are at significant risk of immigration removal without representation under the program.

Please note this program prioritizes children and youth who have the highest risk of deportation.

ONA and providers will partner to ensure public awareness of program.

III. Who Can Apply?

To be eligible for consideration for this RFP, the bidder must satisfy the following requirements:

Please note: Proposals may be submitted by an individual bidder or by a collaborative of legal service providers.

- The bidder must be a non-profit or governmental entity.

- The bidder must show experience in being a fiscal sponsor and managing subgrantees
- Demonstrate a strong record of providing high-quality legal representation to unaccompanied children and similarly situated youth,
- Have licensed attorneys with immigration law expertise on staff or under contract who will directly provide the services described in this RFP,
- Demonstrate that all professionals (attorneys, DOJ-accredited representatives, social workers, etc.) involved in providing services under the contract have the appropriate professional licenses and are in good standing professionally,
- Demonstrate the ability to consult with and represent clients in detention facilities,
- Collaborate with relevant stakeholders (DHS, EOIR, ORR) to ensure that representation can be initiated consistent with the program's requirements,
- Commit to a Universal Model of Representation,
- The bidder must be fiscally viable based upon an assessment of the bidder's audited financial statements. If a bidder is determined, in ONA's sole discretion, to be insolvent or to present insolvency within the twelve (12) months after bid submission, ONA will deem the proposal ineligible for contract award;
- The bidder must not appear on the State of New Jersey Consolidated Debarment Report at <http://www.nj.gov/treasury/revenue/debarment/debarcheck.shtml> or be suspended or debarred by any other State or Federal entity from receiving funds; and
- Pursuant to DHS Contract Policy and Information Manual Policy Circular 8.05, the bidder shall not have a conflict, or the appearance of a conflict, between the private interests and the official responsibilities of a person in a position of trust. Persons in a position of trust include Provider Agency staff members, officers and Governing Board Members. A bidder must have written Conflict of Interest policies and procedures that satisfy the requirements of P8.05, thereby ensuring that paid Board members do not participate in transactions except as expressly provided in the P8.05 circular.

IV. Contract Scope of Work

The successful bidder shall implement the following objectives:

- Identify legal services providers with a minimum of three years of experience in providing legal services to unaccompanied children and similarly situated youth
- Up to the limit of their available resources, provide legal representation to unaccompanied immigrant children and similarly situated youth in New Jersey in pursuit of immigration legal relief, including representation before immigration court, U.S. Citizenship and Immigration Services (USCIS), and associated adjudications in state court
- Provide case management and social services supports to unaccompanied immigrant children and similarly situated youth as defined above in New Jersey including connecting children to basic needs such as shelter, medical services, food, and access to education; offering socioemotional supports; and ensuring clients are better equipped to gain access to services in their communities and navigate systems

- Ensure that case management services are delivered in a trauma-informed and culturally responsive manner
- Maintain full autonomy over all legal work performed, including legal strategy, representation, and advice of their respective individual cases
- Advice regarding the lack of relief, and assistance in obtaining removal or voluntary departure orders from the immigration court without unnecessary delay for clients who are not eligible to remain in the U.S.
- Bidders are required to ensure all data reported are accurate and timely.
- Work collaboratively with sub grantees to collect data and outcomes for program assessment.
- Provide language access to individuals who communicate in Sign Language or foreign spoken languages through language translation and interpretation services.
- Provide culturally appropriate interventions to reach diverse populations.

Bidder will provide oversight for all Legal Services Providers providing services under the program, even if they are not direct subgrantees. Oversight includes, but is not limited to, data reporting, case disbursement, technical assistance as needed, and other responsibilities stipulated in the SOW.

ONA reserves the right to prioritize and adjust Program activities based on need, capacity, community needs and other factors. The bidder is able to subcontract with other agencies, subject to DHS approval to enhance these efforts as needed and as long as funding is available.

Centralized Intake/Referral System

Program bidder and subgrantees must have a centralized intake and referral system. The system should create a single point of entry for access, assessment, and referral to program providers. The centralized intake and referral system will:

- Handle intake and referral data collection, in a centralized environment or program location
- Handle initial needs assessment at intake level
- Track referrals to internal and external sources, complete with qualifying client assessment results
- Have tools to track and indicate application status per referral per program
- Categorize priority of referral
- Provide a hotline accessible to target populations
- Provide language access and interpretation services
- Communicate with legal services providers to check capacity in order to refer cases
- Maintain active waitlist of eligible clients who are waiting for service provision

ONA reserves the right to prioritize and adjust Program activities based on need, capacity, community needs and other factors.

Subgrantees

The Bidder is able to enter into agreements with sub-grantees for the delivery of these services. This will allow to expand reach and capacity across the state by engaging other LSPs with expertise serving this population. The bidder must identify and include prospective sub-grantees in their proposal, subject to final approval by DHS if selected as main grantee.

A. Implementation of sub-grantees, Bidder will:

1. Submit, with the proposal, a briefing memo to DHS with recommendations for sub-grantees based on the criteria outlined in the SOW.
2. Once bidder is selected, DHS will approve sub-grantees in writing, which approval shall not be unreasonably withheld or delayed.
3. Once grantees have been approved, notify sub-grant applicants of awards.
4. Upon receipt of funds and approval of sub-grantees, enter into agreements with Sub-grantees, for the sole purpose of providing legal representation and social services supports ("case management") in the SOW.
5. Ensure sub-grant agreements reflect the SOW outlined in this RFP, including roles and responsibilities, final tasks, schedules, project monitoring and reporting requirements, final deliverables, etc.
6. Any sub=grant agreements will incorporate and apply to the sub-grantee, as legally pertinent, the terms and conditions of this RPF.
7. Make quarterly grant payments to sub-grantees ensuring that grant requirements, monitoring and fiscal reporting requirements have been met.

B. Management of sub-grants and sub-grantee partnerships, Bidder will:

1. Coordinate with sub-grantees to ensure compliance with SOW and deliverables outlined in this RFP,
2. Fold in primary leads of all sub-grantees into quarterly meetings with DHS
3. Review all project monitoring and fiscal reports for compliance and to request additional information as needed.
4. Support sub-grantees on compliance and performance for this project.
5. Combine all sub-grantee reporting information into regular reports to DHS

Program Deliverables and Reporting Requirements:

Selected bidder shall adhere to the program deliverables in order to ensure the adequate provision of services and compliance in the administration of the program. All specified timelines shall be adhered to for timely quarterly payments and in order to remain in good standing with ONA.

Data and Fiscal Reporting

Selected bidder shall:

- Submit quarterly programmatic financial reporting of actual expenditures, no later than 30 days after the close of each fiscal quarter
- Use data and financial reporting templates provided by ONA

Budget:

Allowable Costs:

- Administrative, staffing, and Program costs are allowable with these funds.
- Bidder shall enter into agreements with sub-grantees to engage in the tasks outlined in the Scope of Work. DHS reserves the right to approve sub-grantees and their budgets in writing based on its sole discretion. Agencies shall allocate funds to sub-grantees based on agreed upon services and costs with an approval from DHS.

Not Allowable Costs:

No funds from the program may be used for lobbying activities as defined in accordance with guidance issued by the New Jersey Election Law Enforcement Commission at: https://www.elec.nj.gov/forcandidates/gaa_forms.htm.

Bidder may only provide proposed costs associated with the line items in the budget template provided.

V. General Contracting Information

Bidders must meet the terms and conditions of the Department of Human Services (DHS) contracting rules and regulations as set forth in the Standard Language Document, the Contract Reimbursement Manual, and the Contract Policy and Information Manual. These documents are available on the [DHS website](#)¹.

Bidders must comply with the Affirmative Action Requirements of Public Law 1975, c. 124 (N.J.A.C. 17:27) and the requirements of the Americans with Disabilities Act of 1991 (P.L. 101-336).

Budgets should accurately reflect the scope of responsibilities in order to accomplish the goals of this project.

All bidders will be notified in writing of the State's intent to award a contract.

¹ <https://www.nj.gov/humanservices/olra/contracting/policy/>

The contract awarded as a result of this RFP is anticipated to have an anticipated initial term of July 1, 2025 through June 30, 2026, and may be renewable for up to four (4) additional one-year terms at ONA's sole discretion with the agreement of the successful bidder. Funds may be used only to support services that are specific to this award; hence, this funding may not be used to supplant or duplicate existing funding streams. Actual funding levels will depend on the availability of funds and satisfactory performance.

In accordance with Policy P1.12 available on the [DHS website](#)², programs awarded a contract pursuant to this RFP will be separately clustered until the ONA determines, in its sole discretion, that the program is stable in terms of service provision, expenditures, and applicable revenue generation.

Should the provision of services be delayed through no fault of the successful bidder, funding continuation will be considered on a case-by-case basis dependent upon the circumstances creating the delay. In no case shall the ONA continue funding when service commencement commitments are not met, and in no case shall funding be provided for a period of non-service provision in excess of three (3) months. In the event that the timeframe will be longer than three (3) months, ONA must be notified so the circumstances resulting in the anticipated delay may be reviewed and addressed. Should services not be rendered, funds provided pursuant to this agreement shall be returned to ONA.

The bidder must comply with all rules and regulations for any ONA program element of service proposed by the bidder.

VI. Contact for Further Information

Any questions regarding this RFP should be directed via email to DHS-CO.rfp@dhs.nj.gov no later than 11:59 p.m. ET on June 27, 2025. All questions and responses will be posted on the DHS website. Bidders are guided to rely upon the information in this RFP and the responses to questions submitted by email to develop their proposals. Specific guidance, however, will not be provided to individual bidders at any time.

VI. Required Proposal Content

All bidders must submit a written narrative proposal that addresses the following topics, adheres to all instructions and includes required supporting documentation, noted below:

Funding Proposal Cover Sheet (RFP Attachment A): All bidders must submit a written response that addresses organization's role in this program; overview of organization's legal services capacity, programs, and initiatives; profile of experience with managing subgrantees; and capacity to implement this program in no more than 6-8 pages.

Specific Requirements – note this may be submitted in narrative or outline format.

² <https://www.nj.gov/humanservices/olra/assets/documents/CPIManual.pdf>

Legal Services Program Expertise (25 points)-

In this section, the bidder shall provide an overview of how the services detailed in the *Contract Scope of Work* shall be implemented and the timeframes involved

1. Detail your organization's experience representing unaccompanied children and similarly situated youth for the last three years.
2. Experience in training and supervising attorneys unaccompanied children and similarly situated youth.
3. Describe your proposed program model for representing the eligible population. Please specify how you plan to serve eligible clients and what, if any, prior relationships you have with school districts, community-based organizations or places where youth frequent to help facilitate your program. Estimate how many people you plan to serve through your proposed program model. Please identify estimated case costs, metrics, and expected outcomes.

Organizational Capacity (25 points)- This can include capacity accounting for partners on this proposal (20 points)

1. Please describe your organization's experience as a fiscal sponsor and managing subgrantees
2. Describe your organization's plan for complying with data reporting requirements.
3. Describe experience collaborating with relevant stakeholders (DHS, EOIR, ORR) to ensure that representation can be initiated consistent with the program's requirements

Program Infrastructure (25 points) -

1. Provide a list of proposed of subgrantees for the program, include a short paragraph of each organization's experience in representing unaccompanied children and similarly situated youth in removal proceedings
2. Please identify what type of support services the bidder and proposed sub-grantees will provide. If your organization is already providing these services, please detail your current services.
3. Please provide a detailed plan for a centralized intake and referral system
4. Provide a plan on how cases will be disbursed amongst subgrantees
5. Demonstrate plan to provide culturally relevant and linguistically appropriate services to ethnically diverse immigrant communities

Costs (25 points)

Provide a proposed budget, that clearly describes budget categories and funds allocation consistent with the organizational capacity and proposed services bidders

are able to provide based on the scope of work. Please include any costs that will be allocated to subgrantees.

All costs associated with the completion of the initiative must be delineated, and the budget notes must clearly articulate budget items including a description of miscellaneous expenses and other costs.

Using template provided, submit proposed fees expressed as total operating costs (to the nearest whole dollar) operate the program, which includes all program oversight, staffing, subgrantees, administrative costs, equipment and supplies, other staffing, support, and service provision costs associated with this contract. Payments under this contract will be based solely on the quarterly expenditure reports of actual allowable costs for the program.

Please use the budget template provided for the budget proposal.

Attachments/Appendices

The enumerated items of Required Attachments #1 through #10 and Appendices #1 through #9 must be included with the bidder's proposal.

Please note that if Required Attachments #1 through #6 are not submitted and complete, the proposal will not be considered. Required Attachments #7 through #9 below are also required with the proposal unless the bidder has a current contract with ONA and these documents are current and on file with ONA.

The collective of Required Attachments #1 through #7 and Appendices #1 through #9 is limited to a total of 50 pages. Audits and interim financial statements (Required Attachments #8 and #9) do not count towards the appendices' 50-page limit. Appendix information exceeding 50 pages will not be reviewed.

Required Attachments

1. Department of Human Services Statement of Assurances (RFP Attachment C);
2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (RFP Attachment D);
3. [Disclosure of Investment in Iran](http://www.nj.gov/treasury/purchase/forms.shtml)³;
4. Certificate of Non-Involvement in Prohibited Activities in Russia and Belarus⁴;
5. Statement of [Bidder/Vendor Ownership Disclosure](http://www.nj.gov/treasury/purchase/forms.shtml)⁵;
6. Disclosure of Investigations and Other Actions Involving Bidder⁶

³ www.nj.gov/treasury/purchase/forms.shtml

⁴ www.nj.gov/treasury/purchase/forms.shtml

⁵ www.nj.gov/treasury/purchase/forms.shtml

⁶ www.nj.gov/treasury/purchase/forms.shtml

7. Pursuant to Policy Circular P 1.11, a description of all pending and in-process audits identifying the requestor, the firm's name and telephone number, and the type and scope of the audit;
8. Audited financial statements and Single Audits (A133), prepared for the two (2) most recent fiscal years;
9. All interim financial statements prepared since the end of the bidder's most recent fiscal year. If interim financial statements have not already been prepared, provide interim financial statements (balance sheet, income statement and cash flows) for the current fiscal year through the most recent quarter ended prior to submission of the bid; and
10. Department of Human Services Commitment to Defend and Indemnify Form (Attachment G).

Appendices

1. Copy of documentation of the [bidder's charitable registration status](#)⁷;
2. Bidder mission statement;
3. Organizational chart;
4. Job descriptions of key personnel;
5. Resumes of proposed personnel if on staff, limited to two (2) pages each;
6. List of the board of directors, officers and terms;
7. Original and/or copies of letters of commitment/support;
8. Cultural Competency Plan; and
9. Include additional attachments that were requested in the written narrative section.

VII. Submission of Proposal Requirements

A. Format and Submission Requirements

ONA assumes no responsibility and bears no liability for costs incurred by the bidder in the preparation and submittal of a proposal in response to this RFP. The narrative portion of the proposal should be no more than 10 pages, be single-spaced with one (1") inch margins, normal character spacing that is not condensed, and not be in smaller than twelve (12) point Arial, Courier New or Times New Roman font. For example, if the bidder's narrative starts on page 3 and ends on page 13 it is 11 pages long, not 10 pages. ONA will not consider any information submitted beyond the page limit for RFP evaluation purposes. The budget notes and appendix items do not count towards the narrative page limit.

Proposals must be submitted no later than 4:00 p.m. ET on July 14, 2025. The bidder must submit its proposal (including proposal narrative, budget, budget notes, and appendices) electronically combined as a single PDF document to DHS-CO.rfp@dhs.nj.gov.

B. Confidentiality/Commitment to Defend and Indemnify

⁷ www.njconsumeraffairs.gov/charities

Pursuant to the New Jersey Open Public Records Act (OPRA), N.J.S.A. 47:1A-1 et seq., or the common law right to know, proposals can be released to the public in accordance with N.J.A.C. 17:12-1.2(b) and (c).

Bidder should submit a completed and signed Commitment to Defend and Indemnify Form (Attachment G) with the proposal. In the event that the bidder does not submit the Commitment to Defend and Indemnify Form with the proposal, DHS reserves the right to request that the bidder submit the form after proposal submission.

After the opening of the proposals, all information submitted by a bidder in response to a Bid Solicitation is considered public information notwithstanding any disclaimers to the contrary submitted by a Bidder. Proprietary, financial, security and confidential information may be exempt from public disclosure by OPRA and/or the common law when the Bidder has a good faith, legal/factual basis for such assertion.

As part of its proposal, a bidder may request that portions of the proposal be exempt from public disclosure under OPRA and/or the common law. Bidder must provide a detailed statement clearly identifying those sections of the proposal that it claims are exempt from production, and the legal and factual basis that supports said exemption(s) as a matter of law. DHS will not honor any attempts by a bidder to designate its price sheet, price list/catalog, and/or the entire proposal as proprietary and/or confidential, and/or to claim copyright protection for its entire proposal. If DHS does not agree with a Bidder's designation of proprietary and/or confidential information, DHS will use commercially reasonable efforts to advise the bidder. Copyright law does not prohibit access to a record which is otherwise available under OPRA.

DHS reserves the right to make the determination as to what to disclose in response to an OPRA request. Any information that DHS determines to be exempt from disclosure under OPRA will be redacted.

In the event of any challenge to the bidder's assertion of confidentiality that is contrary to the DHS' determination of confidentiality, the bidder shall be solely responsible for defending its designation, but in doing so, all costs and expenses associated therewith shall be the responsibility of the bidder. DHS assumes no such responsibility or liability.

In order not to delay consideration of the proposal or DHS' response to a request for documents, DHS requires that the bidder respond to any request regarding confidentiality markings within the timeframe designated in DHS' correspondence regarding confidentiality. If no response is received by the designated date and time, DHS will be permitted to release a copy of the proposal with DHS making the determination regarding what may be proprietary or confidential.

VIII. Review of Proposals

There will be a review process for responsive proposals. ONA will convene a review committee of public employees to conduct a review of each responsive proposal.

The bidder must obtain a minimum score of 70 points out of 100 points for the proposal narrative and budget sections in order to be considered eligible for funding. In the event no bidder obtains the required minimum scores, ONA shall have discretion to award the contract to the highest scoring bidder(s).

ONA will award up to 20 points for fiscal viability, using a standardized scoring rubric based on the audit, which will be added to the average score given to the proposal from the review committee. Thus, the maximum points any proposal can receive is 120 points, which includes the review committee's averaged score for the proposal's narrative and budget sections combined with the fiscal viability score.

In addition, if a bidder is determined, in ONA's sole discretion, to be insolvent or to present insolvency within the twelve (12) months after bid submission, ONA will deem the proposal ineligible for contract award.

Contract award recommendations will be based on such factors as the proposal scope, quality and appropriateness, bidder history and experience, as well as budget reasonableness. The review committee will look for evidence of cultural competence in each section of the narrative. The review committee may choose to visit all bidder finalists to review existing program(s) and/or invite all bidder finalists for interview. The bidder is advised that the contract award may be conditional upon final contract and budget negotiation.

ONA reserves the right to reject any and all proposals when circumstances indicate that it is in its best interest to do so. ONA's best interests in this context include, but are not limited to, loss of funding, inability of the bidder(s) to provide adequate services, an indication of misrepresentation of information and/or non-compliance with State and federal laws and regulations, existing DHS contracts, and procedures set forth in [Policy Circular P1.04](#)⁸.

IX. Appeal of Award Decisions

All appeals must be made in writing by 4:00 p.m. ET on Date to be Determined, by emailing it to Johanna.Calle@dhs.nj.gov (subject line must include "Appeal and RFP title") and/or mailing or faxing it to:

Johanna Calle Director
Office of New Americans Department of Human Services
P.O. Box 0700
222 South Warren Street Trenton, NJ 08625

⁸ <https://www.nj.gov/humanservices/olra/contracting/policy/>

The written appeal must clearly set forth the basis for the appeal.

Any appeals sent to an email/address/fax number not mentioned above, will not be considered.

Please note that all costs incurred in connection with appeals of ONA decisions are considered unallowable cost for the purpose of ONA contract funding.

ONA will review all appeals and render a final decision. Contract award(s) will not be considered final until all timely filed appeals have been reviewed and final decisions rendered.

X. Post Award Required Documentation

Upon final contract award announcement, the successful bidder(s) must be prepared to submit (if not already on file), one (1) original signed document for those requiring a signature or copy of the following documentation (unless noted otherwise) in order to process the contract in a timely manner, as well as any other contract documents required by DHS/ONA.

1. Most recent IRS Form 990/IRS Form 1120, and Pension Form 5500 (if applicable) (submit two [2] copies);
2. Copy of the [Annual Report-Charitable Organization](#)⁹;
3. A list of all current contracts and grants as well as those for which the bidder has applied from any Federal, state, local government or private agency during the contract term proposed herein, including awarding agency name, amount, period of performance, and purpose of the contract/grant, as well as a contact name for each award and the phone number;
4. Proof of insurance naming the State of New Jersey, Department of Human Services, Office of New Americans, PO Box 700, Trenton, NJ 08625-0700 as an additional insured;
5. Board Resolution identifying the authorized staff and signatories for contract actions on behalf of the bidder;
6. Current Agency By-laws;
7. Current Personnel Manual or Employee Handbook;
8. Copy of Lease or Mortgage;
9. Certificate of Incorporation;
10. Co-occurring policies and procedures;
11. Policies regarding the use of medications, if applicable;
12. Policies regarding Recovery Support, specifically peer support services;
13. Conflict of Interest Policy;
14. Affirmative Action Policy;
15. Affirmative Action Certificate of Employee Information Report, newly completed AA 302 form, or a copy of Federal Letter of Approval verifying operation under a federally approved or sanctioned Affirmative Action program. (AA Certificate must be submitted within 60 days of submitting completed AA302 form to Office of Contract Compliance);

⁹ <https://www.njportal.com/DOR/annualreports/>

16. A copy of all applicable licenses;
17. Local Certificates of Occupancy;
18. Current State of New Jersey Business Registration;
19. Procurement Policy;
20. Current equipment inventory of items purchased with DHS funds (Note: the inventory shall include: a description of the item [make, model], a State identifying number or code, original date of purchase, purchase price, date of receipt, location at the Provider Agency, person(s) assigned to the equipment, etc.);
21. All subcontracts or consultant agreements, related to the DHS contract, signed and dated by both parties;
22. Business Associate Agreement (BAA) for Health Insurance Portability Accountability Act of 1996 compliance, if applicable, signed and dated;
23. Updated single audit report (A133) or certified statements, if differs from one submitted with proposal;
24. Business Registration (online inquiry to obtain copy at [Registration Form](#)¹⁰; for an entity doing business with the State for the first time, it may register at the [NJ Treasury website](#)¹¹;
25. Source Disclosure ([EO129](#))¹²; and
26. Chapter 51 [Pay-to-Play Certification](#)¹³.

XI. Attachments

- Attachment A – Proposal Cover Sheet
- Attachment B – Addendum to RFP for Social Service and Training Contracts
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¹⁰ https://www1.state.nj.us/TYTR_BRC/jsp/BRCLLoginJsp.jsp

¹¹ <http://www.nj.gov/treasury/revenue>

¹² www.nj.gov/treasury/purchase/forms.shtml

¹³ www.nj.gov/treasury/purchase/forms.shtml

Attachment A – Proposal Cover Sheet

Date Received

**STATE OF NEW JERSEY
DEPARTMENT OF HUMAN SERVICES**
Office of New Americans
Proposal Cover Sheet

Name of RFP: **Unaccompanied Children and Similarly Situated Youth**

Incorporated Name of Bidder: _____

Eligibility Type (check to confirm eligibility):

____ Non-profit bidder with IRS approved 501(c)(3) status that can coordinate and implement unaccompanied children and similarly situated youth program.

Federal ID Number: _____ **Charities Reg. Number (if applicable):** _____

DUNS Number: _____

Address of Bidder:

Website of Bidder: _____

Bidder Organization Profile - State mission and briefly describe areas of expertise and focus:

Chief Executive Officer Name and Title: _____

Phone No.: _____ **Email Address:** _____

Contact Person Name and Title: _____

Phone No.: _____ **Email Address:** _____

Application Subgrantees (include additional sheets as necessary)

Organization Name: _____

Address: _____

Website: _____

Project Contact – name, email, phone: _____

Authorization: Chief Executive Officer (printed name):

Signature: _____ **Date:** _____

STATE OF NEW JERSEY DEPARTMENT OF HUMAN SERVICES

Application Template

All bidders must submit a written response that addresses the following topics, adheres to all instructions, and includes supporting documentation as noted below:

INTRODUCTION AND CONTEXT

1. Please provide a brief summary description your organizations' potential role in participating in the program. Include overview of organizational work, programs, and initiatives. (1-2 paragraphs)

LEGAL SERVICES PROGRAM EXPERTISE (2-3 pages)

1. What is your organization's experience representing unaccompanied children and similarly situated youth in the last two years?
2. What is your organization's experience in training and supervising attorneys unaccompanied children and similarly situated youth?
3. What experience do you have providing training and supervision to attorneys representing individuals in removal proceedings?
4. Describe your proposed program model for representing the eligible population. Please specify how you plan to serve eligible clients and what, if any, prior relationships you have with school districts, community-based organizations or places where youth frequent to help facilitate your program. Estimate how many people you plan to serve through your proposed program model. Please identify estimated case costs, metrics, and expected outcomes.

ORGANIZATIONAL CAPACITY (1-2 pages)

1. What is your organization's experience in serving as a fiscal sponsor and managing sub-grantees?
2. Please outline the number of full-time and part-time staff that will be dedicated to this contract and any other additional resources that the provider has available for this contract.
3. How will the program collect data and comply with data reporting requirements?
4. Describe experience collaborating with relevant stakeholders (DHS, ORR) to ensure that representation can be initiated consistent with the program's requirements

PROGRAM INFRASTRUCTURE (4-6 pages)

1. Please provide a list of proposed of subgrantees for the program, include a short paragraph of each organization's experience in representing clients in removal proceedings

2. What youth supportive services will the program provide? If your organization is currently providing these services, please describe current services.
3. Outline a plan on how cases will be disbursed amongst proposed subgrantees
4. Outline detailed plan for centralized intake and referral system
5. How will the program provide culturally relevant and linguistically appropriate services to ethnically diverse immigrant communities?

Attachment B – Addendum to RFP for Social Service and Training Contracts

STATE OF NEW JERSEY DEPARTMENT OF HUMAN SERVICES

ADDENDUM TO REQUEST FOR PROPOSAL FOR SOCIAL SERVICE AND TRAINING CONTRACTS

Executive Order No. 189 establishes the expected standard of responsibility for all parties that enter into a contract with the State of New Jersey. All such parties must meet a standard of responsibility that assures the State and its citizens that such parties will compete and perform honestly in their dealings with the State and avoid conflicts of interest.

As used in this document, "provider agency" or "provider" means any person, firm, corporation, or other entity or representative or employee thereof that offers or proposes to provide goods or services to or performs any contract for the Department of Human Services.

In compliance with Paragraph 3 of Executive Order No. 189, no provider agency shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e, in the Department of the Treasury or any other agency with which such provider agency transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i, of any such officer or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.

The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any provider agency shall be reported in writing forthwith by the provider agency to the Attorney General and the Executive Commission on Ethical Standards.

No provider agency may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such provider agency to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

No provider agency shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

No provider agency shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the provider agency or any other person.

The provisions cited above shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with provider agencies under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate.

Attachment C – Statement of Assurances

Department of Human Services Statement of Assurances

As the duly authorized Chief Executive Officer/Administrator, I am aware that submission to the Department of Human Services of the accompanying application constitutes the creation of a public document that may be made available upon request at the completion of the RFP process. This may include the application, budget, and list of applicants (bidder's list). In addition, I certify that the applicant:

- Has legal authority to apply for the funds made available under the requirements of the RFP, and has the institutional, managerial and financial capacity (including funds sufficient to pay the non-Federal/State share of project costs, as appropriate) to ensure proper planning, management and completion of the project described in this application.
- Will give the New Jersey Department of Human Services, or its authorized representatives, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with Generally Accepted Accounting Principles (GAAP). Will give proper notice to the independent auditor that DHS will rely upon the fiscal year end audit report to demonstrate compliance with the terms of the contract.
- Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. This means that the applicant did not have any involvement in the preparation of the RFP, including development of specifications, requirements, statement of works, or the evaluation of the RFP applications/bids.
- Will comply with all federal and State statutes and regulations relating to non-discrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352; 34 CFR Part 100) which prohibits discrimination based on race, color or national origin; 2) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794; 34 CFR Part 104), which prohibits discrimination based on handicaps and the Americans with Disabilities Act (ADA), 42 U.S.C. 12101 et seq.; 3) Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et. seq.; 45 CFR part 90), which prohibits discrimination on the basis of age; 4) P.L. 2975, Chapter 127, of the State of New Jersey (N.J.S.A. 10:5-31 et. seq.) and associated executive orders pertaining to affirmative action and non-discrimination on public contracts; 5) federal Equal Employment Opportunities Act; and 6) Affirmative Action Requirements of PL 1975 c. 127 (NJAC 17:27).
- Will comply with all applicable federal and State laws and regulations.
- Will comply with the Davis-Bacon Act, 40 U.S.C. 276a-276a-5 (29 CFR 5.5) and the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.27 et seq. and all regulations pertaining thereto.
- Is in compliance, for all contracts in excess of \$100,000, with the Byrd Anti-Lobbying amendment, incorporated at Title 31 U.S.C. 1352. This certification extends to all lower tier subcontracts as well.

- Has included a statement of explanation regarding any and all involvement in any litigation, criminal or civil.
- Has signed the certification in compliance with federal Executive Orders 12549 and 12689 and State Executive Order 34 and is not presently debarred, proposed for debarment, declared ineligible, or voluntarily excluded. The applicant will have signed certifications on file for all subcontracted funds.
- Understands that this provider agency is an independent, private employer with all the rights and obligations of such, and is not a political subdivision of the Department of Human Services.
- Understands that unresolved monies owed the Department and/or the State of New Jersey may preclude the receipt of this award.

Applicant Organization

Signature: CEO or equivalent

Date

Typed Name and Title

6/97

Attachment D - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

READ THE ATTACHED INSTRUCTIONS BEFORE SIGNING THIS CERTIFICATION. THE INSTRUCTIONS ARE AN INTEGRAL PART OF THE CERTIFICATION.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by an Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

This certification is required by the regulations implementing Executive order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of facts upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Attachment E - Instructions for Excel Budget Template

The Excel template, posted with the RFP, contains a template spreadsheet. Please open the respective template file tab and read the below guidance at the same time. This will allow for a clear understanding of how to work within the template file.

1. In the turquoise section, you will enter the proposed costs for this RFP. This should include all information from budget categories A-F, G/A, as well as ***your number of consumers to serve***. FTE's in Category A are to be broken down between direct care, administration, and support. FTE's will not appear until three cells are completed: hours worked per employee on contract (column C), hours worked per employee per week (column D), and the amount of salary (column H) respectively. Category B is to be broken down between medical/clinical consultants, and non-medical/clinical consultants.
2. There is also a One-Time budget section at the bottom in the turquoise section for your use. Onetimes are shown separately, but included in Total Gross Costs right after Gross Costs.
3. Please use the ***"Explanatory Budget Notes"*** column to help support anything that you feel needs to be explained in written word for evaluators to understand your intent regarding any cost/volume data populated in your template submission. Please provide notes, as well as, calculations that support any and all offsetting revenue streams. If you double up expenses on one budget line, please provide the individual expense details in the budget notes. Many cells are protected, but you can expand rows to give more room in the notes column should you need it.
6. General and Administrative Costs should be recorded in the template per the instructions in the RFP. That is, only additional G&A associated with this proposal should be included, not your normal G&A rate.
7. Make sure to remember to place your Agency Name and Region or County in the subject line when you send your template in ***Excel*** format.

SAVE ALL YOUR WORK, REVIEW AND PREPARE TO SEND IN EXCEL FORMAT.

Attachment F - Mandatory Equal Employment Opportunity Language

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, affection-al 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, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprentice-ship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to 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 Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Attachment G – Commitment to Defend and Indemnify Form

Department of Human Services Commitment to Defend and Indemnify Form

I, _____, on behalf of _____ (“Company”) agree that the Company will defend, and cooperate in the defense of, any action against the State of New Jersey (“State”) or the New Jersey Department of Human Services (“DHS”) arising from, or related to, the non-disclosure, due to the Company’s request, of documents submitted to the State of New Jersey and DHS, and relating to the Request for Proposals for the Legal Services Program: Unaccompanied Children and Similarly Situated Youth (“RFP”), which may become the subject of a request for government records under the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq. (“OPRA”). The Company agrees to indemnify and hold harmless the State and DHS against any judgments, costs, or attorney’s fees assessed against the State of New Jersey or DHS in connection with any action arising from, or related to, the non-disclosure, due to the Company’s request, of documents submitted to the State and DHS, and relating to the RFP, which may become the subject of a request for government records under OPRA.

The Company makes the foregoing agreement with the understanding that the State and DHS may immediately disclose any documents withheld without further notice if the Company ceases to cooperate in the defense of any action against the State arising from or related to the above-described non-disclosure due to the Company’s request.

I further certify that I am legally authorized to make this commitment and thus commit the Company to said defense.

(Signature)

(Print Name)

Title

Entity Represented

Date