County of Union

RCCP #7-2026

Children's Shelter

This RCCP contains additional attachments.

Click here to download the zip file.

County of Union

RCCP #7-2026

Department of Human Services Competitive Contract Specifications:

Operations of the Union County Children's Shelter

Submission Deadline: November 13, 2026

Announcement release: October 20, 2026

COUNTY OF UNION
NOTICE TO PROPOSERS
REQUEST FOR COMPETITIVE CONTRACT PROPOSALS

SEALED PROPOSALS will be received by the Director of the Division of Purchasing of the County of Union, New Jersey or her designee on **Friday, November 13, 2026 at 11:00 a.m.,** Eastern Time in the **2nd Floor Conference Room**, U.C. Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey for:

One Contractor to provide:
OPERATIONS OF THE UNION COUNTY CHILDREN'S SHELTER
RCCP# 7-2026
Contract Period: February 1, 2027 through December 31, 2027 (11 months)
With four (4) 12-month extensions for years 2028, 2029, 2030, 2031

in accordance with the specifications and forms of the proposal packages furnished by the Division of Purchasing. The County reserves the right to reject any and all proposals and to waive any and all informalities in the proposal. Proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A20.4.

Requests for Competitive Contract Proposals packages may be obtained beginning October 20, 2026 by registering and downloading at http://ucnj.org/vendor-opportunities/rfqs-and-rfps/current/ or via U.S. Postal Service upon written request. Fax your request for a proposal package to (908) 558-2548. Proposers should be aware that the County of Union may issue addenda to the Request for Competitive Contract Proposal package. The County of Union is only obligated to inform proposers of such addenda if they have obtained a package directly from the County of Union or have downloaded it from the County of Union's website. It is the sole responsibility of the proposers to be knowledgeable of any and all addenda related to this procurement. Therefore, interested parties should check the website throughout the Request for Competitive Contract Proposal process for any updates.

All questions should be submitted in writing and directed to Michelle Hagopian, Assistant Director, at ucbids@ucnj.org. Written questions will be accepted through 4:00 p.m., Eastern Time, Friday, October 30, 2026.

Proposers are reminded to review their submissions for any information they consider to be confidential. The County of Union will not be responsible for the release of any information contained in the proposal package which may be subject to confidentiality.

Proposal delivery is strongly encouraged to be made via commercial mail carrier (USPS, FedEx, UPS) so that tracking information is confirmed. The County of Union is not

responsible for late delivery by the U.S. Postal Service or any other carrier. If a proposal is delivered by hand, you will not receive confirmation of delivery. No late proposals will be accepted. Proposals submitted by fax or e-mail will not be accepted.

All information requested in the Request for Competitive Contract Proposals must be provided or the Proposer may be disqualified. **All proposals MUST BE SEALED AND CLEARLY LABELED, on the outside of the packaging, with the subject of the proposal, name and address of the Proposer, phone & fax numbers, and date of the proposal opening. Each proposal must be delivered to reach the Division of Purchasing prior to the stated time of the opening of the proposals.**

Proposals will be made in the form required by the specifications and **one (1) original paper hard copy, seven (7) paper copies, and one (1) electronic copy of the Word and Excel application forms with the required scanned attachments on a Thumb Drive submitted in a sealed package to:**

County of Union – Purchasing Division – 2nd Floor
10 Elizabethtown Plaza, Elizabeth, NJ 07207
Attention: RCCP #7-2026
OPERATIONS OF THE UNION COUNTY CHILDREN'S SHELTER

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

The Board of County Commissioners reserves the right to reject any and all proposals and to accept any proposals which in their judgment will best serve the interest of Union County.

Michelle Hagopian, Assistant Director, Division of Purchasing, County of Union

PROPOSAL SUBMISSION CHECKLIST

IMPORTANT NOTICE TO ALL APPLICANTS – THE ITEMS LISTED BELOW SHALL ACCOMPANY ANY PROPOSAL. ALL DOCUMENTS SHALL BE ORIGINALS.

Date: _____ Each proposer must complete this form and initial each entry

SECTION A: Failure to submit the following documents will be cause for the proposal to be rejected.

_____ 1. Security in the form of:
_____ A Guarantee bond in the amount of $20,000.00.
OR
_____ A certified check or cashier's check in the amount of $20,000.00.

_____ 2. CONSENT OF SURETY (FORM A) – If the total amount of your proposal is over $29,000, a Consent of Surety form signed by a Surety Company stating that if your proposal is accepted, the Surety Company that provides the consent shall be required to furnish a Performance Bond in the amount of 100 % of the award of the contract. The Bond shall have a term equal to the contract period.

In lieu of the Consent of Surety you may submit a Certified Check in the full amount of the proposal.

The County of Union has provided its Consent of Surety form for your use. The use of this form by your Surety Company will expedite the proposal review process and eliminate the possibility of having your proposal rejected. If, however, you should need to use another form, please use language similar to that used on the Union County form and avoid making any additions or deletions to the Union County form language.

_____ 3. FORM B: PROPOSER SIGNATURE PAGE – fill out completely

_____ 4. FORM C: STATEMENT OF OWNERSHIP DISCLOSURE – fill out completely

_____ 5. Acknowledgement of Receipt of Proposal Addenda (This form is to be used only when an addendum has been added to the specifications.)

_____ 6. FAILURE TO SIGN BELOW WILL DISQUALIFY PROPOSAL

SECTION B: Failure to submit the following documents may be a cause for the proposal to be rejected.

_____ 7. Proposal Submission Checklist

_____ 8. Proposal Cover Page

_____ 9. FORM D: NON-COLLUSION AFFIDAVIT – fill out completely and notarize.

_____ 10. FORM E: AFFIRMATIVE ACTION REQUIREMENT

_____ 11. FORM F: AFFIDAVIT OF NO CONFLICT OF INTEREST

_____ 12. FORM O: AMERICANS WITH DISABILITIES ACT

_____ 13. FORM G: CERTIFICATION OF NON-DEBARMENT

_____ 14. FORM H: UNION COUNTY INSURANCE REQUIREMENTS

_____ 15. FORM I: NJ BUSINESS REGISTRATION CERTIFICATION
(FOR PROFIT PROPOSERS)

_____ 16. FORM J: DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

_____ 17. FORM K: CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

_____ 18. FORM L: FEDERAL FUNDS TERMS AND CONDITIONS

_____ 19. FORM M: BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION AND DISCLOSURE OF LOBBYING ACTIVITIES

_____ 20. Budget Details (Forms A1 – 5 years and Form A1-a)
(Complete Form A1 for Years 2027, 2028, 2029, 2030, 2031)

_____ 21. BUSINESS DISCLOSURE STATEMENT

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Form H: Union County Insurance Requirements
Form I: NJ Business Registration Certification
Form J: Disclosure of Investment Activities in Iran
Form K: Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
Form L: Federal Funds Terms and Conditions
Form M: Byrd Anti-Lobbying Amendment Certification and Disclosure of Lobbying Activities
Form N: Acknowledgement of Receipt of Proposal Addenda
Form O: Americans With Disabilities Act
Form P: Business Disclosure Statement
Failure to Sign Below Will Disqualify Proposal
Budget Forms A1 and A1-a – Years 2027, 2028, 2029, 2030 and 2031
Proposal Submission Checklist

2026 UNION COUNTY CHILDREN'S SHELTER
COMPETITIVE CONTRACT SPECIFICATIONS

I. CONTRACT REQUIREMENTS

A. Rights Reserved

Upon the determination that its best interests would be served, the County of Union through the Department of Human Services reserves the right to:

- Cancel the RCCP process at any time;
- Amend these specifications at any time;
- Refuse to consider responses that do not conform with the specifications' requirements;
- Require a Proposer, at its expense, to submit written clarification to responses in any manner or format that the County may require;
- Require that any proposal submitted in response to these specifications, be retained by the County;
- Allow no additions or changes to the original response after the due date specified herein, except as may affect all proposers, or as specified in the evaluation criteria;
- Award in part, or reject any and all responses in whole or in part;
- Waive technical defects, irregularities and omissions; and
- Reject the response of any proposers in default with the County of Union of any prior contract or for misrepresentation of materials presented.

B. Rejection of Responses

The County of Union reserves the right to withdraw or cancel these specifications at its sole discretion at any time prior to execution of a contract, to reject any or all responses, or to waive any minor or non-mandatory technical deviations as it may deem fit and proper. The successful Proposer's response will become part of the contract. All responses shall be retained by the County of Union.

The County of Union reserves the right to obtain information from the Proposer regarding the ability of the Proposer to perform. Such information may be taken into consideration in evaluating the total proposal.

C. Incurring Costs

The County of Union is not liable for any costs incurred by the Proposer in the preparation, demonstration or presentation of responses to these specifications. The County of Union's total liability is limited to the terms and condition of the contract when executed.

D. Proposal Specifications

The County of Union reserves the right to amend the specifications prior to the date for response submission. Amendments will be advertised and will be sent to all organizations requesting copies of the specifications.

E. Offer of Gratuities/Integrity

The Contractor shall maintain the high standards of integrity in the performance of this contract and shall not take any action in violation of state or federal laws, regulations or other requirements that govern contracting with the County of Union or the State of New Jersey. The Contractor shall not, in connection with this or any other agreement with the County of Union, directly or indirectly, offer, confer or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of known legal duty by any governmental official or employee.

By submission of a response, the Contractor certifies that no gratuities of any type were either offered to or received by any elected or appointed official or employee of the County of Union or the State of New Jersey or its political subdivision in connection with this procurement from the Contractor, the Contractor's agents or employees or subcontractors. If this prohibition is violated, any contract arising from these specifications may be terminated by the County.

F. Representation

The Contractor, by responding to these specifications and any subsequent solicitation made under this offering, certifies and represents that it has not violated any of the provisions stated herein.

II. TERMS AND CONDITIONS

A. Contract Administrator

The County will designate an individual to act as the contract administrator. The contract administrator shall be the single authority to act for the County of Union under the contract, unless otherwise agreed to by all parties. Whenever written notice to the Contractor is required by the terms of the contract, such notice must be signed by the contract administrator, or in that individual's absence or inability to act, such notices shall be signed by the contract administrator's designee.

B. Subcontracting

Except as provided in this contract, no contract shall be made by the Contractor with any other party for furnishing of the work or services herein contracted for without the consent and approval of the contract administrator. Each contract entered into between the Contractor and a subcontractor shall be provided to the contract administrator for review and approval, however, this provision does not require the approval of contracts of employment between the contractor and employees assigned for services hereunder.

C. Independent Capacity of the Contractor

In the performance of this contract, the Contractor, its officers, employees, representatives, agents or subcontractors will act as independent contractors and not as officials, agents or employees of the County of Union. It is expressly understood and agreed that the Contractor and its officers, employees, representatives, agents and subcontractors, shall in no event, as a result of the contract, be entitled to any benefit to which Union County employees are entitled, including but not limited to, overtime, retirement benefits, worker's compensation benefits and injury leave or other leave benefits.

D. Funding

The obligations of the County of Union under this contract are contingent upon the availability of funding as specified herein. No work shall be performed until the Contractor has received assurances that sufficient funds exist. If funding is not authorized or approved, such events will not constitute a default. The County agrees to notify the Contractor in writing if funding is not approved at the earliest possible time.

All funds will be awarded on a reimbursement basis in accordance with New Jersey Payment Statutes N.J.S.A.40A:5-16 et seq.

E. Indemnification

a. To the fullest extent permitted by law, the Contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend and hold harmless the County of Union, its Board of County Commissioners, officers, directors, employees, contractors, and agents and volunteers from and against Contractor's breach of this contract (including attorney's fees), and any and all third party claims demands, suits, actions, recoveries, judgments and costs and expenses (including attorney's fees), in connection with this contract which shall arise from or result directly or indirectly from the work, services, and/or materials supplied under this contract by the Contractor, its employees, officers, agents, subcontractor and representatives.

b. The Contractor further agrees that this indemnification includes, but is not limited to: claims and damage to property and bodily injury, sickness, disease

or death to persons or injury to or destruction of tangible property, including the work itself, and the loss of use resulting therefrom, or the loss of use of tangible property, and claims of infringement of intellectual property rights, which has not been physically injured or destroyed, which may arise out of or be caused by the negligent actions, activities, omissions and/or willful misconduct of the Contractor, its employees, officers, agents, subcontractors and representatives, in connection with the performance of the work and/or services as outlined in this contract.

c. The Contractor's indemnification and liability under subsection (a) is not limited by, but is in addition to the insurance obligations herein.

d. The Contractor's duty to defend the County shall arise at the beginning of any claims made against the County.

F. Early Termination

Without Cause – This contract or a portion of this contract may be terminated by the County of Union for any reason upon a thirty (30) day notice, for any reason whatsoever. Any such termination shall be affected by delivery to the Contractor of a Notice of Termination specifying which portion of this contract is terminated and the date on which termination becomes effective. In no event, however, shall the Contractor be paid for loss of anticipated profits or consequential damages.

In the event the contract is terminated all finished and unfinished documents, data, studies and reports prepared by the Contractor under this Agreement shall, at the option of the County, become the County's property and the Contractor shall be entitled to reimbursement for any satisfactory work or services completed.

With Cause – The County may, by written notice of default to the Contractor, and without prejudice to any other right or remedy, terminate this contract under any one of the following circumstances if the Contractor does not cure such default within a period of ten (10) days (or such longer periods as the County may authorize in writing) after providing notice to the Contractor specifying such failure:

a. If the Contractor refuses or fails to supply services called for in this contract or fails to meet any criteria defined in the contract;

b. If the Contractor disregards laws, ordinances, rules, regulations or orders;

c. If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms;

d. If the Contractor files a petition in bankruptcy, becomes insolvent, ceases its operation, makes an Assignment for the Benefit of Creditors or any similar action that affects the rights, affairs or property of the County.

In the event, the contract is terminated, all finished and unfinished documents, data, studies and reports prepared by the Contractor under this contract shall, at the option of the County, become the County's property and the Contractor shall be entitled to reimbursement for any satisfactory work or services completed.

The Contractor acknowledges and agrees that the Children's Shelter is designed primarily to assist the human service needs of youth with an immediate and urgent need for Shelter Home services, in compliance with New Jersey laws and mandates. Therefore, failure to promptly and efficiently perform has serious ramifications and does not constitute satisfactory performance and so does not meet the County's needs.

Therefore, **the Contractor and its surety** acknowledge that prompt and complete performance of all of the services required is critical, and in the case of failure to provide, termination shall begin promptly on the day after the termination date specified in the notice by the County, and **surety specifically acknowledges its duty and responsibility** to provide for substitute performance in the event of such termination.

The surety will provide for substitute performance, irrespective of whether the cost of providing such exceeds the contract price called for in this Contract. If the surety does not promptly perform, and the County arranges for substitute performance, the Contractor and the surety will be liable for any excess costs occasioned thereby. Contractor and its surety will be responsible for all damage or loss sustained by the County as a result of the Contractor's breach of contract.

G. <u>Contractor Liability upon Termination</u>

The County shall hold the Contractor liable for actual damages permitted under the laws of New Jersey arising out of or resulting from the termination of the contract.

The County may also hold the Contractor liable for all incidental and consequential damages permitted under the laws of New Jersey arising or resulting from termination of the contract.

H. <u>Rights and Remedies</u>

The rights and remedies of the County shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

I. County of Union Recovery

In the event the County of Union is required to undertake any legal action to enforce its rights and remedies under the contract, the County of Union shall be entitled to recover reasonable attorney's fees and costs in the event the County prevails against the Contractor.

J. Inspection and Audit

The Contractor agrees that the County of Union shall have the right to examine any of the Contractor's records that are directly related to this contract. The Contractor shall preserve books, documents and records for a period of five (5) years from completion of the contract. During the term of the contract, all information by the Contractor in the performance of this contract will be made available to the County of Union immediately upon demand. If requested, the Contractor shall deliver to the County of Union the background material prepared or obtained by the Contractor relating to the performance of this contract. Background material is defined as original work papers, notes and drafts prepared by the Contractor and all data related to the services being rendered, including electronic data processing forms, computer programs, computer files, pamphlets and other literature.

The County of Union or its authorized representatives shall at all reasonable times have the right to enter the premises or such other places where supplies to be provided under the contract are being stored, to inspect, monitor or otherwise evaluate the work or services being performed. If the County of Union desires to inspect work on the Contractor's premises, the County of Union will abide with all reasonable security procedures.
All inspections and evaluations shall be performed in such a manner that will not unreasonably delay work.

Pursuant to N.J.A.C. 17:44-2.2, the vendor shall maintain all documentation related to products, transactions or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the NJ Office of the State Comptroller upon request.

K. Assignment or Transfer

The Contractor may not assign, transfer, convey or otherwise dispose of this contract to any third party or entity, and this contract may not be involuntarily assigned or assigned by operation of law without prior written consent of the County of Union, which consent shall not be unreasonably withheld. Any attempted assignment in contravention of this contract shall be null and void as to assignor and assignee.

The County of Union reserves the right to assign or transfer the contract to any person, office or entity as it deems appropriate.

L. Cooperation with Other Contractors

The County of Union may undertake or award supplemental contracts for work related to this contract, or any portion thereof. The Contractor shall cooperate with such other contractors and the County of Union in all such cases. All subcontractors will be required to abide by this provision as a condition of the contract between the subcontractor and the Contractor.

M. Right to Reject Contractor's Employees

With respect to the operation of the program, the County of Union shall retain the right to reject any of the Contractor's employees whose qualifications in the County's judgment are insufficient or whose job performance is unsatisfactory. In considering the Contractor's employee's qualifications, the County of Union will act in good faith and not unreasonably. The Contractor will provide two-week written notice to the County of Union prior to removing or replacing the Shelter Director or Assistant Director which shall include documentation of the experience and qualifications of the proposed replacement, as a condition of this contract.

N. Compliance to Laws and Procurement of Permits and Licenses

Any contract entered into between the proposer and the County of Union must be in accordance with and subject to compliance by both parties with all relevant State, Federal, Local Laws including, but not limited to, the New Jersey Local Public Contracts Law. The Contractor shall sign and acknowledge such forms and certificates as may be required by this section.

It is understood and agreed that should N.J.S.A. 10:2 1 et seq.; N.J.S.A. 24:10 57.1 and N.J.S.A. 57.2; 34:11 56.25; N.J.S.A. 40A:11 18 or N.J.S.A. 52:33 1, together with any amendment or supplement thereto, be applicable to this contract and should said statute(s) not be complied with, then this contract shall be voidable at the option of the County.

The Contractor will procure, at its expense, all licenses, authorizations, approvals, agreements and permits necessary to the fulfillment of its obligations under the terms of the contract.

O. Affirmative Action Requirement

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 et seq.

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color,

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency 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.

P. Governing Law

This contract shall be governed by and construed under the laws of the State of New Jersey. The Contractor irrevocably agrees that, subject to the County's sole and absolute election, any action or proceeding in any way, manner or respect arising out of this contract, or arising from any dispute or controversy arising in connection with or related to this contract, shall be litigated only in the courts having status within the State of New Jersey, and the Contractor consents and submits to the jurisdiction of Union County, New Jersey.

Q. Accounting Records

The Contractor shall maintain accounting records in a manner to enable the County of Union to easily audit and examine any books, documents, papers, and records maintained in support of the contract. Such records shall consist of sufficient documentation to support all invoices. All such documents shall be made available to the County at its request, and shall be clearly identifiable as pertaining to this contract. The County may, at its option, retain at its expense a certified public accounting firm of its own choice to conduct periodic audits.

R. Waiver

No term or provision hereof shall be deemed waived and no breach excused by the County unless such waivers shall be in writing and signed by the party claimed to have waived or consented to the term or provision.

Any consent by the County to, or waiver by the County of, a breach by the Contractor, whether express or implied, shall not constitute consent to, waiver of, or excuse for any different or subsequent breach.

S. Severability

If any provision of this contract or application thereof to any person or circumstance, is held invalid or unenforceable, such invalidity will not void the entire contract or affect other provisions or applications of this contract which can be given effect without the invalid provision or application; rather, the entire contract shall be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the parties shall be construed and enforced accordingly.

Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract.

T. Force Majeure

Neither party shall be liable for any damages for failure to perform its obligations under this contract if such failure arises out of causes beyond the control and without the fault or negligence of either party. Such causes may include, but are not restricted to terroristic acts, acts of God, acts of the County solely in its sovereign or contractual capacity, fires, floods, war, riot, insurrection, accidents, epidemics, pandemic, or other public health emergencies, quarantine restrictions, freight embargoes, industrial disturbances and unusually severe weather; but in every case the failure to perform must be beyond the control and without fault or negligence of either the Contractor or it subcontractor(s). When such a cause arises, either party shall notify the other immediately in writing of its failure to perform, describing the cause of failure and how it affects performance, and the anticipated duration of the inability to perform.

U. Entire Agreement

These terms and conditions, the mandatory minimum requirements, and the forms, proposals, and contract constitute the full and complete understanding of the parties hereto and supersede any prior understandings, representations or oral or written agreements between the parties.

V. Non-Discrimination Policy/Notice to Public

The Union County Children's Shelter, its programs and services are provided on a non-discriminatory basis without regard to race, color, or national origin in accordance with Title VI of the Civil Rights Act of 1964, as amended.

The Contractor do hereby agree to comply with the provisions of N.J.S.A. 10:2-1 through 10:2-4, N.J.S.A. 10:5-31 through 10:5-38 et. seq. (P.L. 1975, C. 127), dealing with discrimination in employment on public contracts and the rules and regulations promulgated pursuant thereunto are hereby made a part of this contract and are binding on the Contractor. The Contractor agrees that it will not discriminate against any employee who is employed in the work to be covered by any contract resulting from this RCCP because of color, race, creed, religion, national origin or ancestry.

W. Americans With Disabilities Act. - Equal Opportunity for Individuals with Disabilities

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Contractor is required to read the Americans with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The Contractor is obligated to comply with the Act and hold the County harmless.
As applicable, the Contractor must comply with all provisions of the Americans With Disabilities Act of 1990, as set forth below:

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and County of Union (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this contract. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this contract, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the contract or otherwise at law.

X. Insurance Requirements

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise

from or in connection with the performance of the services and/or work hereunder by the Contractor, its officers, officials, directors, employees, agents, representatives or contractors.

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Coverage on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. The County of Union, its officers, officials, directors, employees, agents and volunteers are to be covered as additional insureds.

2. Automobile Liability: Coverage for all owned, hired, or non-owned automobiles used in connection with this contract with limits no less than $2,000,000 per accident for bodily injury and property damage.

3. Workers Compensation Insurance: as required by the State of New Jersey, with Statutory limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident or bodily injury or disease.

4. Professional Liability (Errors and Omissions): Insurance no less appropriate to the Contractor's profession, with limit no less than $2,000,000 per occurrence or claim, $4,000,000 aggregate.

5. Sexual Abuse or Molestation (SAM) Liability: If the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than $2,000,000 per occurrence or claim.

6. Cyber Liability: Insurance with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this contract and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

7. Crime Insurance: Coverage with limits no less than $1,000,000 and must include employee theft and client coverage.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage as respects to the County of Union, its officers, officials, directors, employees, agents and volunteers.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County of Union.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the State with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County of Union.

Verification of Coverage

Contractor shall furnish the County of Union with Certificates of Insurance before work begins. The County of Union reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Claims Made Policies

If any coverage required is written on a claims-made coverage form:

- The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
- Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of contract work.
- If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of three (3) years after completion of contract work.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that

County of Union is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances
County of Union reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

THIS LANGUAGE MUST BE ADDED TO THE CERTIFICATE OF INSURANCE IN THE DESCRIPTION BOX:

The County of Union, its officers, officials, directors, employees, agents and volunteers are included as additional insured as required by contract with the County of Union. Coverage shall be on a primary basis as respects to the County of Union, its officers, officials, directors, employees, agents and volunteers.

Certificate Holder is:
County of Union
10 Elizabethtown Plaza
Elizabeth, NJ 07207

Y. Bonding

Contractor shall furnish a guarantee (bid bond) and performance bond in connection with all of its obligations under this contract. The guarantee (bid bond) shall be provided with the proposal. The performance bond shall be provided upon the award of a contract by the County of Union. **However, the Proposer is required to submit a Consent of Surety form (attached herein) completed by the surety company with its proposal** as evidence of the ability to provide a performance bond at the time of the contract award.

The Consent of Surety and bonds should reference **Operations of Union County Children's Shelter and the Proposal Opening date Thursday, November 12, 2026.** The bonds must be issued by an approved surety company under New Jersey law. The performance bond will ensure the County for the complete performance of all responsibilities by the Contractor under this contract for the full term of the contract. The performance bond will indemnify the County fully in connection with all aspects of these specifications.

Z. Open Public Records Act (OPRA)

Pursuant to the Open Public Records Act, N.J.S.A. 47:1A-1 et seq. (OPRA), all contract documents and information prepared by Contractor and received by the County in response to this RCCP will become the property of the County of Union. As such, said contract documents will be considered public information and will be available for review by individuals or agencies who request same from the County unless Contractor affirmatively allege an exception to OPRA applies. Prior to the execution of this contract, Contractor shall advise the County in writing if any of Contractor's contract documents or portions thereof are considered confidential and same shall be marked as such. In the event, a request is made under OPRA, Contractor shall be responsible to defend its position in the appropriate agency or court and Contractor shall indemnify, defend and hold the County harmless against any claims whatsoever, if the County denies access to such contract documents based on Contractor's request.

AA. Records

In accordance with N.J.A.C. 17:44-2.2, Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

III. INTRODUCTION AND SYSTEM OVERVIEW

The Union County Board of County Commissioners, through the Department of Human Services, is accepting proposals for the Union County Children's Shelter.

In 1974, the State of New Jersey mandated that each county provide temporary shelter for children at risk (N.J.A.C. 3A:53). The County of Union, through its Department of Human Services (DHS) seeks to contract out the operation of the Union County Children's Shelter. The shelter facility may be located within or outside Union County, New Jersey, but should be within approximately forty-five (45) minutes of the Union County Courthouse located at 2 Broad Street, Elizabeth NJ 07201, New Jersey, under normal driving conditions. A minimum of four (4) guaranteed beds are required for this 24/7/365 service that provides safe, non-restrictive, temporary shelter for Union County youth. Youth served under this contract will generally be between the ages of twelve (12) and seventeen (17), subject to the licensed or approved age range of the selected shelter facility. The County may utilize additional beds, up to a total of six (6), based upon need and availability.

Youth in need of shelter are referred by either the Union County Family Crisis Intervention Unit of the Union County Department of Human Services, Division of Youth Services, and/or the New Jersey Family Court. The Children's Shelter population is distinct from the Juvenile Detention population. Detention centers house juveniles in order to secure their presence at their Court hearing or to secure juveniles who pose a threat to themselves or the community at-large.

The Union County Children's Shelter includes transportation, education, food service, recreation, and all other 24/7 shelter operations. In addition, the Proposer must provide medical, dental and psychological services for youth.

The Union County Children's Shelter should be easily accessible to public transportation and school and must meet the licensing requirements of the New Jersey Department of Human Services. The Proposer is subject to all inspection, reporting and licensing standards as specified in *The Manual of Standards for Children's Shelter Facilities and Homes*. This manual may be found at:

https://www.nj.gov/dcf/documents/providers/licensing/laws/ShelterManual.pdf

The County of Union intends to award a contract for the operation of the Union County Children's Shelter for the period **February 1, 2027** through **December 31, 2027 (11 months)** with the option to extend the contract for 12-month periods, for up to four (4) additional years, effective with each January 1st.

The Proposer shall cooperate with the County and assure the most efficient, effective delivery of service, consistent with N.J. Department of Children and Families' guidelines. The overall administrator of the Union County Shelter will be the Union County Department of Human Services. Proposals must include a description of demonstrated experience in operating a residential program for youth.

The Proposer shall be capable of serving as the sole operator of the Union County Shelter, and not be listed on the debarred list, published by the State of New Jersey and the Federal government.

It is the Proposer's responsibility to provide services to youth as required by N.J.A.C. 3A:53. The Proposer shall operate the Union County Children's Shelter in accordance with the regulations set forth in Chapter 53 - *Manual of Standards for Children's Shelter Facilities and Homes*, New Jersey Department of Children and Families, Division of Youth and Family Services, including, but not limited to the following:

A. Legal authority

Under N.J.S.A. 2A:4A-20 et seq., the N.J. Department of Children and Families is mandated to inspect, evaluate and "specify" (approve) shelter facilities that are operated either directly or indirectly by a county government agency; and provide board, lodging or care primarily for children in juvenile-family crisis as defined by state law, who are awaiting court disposition or post-disposition action. In order to be eligible to provide care for children, a shelter facility shall demonstrate to the satisfaction of the N.J. Department of Children and Families or its duly authorized agent through such methods and procedures as may be prescribed that it complies with the rules and regulations as set forth in N.J.A.C. 3A:53.

Responsibility for ensuring that such shelter facilities comply with the provisions of the statutes is delegated by the N.J. Department of Children and Families to the Office of Licensing.

B. Definitions

1. "Office" means the Office of Licensing of the N.J. Department of Children and Families.

2. "Child" means any person who is under the age of 18.

3. "Children's shelter facility" or "shelter facility" or "juvenile-family in crisis shelter" means any public or private facility that provides 24-hour-a-day residential care to six (6) or more children in a non-physically restrictive environment for a period of time usually not exceeding thirty (30) days.

4. "Department" means the New Jersey Department of Children and Families.

5. "Juvenile-family crisis" means behavior, conduct or a condition of a juvenile, parent or guardian or other family member which presents or results in:

(1) a serious threat to the well-being and physical safety of a juvenile, or

(2) a serious conflict between a parent or guardian and a juvenile regarding rules of conduct which has been manifested by repeated disregard for lawful parental authority by a juvenile or misuse of lawful parental authority by a parent or guardian, or

(3) unauthorized absence by a juvenile for more than twenty-four (24) hours from his/her home, or

(4) a pattern of repeated unauthorized absences from school by a juvenile subject to the compulsory education provision of Title 18A of the New Jersey Statutes, or

(5) an act which if committed by an adult would constitute prostitution in violation of N.J.S.A. 2C:34-1 or any offense which the juvenile alleges is related to the juvenile being a victim of human trafficking.

6. "Manual of Standards for Children's Shelter Facilities and Homes" or "Manual of Standards" means the rules and regulations promulgated which shall constitute minimum requirements for children's shelter facilities and homes.

7. "Parent" means a parent, guardian, or any other person having responsibility for, or custody of, a child.

8. "Staff member" means any person employed by or working for or with a children's shelter facility on a regularly scheduled basis. This shall include full-time, part-time, voluntary and substitute staff, whether paid or unpaid.

C. Capacity and Location of Shelter Facilities

The Union County Children's Shelter shall be licensed to provide up to six (6) beds, with a minimum of four (4) guaranteed beds for Union County youth. The County may utilize additional beds, up to the total of six (6) beds, based upon the needs of the County and bed availability.

The shelter facility may be located within or outside Union County, New Jersey, but should be located within approximately forty-five (45) minutes of the Union County Courthouse located at 2 Broad Street, Elizabeth NJ 07201, New Jersey, under normal driving conditions. The shelter facility shall be reasonably accessible to public transportation and community resources.

The proposed location shall be subject to County approval, taking into consideration travel time, transportation accessibility, operational needs and the needs of the youth served. The shelter facility shall not be part of a detention, jail or other lock-up facility.

D. Approval Requirements

A shelter facility shall obtain approval from the Office of Licensing prior to establishment or operation. The Office of Licensing shall conduct an annual on-site physical inspection of the facility and a biennial comprehensive programmatic inspection of a shelter facility.

ADMINISTRATION

A. Statement of Purpose

The Union County Children's Shelter shall maintain on file a written statement of purpose for the shelter facility. The statement of purpose shall be reviewed by the shelter facility staff members and shall include a description of policies, purpose(s), objectives, services offered, eligibility requirements and financial agreements for the care and treatment of children.

B. Rights of Children

The shelter facility shall protect and ensure the rights of all children in accordance with N.J.A.C. 3A:53-2.2. The shelter facility shall prepare and provide or post a list of children's rights, maintain required acknowledgments of receipt, and establish written grievance procedures for children in accordance with the requirements of N.J.A.C. 3A:53-2.2.

C. Intake and Admissions Procedures

Each child placed in a shelter facility shall receive a medical examination within seventy-two (72) hours of placement, unless the child received a medical examination by a physician no more than thirty (30) days prior to placement and a written copy of the results of such examination is provided and kept on file. However, when the shelter facility suspects that a child is ill or carrying a contagious disease, the child shall be examined immediately upon admission.

If a medical examination is required immediately or within seventy-two (72) hours of placement, that examination may be conducted by a physician or a nurse. If the examination is performed by a nurse, the child shall receive a medical examination performed by a physician within ten (10) days following admission.

Upon the child's admission, the shelter facility shall obtain pertinent factual and identifying information including, at a minimum, the following:

- Child's name (and nicknames), gender, date of birth, religion, and race;
- Name, address, phone number, and relationship to the child of the person(s) with whom the child was living at the time of admission;
- Name, address, and phone number of the father, mother, resource family parent(s), or legal guardian(s), if different from above;
- Name, address, and phone number of the person to notify in an emergency;
- Names of siblings, their ages, and gender;
- School attended, grade level, and employer, if any;
- Name, address, and phone number of the person bringing the child to the shelter facility;
- Name of the placing agency, if any;

- Reason for placement of the child;
- Date(s) and length of stay of previous admissions and releases, if any; and
- Child's medical history, chronic conditions, past serious illnesses, allergies, and special diet.

Following admission to the shelter facility, each child shall be:

- Given or take a bath or shower;
- Provided with clean clothing;
- Given a secure place to store valuables;
- Informed of house rules and regulations; and
- Informed of fire exits and evacuation procedures.

Please note all resident information, statistics, documents and data are the property of County of Union.

D. <u>Reporting Requirements</u>

The Contractor will notify, via telephone, the Union County Department of Human Services within **one (1) hour** of any and all accidents or incidents, including, but not limited to, injury to staff or residents, fire, flood or other damage which threatens the habitability of the shelter. Following notification by telephone, a County accident/incident form will be completed within **twenty-four (24) hours** of such event. Police reports will be made as appropriate by the Contractor and provided to the County.

In addition to the notification requirements above, the shelter facility shall provide written notification to the County within **twenty-four (24) hours** following any of the following changes or events:

- Unanticipated temporary or permanent closure of shelter facility;
- Legal action against shelter facility/staff member which involves or affects any child or the operation of the shelter facility;
- Damage to the premises of the shelter facility caused by fire, accident or the elements; or
- Injury requiring hospitalization or action(s) resulting in the death of a child which occurred while the child was on the premises of the shelter facility or while in the care of shelter facility staff member(s).

E. Records

The County of Union requires access to the following records:

- Personnel
- Client Case Files
- Physical Facility and Life Safety Requirements – (It is the Contractor's responsibility to meet all local and state government physical facility and life safety requirements found in N.J.A.C. 3A:53, Subchapter 5 – Physical Facility and Life-Safety Requirements.)

F. General Requirements for Shelter Facilities

1. Records required to be maintained by the shelter facility shall be kept on file at the shelter facility.
2. Records shall be open for inspection by an authorized representative of the Office of Licensing and the Union County Department of Human Services.
3. The shelter facility shall ensure the confidentiality of records, in accordance with NJ State law. The shelter facility shall keep on file a written record for each child, which shall be retained for at least one (1) year following the discharge of the child.

The records shall include:

1. Identifying information, as specified in N.J.A.C. 3A:53-2.3(c);
2. Health information, as specified in N.J.A.C. 3A:53-2.3(a) and (c)11;
3. Educational documentation, as specified in N.J.A.C. 3A:53-4.5(e); and
4. Documentation regarding the opening of a child's mail at a shelter facility, as specified in N.J.A.C. 3A:53-4.14(c).

G. Staff Records for Shelter Facilities

The shelter facility shall keep on file a written record of every staff member working at the shelter facility. Staff records shall be retained for at least one (1) year following a staff member's separation.

Staff records shall include the following information:

- Name, address, and telephone number;
- Qualifications and references;
- Medical information, as specified in N.J.A.C. 3A:53-3.2;
- Dates of employment and prior work history;
- Documentation of completion of a Criminal History Record Information background check, as specified in N.J.A.C. 3A:53-3.8, and a Child Abuse Record Information background check, as specified in N.J.A.C. 3A:53-3.9;
- If terminated, date and reason.

H. Administrative Records for Shelter Facilities

Every shelter facility shall keep on file for at least one (1) year the following written records:

- A statement of purpose, as specified in N.J.A.C. 3A:53-2.1;
- A copy of the shelter facility's insurance coverage including Comprehensive Liability insurance and Fire insurance;
- Transportation records, if the shelter facility provides transportation, as specified in N.J.A.C. 3A:53-6.4;
- A record of the performance of required twice monthly fire/evacuation drills, as specified in N.J.A.C. 3A:53-5.4(d);
- A current copy of the Manual of Standards for Children's Shelter Facilities and Shelter Homes;
- Staff members' work schedules and time sheets;
- A record of in-service training programs for staff members, as specified in N.J.A.C. 3A:53-3.6(b);
- A shift log book, which allows every staff member to comment on the activities of his/her working shift on a daily basis;
- A medication log book, as specified in N.J.A.C. 3A:53-4.1(d);
- A record of signed parental consent or a record of the attempt to obtain such consent when a child is in need of medical or surgical care;
- A record of policies and procedures regarding discipline and control, as specified in N.J.A.C. 3A:53-4.12(a);
- A record of all incidents/accidents, recorded on an incident/accident report form, explaining all details of the incident/accident and any action(s) taken by the staff/administration;
- A record of a listing of approved visitors for each child, as specified in N.J.A.C. 3A:53-4.13(c);
- A record of the health procedures, as specified in N.J.A.C. 3A:53-4.1(a);
- A record of scheduled recreational activities, as specified in N.J.A.C. 3A:53-4.7(a);
- A record of menus of food served to the children for a period of not less than the past thirty (30) days;
- A record of signed parental consent for a child participating in fund raising, publicity, photographing and audio or audiovisual activities related to the shelter facility; and
- A list of the current membership of the governing body/citizens board, as specified in N.J.A.C. 3A:53-3.7(d).

STAFF REQUIREMENTS

A. Basic Information

Every shelter facility director and staff members shall:

- Be at least eighteen (18) years of age;
- Be of good character and reputation;
- Respect and understand children and be sensitive to and capable of meeting their needs;
- Have a capacity to work and confer with professionals, consultants, parents and community groups;
- Make a full disclosure of his or her background, experience, previous work, schooling, and arrests and criminal convictions, if any;
- Secure a Criminal History Record Information background check, as specified in N.J.A.C. 3A:53-3.8, and a Child Abuse Record Information background check, as specified in N.J.A.C. 3A:53-3.9; and
- Be in satisfactory physical, mental and emotional health to perform his or her job duties satisfactorily.

Every shelter facility shall have:

- An administrator who shall be responsible for the actual operation and management of the shelter facility. The administrator shall also designate staff to be in charge at all times during his or her absence and shall remain reachable via cell phone twenty-four (24) hours daily;
- A social service worker, who shall be responsible for developing and implementing the shelter facility's social service program;
- Licensed medical, licensed dental and psychological personnel on either a staff or consultation basis, including community providers, who shall be responsible for ensuring that the medical, dental and psychological needs of the children are met;
- Child care workers who shall be responsible for providing daily care and supervision of the children. Child care workers shall not be guards and shall be oriented and trained to work with children in a non-coercive manner;
- A staff member designated to direct and be responsible for providing food services. If the staff member is not a registered dietician, the shelter shall arrange to receive consultation from a registered dietician, who shall approve the menus; and
- Staff who shall be responsible for conducting everyday housekeeping and maintenance functions.

The Contractor shall make every effort to be sensitive to the cultural significance of all racial and ethnic populations by providing cultural competency training for staff. Further, the Contractor will make every effort to ensure that shelter staff reflect the diversity of the shelter population.

B. Health Requirements for Shelter Facility Staff

Tuberculin testing requirements:
Prior to or upon working for or with a shelter facility, each staff member who comes in contact with the children for at least one (1) full day a week shall take a Mantoux tuberculin skin test with five TU (tuberculin units) of PPD tuberculin and submit to the shelter facility written proof of the results of the test.

General Health Requirements:
Prior to working for or with a shelter facility, and at least once every three (3) years thereafter, each staff member who comes in contact with the children for at least the equivalent of one (1) full day a week shall submit a written statement from a physician that she/he is in good health and free from chronic or recurrent communicable disease. The initial statement shall be based on an examination conducted within the six (6) months immediately preceding such person's association with the shelter facility.

Any staff member who, upon examination, shows indication of a physical, emotional or mental condition that could be hazardous to a child, other staff or self or that would otherwise prevent satisfactory performance of duties shall not be assigned or returned to a position until the condition is alleviated to the satisfaction of the examining physician and the administrator.

Psychological Testing Requirements:
The psychological evaluation will include: a clinical interview; cognitive and academic skills testing; personality testing; and behavioral history.

Substance Abuse Panel:
A controlled substance abuse screening test will be administered to all employees to include the following: amphetamines; barbiturates; benzodiazepines; cocaine metabolites; marijuana metabolites; methadone; opiates; phencyclidine; and propoxyphene.

C. Personnel

The Contractor selected will be responsible for the employment and supervision of all employees necessary to operate the Union County Children's Shelter. Such responsibilities shall include employee recruitment, screening, selection, orientation, drug and alcohol testing, supervision, employee relations, evaluations, training and termination.

The County will require the Contractor to take action in response to complaints against employees' behavior and/or performance. Managerial action will include progressive discipline up to and including removal of the employee from the provision of service.

D. Qualifications for Shelter Facility Staff

Administrator:
The administrator of the shelter facility shall have a bachelor's degree from an accredited college or university and three (3) years of professional experience in the human services field, one (1) year of which shall have been a supervisory, administrative or clinical position; or have a master's degree from an accredited graduate school in one of the areas of study in the human services field, and two (2) years of professional experience in the human services field, one (1) year of which shall have been in a supervisory or administrative position or, if applicable, meet the civil service requirements for the position.

Social service staff:
All social service workers of a shelter facility shall have a bachelor's degree in social work or a related field from an accredited college or university and one year of professional experience in the human services field; or have a master's degree in social work or a related field from an accredited graduate school or, if applicable, meet the civil service requirements for the position.

Child care staff:
All child care workers of a shelter facility shall have a bachelor's or associate degree from an accredited college or university; or have a high school or high school equivalency diploma and one year of work experience involving the supervision of children in the human services field or, if applicable, meet the civil service requirements for the position.

E. Staff/Child Ratios for Shelter Facilities

A minimum of two (2) staff members shall be on duty at the shelter facility when children are present, except during sleeping hours when the shelter facility shall meet the requirements as specified below. Each shelter facility shall provide minimum staff/child ratios based on the number of children in residence at the shelter facility as stated below:

Child Care: During waking hours, the child care staff/child ratios shall be as follows:

Child Care Staff: 1
Number of Children: Up to 8

One senior staff member must be on-site or on-call at all times. During sleeping hours, shelter facilities with an average daily population of three (3) or fewer children shall have a minimum of one (1) child care worker on duty. Shelter facilities with an average daily population of more than three (3) children shall have a minimum of two (2) child care workers responsible for the supervision of the children.

Social Services: There shall be a minimum of one (1) social service worker at the shelter facility. Shelter facilities with a capacity of twelve (12) or fewer children may provide for social services on a part-time basis. The total social services hours provided shall amount to not less than twenty (20) hours of service per week. In shelter facilities with a capacity of twelve (12) or fewer children, the administrator may serve as a part-time social service worker provided she/he possesses the qualifications for the position.

F. Staff Development and Evaluation for Shelter Facilities

The shelter facility shall have a written annual evaluation for each staff member.

The shelter facility shall have continuing in-service training programs for all staff members. A record of such programs shall be kept on file. Training required will include, but not be limited to: (1) Adolescent Development; (2) Behavioral Health, including, but not limited to, substance abuse awareness and mental health crisis intervention; (3) Food Handling; and (4) First Aid, CPR, and Blood Borne Pathogens.

Within the first two (2) weeks of employment, every staff member shall be instructed on the following: emergency procedures, administrative procedures, child care supervision, disciplinary procedures, and the shelter facility's service programs.

The shelter facility shall ensure that every new staff member is accompanied in the performance of his/her duties by an experienced staff member(s) as part of an orientation program.

G. Governing Body for Shelter Facilities

The Union County Board of County Commissioners is the governing body for the Union County Children's Shelter.

H. Union County Youth Services Commission and Juvenile Expediting Team

By state mandate, the director of the Union County Children's Shelter shall serve as a voting member of the Union County Youth Services Commission.

The Contractor shall participate in the Union County Juvenile Expediting Team (UJET) meetings held weekly. The Contractor shall designate an appropriate staff member who is knowledgeable about the youth placed at the shelter to participate in UJET meetings and provide timely and accurate information regarding each applicable youth's adjustment, behavior, education, medical and behavioral health needs, services, incidents, and other information relevant to case planning and disposition.

The Contractor shall cooperate with the Union County Division of Children and Youth Services, the Family Court, the Youth Services Commission, and other UJET partners and shall provide information or documentation requested by the County in preparation for UJET meetings.

I. Criminal History Record Information Background Checks

As a condition of securing and maintaining a certificate, the facility shall ensure that a State and Federal Criminal History Record Information (CHRI) fingerprint background check, in keeping with P.L. 2003, c.186, is completed for each shelter facility director, staff member. If any person has a record of criminal conviction, the Union County Department of Human Services shall review the record with respect to the type and date of the criminal offense and make a determination as to the suitability of the person to receive a certificate or to administer, work at or reside in the facility, as applicable.

J. Child Abuse Record Information Background Checks

As a condition of securing and maintaining a certificate, the facility shall provide written consent to the New Jersey Department of Children and Families from each shelter facility director, shelter facility staff member, for a Child Abuse Record Information (CARI) background check to be conducted.

K. Background Check Procedures for New Jersey Facilities

Prior to operating the Children's Shelter or shelter home, the Contractor selected shall ensure that a request for a CHRI background check, as specified in N.J.A.C. 3A:53-3.8, and a CARI background check, as specified in N.J.A.C. 3A:53-3.9, is submitted for all persons identified in N.J.A.C. 3A:53-3.8(a) and 3A:53-3.9(a).

An individual shall not be left alone as the only adult caring for a child at the facility or home until documentation from the Department showing compliance with a CHRI check and CARI check for the individual has been received by the facility.

PROGRAM REQUIREMENTS

A. Health

- The shelter facility shall prepare and implement written procedures for medical and dental health services and psychological/psychiatric services, as needed, for all children in care.
- The shelter facility shall have immediate access to the services of licensed physicians and nurses on a 24-hour, seven-days-a-week basis to ensure that general health services are provided. Prescription medication shall be administered to a child by shelter facility staff members only when authorized by a physician.
- When any medication is administered to a child at a shelter facility, an entry shall be made in a medication log book, which shall contain the following information:
    1. Name of child receiving medication, whether prescription (including psychotropic medication) or non-prescription;
    2. Type of medication, dosage and intervals between dosages;
    3. Reason for medication;
    4. Time medication was administered;

5. Signature and title of staff member dispensing medication; and
6. Name of authorizing physician for prescription medication.

When serious accidents or illnesses occur to a child, the shelter facility shall take the necessary emergency action and the shelter facility shall notify the parent(s) immediately.

For children who are unable to provide for their own personal care and hygiene, the shelter facility shall properly bathe, groom and provide other necessary health and personal hygiene services to meet their needs. The shelter facility shall ensure that the children receive training in good habits of personal care, hygiene, and grooming appropriate to their age and gender.

The shelter facility shall provide personal hygiene items for all children. The shelter facility shall insure that medical supplies, including prescription and non-prescription medication are kept under lock and key and all outdated stocks and prescriptions no longer in use shall be disposed of safely.

B. Clothing and Personal Belongings

The shelter facility shall ensure that each child in care has adequate, clean, well-fitting and attractive clothing as required for health, comfort and physical well-being and as appropriate to age, gender, individual needs, community standards and season. The shelter facility shall ensure that each child's clothing is kept clean and in good repair. The shelter facility shall ensure that provisions are made for the protection of each child's personal property.

C. Food and Nutrition Requirements for Shelter Facilities

The shelter facility shall provide or arrange for the provision of three (3) nutritious meals a day (breakfast, lunch and dinner) and snacks from food that is selected, stored, prepared and served in a sanitary and palatable manner. Individualized diets and feeding schedules submitted to the shelter facility or home by the child's physician(s) shall be followed. A record of menus of the food served to the children shall be maintained for a period of not less than thirty (30) days.

D. Rest, Bedroom and Sleep

Any bedroom containing a single bed occupied by one (1) child shall provide a minimum of seventy (70) square feet of floor space, including space occupied by furniture. Any bedroom containing single beds and occupied by more than one child shall provide a minimum of seventy (70) square feet of floor space for the first child and fifty (50) square feet of floor space for each additional child, including space occupied by furniture. Any bedroom containing bunk beds or any combination of single beds and bunk beds shall provide fifty (50) square feet of floor space for each child, including space occupied by furniture. In addition to the minimum square footage requirements, any bedroom shall not be less than seven (7) feet in any dimension.

E. General Requirements for Shelter Facilities

Every child shall be provided with a standard household bed in sanitary condition. Every child shall be provided with sanitary bed linens that are changed weekly and a blanket or other suitable covering that is cleaned or replaced as necessary.

Two (2) or more children shall not share the same bed. Children shall not share the same bedroom with an adult. A child shall not sleep on a bed that another child has occupied unless the bed linens are changed.

Any bedroom occupied by children shall have natural light and ventilation provided by one (1) or more windows opening directly to the exterior. An unfinished attic or basement shall not be used for sleeping purposes. All rooms used as bedrooms shall not be used for any other purpose.

Each child shall be provided with a chest of drawers or other permanent arrangement for the storage of clothing and other personal belongings, including closet space or the equivalent.

F. Education

The shelter facility shall ensure that each school-age child's educational needs are assessed and that each child receives an appropriate educational program during placement. The **Contractor shall be responsible for providing educational services directly or through a contract for services arrangement.**

The Contractor shall ensure that each school-age child has regular access to educational instruction and adequate time, space, supervision and assistance to complete school assignments and other required educational activities. Educational programming shall be provided in a manner that minimizes disruption to the child's education during the period of shelter placement.

The Contractor shall cooperate with the Union County Division of Children and Youth Services, the child's school district, parent or guardian, and other appropriate parties to obtain assignments, educational materials and information necessary to support the child's continued educational participation and progress.

The Contractor shall maintain appropriate records regarding each child's participation in educational programming, including attendance and completion of assigned educational activities, and shall promptly notify the County of any significant concerns regarding a child's attendance, participation or educational needs.

The shelter facility shall provide children with reasonable access to computers, internet service and other materials necessary to participate in their educational program and complete assigned schoolwork.

G. Social Services Requirements for Shelter Facilities

The shelter facility shall have a social services program that includes such services as individual and/or group counseling; coordination of contacts between the child and his/her family; and, liaison services with community provider agencies and the family court.

H. Recreation

The shelter facility shall provide a balanced recreational program, including athletics, social and leisure time activities and shall keep on file a written monthly schedule of recreational activities. The shelter facility shall provide indoor and outdoor space to enable the children to participate in recreational/physical exercise. The shelter facility shall contain living or recreation rooms for the informal use of the children and their guests.

I. Religious Requirements for Shelter Facilities

Every child shall be afforded the opportunity to participate in religious activities and services in accordance with his/her own faith or with that of his/her parent(s). Every child shall be permitted to attend religious activities and services in the community. The shelter facility shall arrange for or directly provide transportation for any child who wishes to attend religious activities and services. The shelter facility shall not coerce or require children to participate in religious activities but may encourage them to do so.

J. Work and Employment

Children shall not be responsible for duties assigned to staff members but may be required to perform work assignments in the shelter facility that have an instructive value, including such tasks as normal household chores. However, work assignments shall not interfere with regularly scheduled program activities.

K. Routines and House Rules for Shelter Facilities

The shelter facility shall prepare and post in a location of prominence within the building a listing of rules governing the routines of daily living in the shelter facility.

L. Discipline and Control

The shelter facility shall have written policies and procedures regarding discipline and control, which shall be maintained on file, explained and be made available to all children, parent(s), guardian(s) and staff members. The discipline, control or supervision of the children in a shelter facility shall be the responsibility of the staff members and that responsibility shall not be delegated to the children. Disciplinary practice of shelter facility staff members or shelter home parents shall be designed to assist the children in developing self-control and an ability to conform to accepted levels of social behavior. A child's rights in a shelter facility shall never be removed or discontinued for purposes of discipline, control or punishment; however, the deprivation of a child's privileges may be used as a disciplinary technique. The shelter facility shall prohibit the following types of punishment:

- Any type or threat of physical hitting or any type of corporal punishment inflicted in any manner upon the body;

- Forced physical exercise or forcing a child to take an uncomfortable position;
- Group punishment for misbehaviors of individuals;
- Punishment that subjects the child to verbal abuse, ridicule, humiliation or other forms of degradation;
- Deprivation of meals, sleep, mail, clothing appropriate to the season or time of day, verbal communication, family visits and/or other basic rights;
- Mechanical, chemical or excessive physical restraint;
- Assignment of unduly physically strenuous, harsh work; and
- A shelter facility shall not isolate a child in a behavior management room.

M. Visitation

The shelter facility shall establish regular visiting hours for approved visitors. In addition, the shelter facility shall make provision for visitation for approved visitors unable to visit during the regular visiting hours.

N. Mail and Telephone Communications

There shall be no restriction on the amount of mail a child at the shelter facility is permitted to send or receive. Incoming and outgoing mail for or from any child at the shelter facility or home shall not be withheld or read by any shelter facility staff member or shelter home parent. A shelter facility staff member may open parcels and letters only if s/he suspects that the contents contain contraband and then only in the presence of the child sending or receiving the parcel or letter and another staff member.

A telephone shall be made available for use by the children in the shelter facility or home. Each child in a shelter facility or home shall be permitted to make and receive a reasonable number of telephone calls. Telephone calls made or received by a child shall not be monitored.

O. Firearms/Weapons Prohibition

The shelter facility shall not maintain any firearm, chemical or other weapon within or on the grounds of the shelter facility. The shelter facility shall prohibit any staff member or child to possess any firearm, chemical or other weapon within or on the grounds of the shelter facility.

P. Search and Seizure Requirements for Shelter Facilities

1. **Search procedure for a weapon(s):** A shelter facility staff member shall be permitted to frisk search (surface search of outer clothing) a child only when there is reasonable suspicion that the child is in possession of a weapon(s). A shelter facility staff member shall be prohibited from reaching into a child's pockets unless the frisk search indicates that there is reasonable belief that the child is in possession of a weapon(s). The shelter facility shall complete and keep on file an incident/accident report for every incident involving the frisk searching of a child.

2. **Search procedure for illegal drugs or contraband**: A shelter facility staff member shall be prohibited from frisk searching a child who is suspected of possessing illegal drugs or contraband. A shelter facility staff member who has reasonable suspicion that a child is in possession of illegal drugs or contraband shall request that the child voluntarily empty a garment pocket(s), a bag, a purse or other such items within a child's possession or control. If the child complies with the request, the shelter facility staff member shall inspect all items that are in plain view. The staff member shall be prohibited from conducting an exploratory search of another garment pocket(s) or other compartment(s) of a bag or a purse without the voluntary permission of the child. If a child refuses a voluntary request to empty a garment pocket(s), a bag, a purse or other such item, the shelter facility staff member shall summon a law enforcement officer to conduct a lawful search of the child. A shelter facility staff member shall be prohibited from strip searching a child for any reason.

PHYSICAL FACILITY AND LIFE-SAFETY REQUIREMENTS

It is the Contractor's responsibility to comply with all applicable local and State physical facility and life-safety requirements, including the requirements set forth in N.J.A.C. 3A:53, Subchapter 5 – Physical Facility and Life-Safety Requirements.

A. Facility Maintenance

The Contractor shall be responsible for all facility maintenance and repairs at the shelter site and shall ensure that the facility, grounds, furnishings, equipment and life-safety systems are maintained in a safe, sanitary and operable condition at all times. Any condition that presents a health or safety risk to children or staff shall be addressed promptly.

TRANSPORTATION REQUIREMENTS

A. Vehicle requirements

Vehicles used for transportation of children shall be in conformity with state motor vehicle law(s) and/or regulations. Vehicles used for transportation of children to or from school, school-connected activities, day camp, summer day camp, or any other activities, shall meet the vehicle requirements for such vehicles. Vehicles used for transportation of children shall be maintained in safe operating condition and shall be properly registered and have a currently valid inspection sticker issued by the New Jersey Motor Vehicle Commission.

The Contractor shall be responsible for arranging appropriate transportation for children as necessary. When circumstances require law enforcement involvement or assistance, the Contractor shall contact the appropriate law enforcement agency and shall notify the Union County Division of Children and Youth Services in accordance with County reporting requirements.

B. Driver Requirements

The driver of a vehicle used for the purpose of transporting children shall possess a valid driver's license for the type of vehicle being operated. The driver shall not transport more persons, including children and adults, than the designated capacity of the vehicle.

C. Safety Practices

Children shall never be left unattended in a vehicle. Children shall be loaded and unloaded from the curbside of the vehicle. The interior of each vehicle shall be maintained in a clean and safe condition, with clear passage to operable doors. All persons in the vehicle shall be secured in seats with safety belts in accordance with applicable law. There shall be no standees in any vehicle transporting children.

D. Transportation Records

The shelter facility shall keep on file the name of each driver and a copy of the driver's valid driver's license. These records shall be made available upon request to the New Jersey Department of Children and Families, Office of Licensing, and the Union County Department of Human Services.

IV. CONTRACTOR BUSINESS REGISTRATION CERTIFICATE

Pursuant to N.J.S.A. 52:32-44, the County is prohibited from entering into a contract with an entity unless the Contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury. Prior to contract award or authorization, the Contractor shall provide the County with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the County prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

The Contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the Contractor with a valid proof of business registration.

The Contractor shall maintain and submit to the County a list of subcontractors and their addresses that may be updated from time to time.

The Contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State.

Any questions in this regard can be directed to the Division of Taxation at (609) 292-6400. Form NJ-REG can be filed online at http://www.state.nj.us/treasury/revenue/busregcert.shtml.

Before final payment is made under the contract, the contractor shall submit to the County a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Proof of business registration shall be:

- A copy of a Business Registration Certificate issued by the Department of the Treasury, Division of Revenue; or
- A copy of the web version provided by the NJ Division of Revenue, or Register online at http://www.state.nj.us/treasury/revenue/busregcert.htm. Click the "online" link and then select "Register for Tax and Employer Purposes or call the Division at 609-292-1730. **Note: A NJ Certificate of Authority is not acceptable.**

Failure to submit proof of registration of the Proposer or any subcontractor named in the proposal prior to the award of contract shall be cause to reject your proposal.

Failure of the Proposer or any subcontractor named in the proposal to be registered prior to the receipt of proposals is cause for a MANDATORY REJECTION OF PROPOSALS. (A NON-WAIVABLE DEFECT). This covers construction as well as non-construction proposals/bids.

IN ADDITION:

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

1. The Contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the Contractor;
2. Subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business

registration and subcontractors shall collect such proofs of business registration and maintain them on file;

3. Prior to receipt of final payment from a contracting agency, the Contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers or attest that none was used; and

4. During the term of this contract, the Contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit, to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

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

IV. ESTIMATION OF PROPOSAL PRICE

The Contractor shall satisfy all service requirements for the period February 1, 2027 – December 31, 2031. Proposal prices are to be submitted on a per diem basis. **The per diem rate will be the cost per bed day.**

VI. BILLING

The County of Union will make payment to the Contractor on a monthly basis based upon the contractual per diem rate multiplied by the total number of calendar days in the previous month and multiplied by four (4) guaranteed beds. The Contractor shall be paid the applicable per diem rate for four (4) guaranteed beds regardless of whether those beds are occupied.

When more than four (4) beds are utilized, the Contractor shall be paid the applicable per diem rate for each additional bed actually occupied, up to a total of six (6) beds, subject to bed availability. Payment for any additional beds shall be limited to the actual day(s) the bed is occupied.

The contractual per diem rate shall include all staffing, supervision, programming, services, supplies and other costs necessary for the Contractor to meet the requirements of this RCCP and the Contractor's accepted proposal. Payment of the guaranteed bed rate does not relieve the Contractor of its obligation to provide all required services or to maintain the staffing, services and operational requirements included in its accepted proposal.

The Contractor shall bill the County monthly, by County Purchase Order, no later than the fifth business day of the month following the month in which services were rendered. The County will require that all management reports be submitted in a timely fashion and deemed acceptable prior to making payment to the Contractor.

Monthly Management Reports
These reports must contain all required statistics. The Union County Department of Human Services will work with the Contractor on the design and content of the reports. No invoices will be processed until these reports are received and accepted by the County.

VII. PROGRAM REQUIREMENTS

A. Program Oversight

The Contractor shall provide day-to-day oversight of the program. The County shall monitor and evaluate the financial, programmatic, operational, and life-safety elements of the program, including compliance with the requirements of this RCCP and the Contractor's accepted proposal.

Management meetings shall be held between the County and the Contractor as necessary. The County may conduct site visits to monitor activities and services being provided on its behalf and to assess compliance with contractual requirements. The Contractor shall cooperate with such monitoring and provide access to applicable records, documentation, staff, and areas of the facility as permitted by law.

The Contractor shall also comply with all applicable State licensing, inspection, and monitoring requirements.

B. Required Equipment

The Contractor shall provide and maintain sufficient telephone, utility, internet, and other equipment necessary for the safe and effective operation of the shelter facility.

The shelter facility shall maintain reliable telephone service and high-speed internet access with Wi-Fi connectivity throughout appropriate areas of the facility. Internet and Wi-Fi service shall be sufficient to support program operations, communication with the Union County Department of Human Services and other authorized agencies, and the educational needs of youth placed at the shelter.

The Contractor shall maintain sufficient computers, printers, scanners, and other equipment necessary for administrative functions, electronic communication, recordkeeping, reporting, and the provision of required services.

The Contractor shall ensure that youth have reasonable access to computers and internet service necessary to complete school assignments and participate in educational programming, subject to appropriate supervision and the shelter facility's policies.

VIII. COMPETITIVE CONTRACTING REQUIREMENTS

A. Competitive Contracting Timeline

06/22/06	Passage of Resolution 2006-628 by Board of Chosen Freeholders authorizing the use of competitive contracting for Union County Shelter
10/20/26	Notice of Availability of Request for Competitive Contract Proposals/Available to download
10/30/26	Last day for Request for Competitive Contract Proposal questions
11/13/26	Deadline for proposal submission – 11:00 A.M. (proposals must be received in a **sealed package** by Division of Purchasing staff on or before the deadline – 1 original, 7 copies and 1 electronic copy of the Word and Excel application forms with the required scanned attachments on a CD or Thumb Drive): County of Union – Purchasing Division -2nd Floor Attention: Michelle Hagopian, Assistant Director of Purchasing 10 Elizabethtown Plaza, Elizabeth, NJ 07207
11/13/26	Public Opening of Proposal Packets – 11:00 A.M.
11/13-11/20/26	Evaluation Period
12/10/26	Board of County Commissioners meeting – anticipated contract award by resolution; subsequent Notice of Award to be published by Clerk of the Board
12/11/26	Anticipated Official Award Notification
02/01/27	Services Commence

B. Submission of Proposals

Proposals must be received at the location on or before the date and time listed below. ***No exceptions will be made.***

11:00 A.M. Friday, November 13, 2026
Attention: Michelle Hagopian, Assistant Director of Purchasing
County of Union
Purchasing Division
Union County Administration Building – 2nd Floor
10 Elizabethtown Plaza, Elizabeth, NJ 07207
Attention: RCCP #7-2026
UNION COUNTY CHILDREN'S SHELTER

One (1) original paper hard copy, seven (7) paper copies, and one (1) electronic copy of the Word and Excel application forms with the required scanned attachments on a Thumb Drive submitted in a sealed package.

C. Proposal Review and Evaluation Process

The Union County Department of Human Services will convene an Evaluation Committee to review and evaluate each proposal on the basis of the Competitive Contract Specifications criteria. Following its review process, the Department will forward its recommendations for approval and contract award by the Union County Board of County Commissioners.

D. Criteria for Award of Contract and Proposal Responses

Below are the Criteria for awarding the Union County Children's Shelter Services Contract for February 1, 2027 – December 31, 2027. These criteria represent the factors that will be utilized by the Union County Department of Human Services and the Evaluation Committee to evaluate proposals to determine the successful contractor.

All criteria will be assigned point values; some will be weighted more heavily than others. Total scores are an important part of the review process although other factors will be considered.

Criteria for Award:

1.	**Letter of Transmittal**	**5 points**
2.	**Qualification Questionnaire**	**200 points**
3.	**Financial Information**	**75 points**
4.	**Other Information**	**20 points**

Total Potential Points **300 points**

1. Letter of Transmittal Total: 5 points

The letter of transmittal shall be bound at the front of the proposal submission and should contain only the following items:

- Identification of the offering organization, including name, address, telephone number and fax number
- Name, title, address, telephone number and fax number and e-mail address of contact person during period of proposal submission evaluation
- A statement to the effect that the proposal shall remain valid for a period of not less than eighty (80) days from the date of submission (through effective date of contract).
- Total Proposed Price for Year 2027 (11 months) through Year 2031 (must match Proposal Cover Page or points will be deducted).
- Signature of the person authorized to bind the proposing organization to the terms of the specifications, with corporate seal affixed. If the signatory is other than the President or Chief Executive Officer of the organization, please include a copy of the corporate resolution authorizing this signatory.

2. Qualification Questionnaire (a. - e.) Total: 200 points

The following items must be addressed. Proposers should be fully responsive to these Specifications.

a. Experience and Qualifications: **(50 points)** Provide a brief description of your organization, stating:

- Your Organizational Structure (include an Organizational Chart)
- Location of satellite offices
- Number of Personnel by Discipline
- Name of Organization, Names of Officers and Board Members, Address, Telephone Number
- Major Functions of the Organization
- Organization's History including the number of years in existence

Describe your organization's history and background in providing this type of service. Provide a list of three (3) contacts, for which your organization

provided services or have knowledge of your services within the past four (4) years.

Note: The organizations listed as contacts will be contacted by the County of Union for references.

b. Staffing: **(45 points)** Provide a list of all staff in all job categories and describe the number of employees in each category **to be involved with the Union County Children's Shelter**, in compliance with these Competitive Contract Specifications. Include an Organization Chart (with reporting relationships), staff qualifications, resumes and job descriptions. Describe how staff is adequate to meet the anticipated service demand and how your organization will ensure quality service will be delivered on a consistent basis. Describe ways in which employees are recruited, trained and retained. Provide a list of proposed annual staff training programs.

c. Management Plan (Support and Oversight): **(50 points)** Provide a comprehensive, detailed description of how the proposed service will be implemented and administered throughout the contract period. List all activities that are important and necessary to the implementation and ongoing delivery of services. Describe the proposed shelter location and how the location, staffing, management structure, transportation arrangements, access to education, medical and behavioral health services, and coordination with Union County will support the effective delivery of services to Union County youth. Describe how the proposed program will be fully operational and prepared to accept Union County youth by February 1, 2027.

d. Operating Procedures: **(35 points)** Provide narrative and description for this program to include:

- Operating Program
- Facility Maintenance Program
- Safety Program and Effectiveness
- Supervision
- Recordkeeping

e. Personnel Procedures: **(20 points)** Provide a description of the following procedures involving personnel:

- Employee Orientation and Training
- Accident/Incident Reporting Procedures
- Alcohol and Drug Testing Procedures
- Criminal History, Child Abuse and Background Check Procedures

3. Financial Information To Be Submitted (use attached forms)
Total: 75 points

a. **Proposal Cover Page** (use attached form)
The Proposer shall provide the proposed per diem rate for the initial contract period of February 1, 2027 through December 31, 2027 (11-month period), and for each of the four (4) 12-month extension periods for 2028, 2029, 2030 and 2031.

b. **The Proposer's Per Diem Rate** shall include all annual anticipated costs and expenditures in compliance with the standards set forth in the body of this contract, with itemized detail to be attached as supporting budget forms submitted with the proposal. The Proposer must include an itemized budget for each of the Five Years (2027 – 2031). The attached form may be modified to fit appropriate budget categories.

c. **Back-up Budget Forms A1 for Years 2027-2031 and Form A1-a**

4. Other Information to be Submitted Total 20 points

Points will be reduced and the Proposer may be disqualified for failure to submit all applicable items listed below.

- Three (3) references that may be contacted during the review process.
- Resumes and job descriptions of all staff dedicated to the contract.
- Organizational chart delineating the direct and indirect reporting relationships of all staff (may be represented in two charts if needed)

As well as:

- Proposal Submission Checklist
- Proposal Cover Page
- Form A: Consent of Surety
- Form B: Proposer Signature Page
- Form C: Statement of Ownership Disclosure
- Form D: Non-Collusion Affidavit
- Form E: Affirmative Action Requirement
- Form F: Affidavit of No Conflict of Interest
- Form G: Certification for Non-Debarment
- Form H: Union County Insurance Requirements
- Form I: New Jersey Business Registration Certification, if applicable

- Form J: Disclosure of Investment Activities in Iran
- Form K: Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
- Form L: Federal Funds Terms and Conditions
- Form M: Byrd Anti-Lobbying Amendment Certification and Disclosure of Lobbying Activities
- Form N: Acknowledgement of Receipt of Proposal Addenda, if applicable
- Form O: Americans With Disabilities Act Form
- Form P: Business Disclosure Statement
- Failure to Sign Below Will Disqualify Proposal

FORMS (available in separate file folder)

- Proposal Cover Page
- Form A: Consent of Surety
- Form B: Proposer Signature Page
- Form C: Statement of Ownership Disclosure – Place N/A if not applicable and submit form
- Form D: Non-Collusion Affidavit
- Form E: Affirmative Action Requirement
- Form F: Affidavit of No Conflict of Interest
- Form G: Certification of Non-Debarment
- Form H: Union County Insurance Requirements
- Form I: New Jersey Business Registration Certificate
- Form J: Disclosure of Investment Activities in Iran
- Form K: Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
- Form L: Federal Funds Terms and Conditions
- Form M: Byrd Anti-Lobbying Amendment Certification and Disclosure of Lobbying Activities
- Form N: Acknowledgement of Receipt of Proposal Addenda, if applicable.
- Form O: Americans With Disabilities Act
- Form P: Business Disclosure Statement
- Failure to Sign Below Will Disqualify Proposal
- Proposal Submission Checklist – must be submitted
- Forms A1 for Each Year 2027, 2028, 2029, 2030,2031
- Form A1-a