This RFP includes two additional attachments:

Blank Contract *(Microsoft Word format)*

Budget Forms *(Microsoft Excel format)*

County of Union

Department of Human Services
Division of Youth Services

Request for Proposals
Youth Services Commission
2027 State/Community Partnership Grant Funds
RFP # 24-2027

SUBMISSION DEADLINE 11/10/26

Announcement release: 10/15/26

PUBLIC NOTICE
COUNTY OF UNION
YSC- State/Community Partnership Grant Funds 2027
REQUEST FOR PROPOSALS (RFP)

Notice is hereby given that the County of Union will receive proposals on **Tuesday, November 10, 2026 at 11:30 a.m., EST**, in the Union County Administration Building, 2nd floor, 10 Elizabethtown Plaza, County Counsel Conference Room, Elizabeth, NJ for the program entitled:

YSC- State/Community Partnership Grant Funds 2027 – RFP #24-2027
January 1, 2027 – December 31, 2027

Proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.4.

The Request for Proposals ("RFP") may be obtained beginning Thursday, October 15, 2026 by registering and downloading at http://ucnj.org/vendor-opportunities/rfqs-and-rfps/current or via U.S. Postal Service upon written request.

Proposers should be aware that the County of Union may issue addenda to the RFP 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 proposer to be knowledgeable of any and all addenda related to this procurement. Therefore, interested parties should check the website throughout the RFP process for any updates.

Interested Proposers are ***strongly encouraged*** to attend the Technical Assistance Meeting scheduled for **10:00 a.m. EST on THURSDAY, October 22, 2026** via Zoom Meeting. Please RSVP to ysc@ucnj.org to access the Technical Assistance Conference via Zoom Meeting. The County prefers that questions are sent in advance of this meeting.

All questions regarding the RFP must be made in writing and submitted to ysc@ucnj.org. Written questions will be accepted through **4:00 p.m., EST, Thursday, October 29, 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 the late delivery by the U.S. Postal Service or any other carrier. No late proposals will be accepted. Proposals submitted by fax or email will not be accepted.

All information requested in the Request for 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 (Attention: RFP #24-2027-YSC-State/Community Partnership Grant Funds 2027), name and address of the proposer, phone and fax numbers, and date of proposal opening.** Each proposal must be delivered to the County of Union Department of Law prior to the stated time of the opening of proposals.

Proposals must be made in the form required by the specifications and **one (1) original paper hard copy and one (1) electronic copy of the Application Package, in Word and Excel application form, with the required scanned attachments on a Thumb Drive submitted in a sealed envelope to:**

Carolyn Sullivan Kropp, Esq.
County of Union
Office of the County Counsel
10 Elizabethtown Plaza, 2nd Floor
Elizabeth, NJ 07207
Attention: RFP #24-2027-YSC-State/Community Partnership Grant Funds 2027

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.
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.

COUNTY OF UNION
YSC- State/Community Partnership Grant Funds 2027
REQUEST FOR PROPOSALS (RFP)

The Union County Board of County Commissioners, through the Division of Youth Services of the Department of Human Services is accepting proposals for program services based on the New Jersey Youth Justice Commission Points of Continuum: Prevention, Diversion, Detention, Disposition and Reentry to address the service needs for youth who are at risk of entering the juvenile justice system and/or adjudicated delinquent of a juvenile offense. Successful applicants will be awarded a contract for a period 12 months with renewal option for two additional years. (January 1, 2027 through December 31, 2027) subject to funding availability at the sole discretion of the County of Union.

Eligibility for a contract through this solicitation is limited to those organizations that have demonstrated sufficient expertise and experience with a history of providing services for at risk youth and/or youth involved in the juvenile justice system. No Union County resident who meets the eligibility and legal requirements may be denied service based on the following: age, gender, national origin, race, creed, disability, or ability to pay.

***Proposal delivery is strongly encouraged to be made by Commercial Mail Carrier (USPS, FEDEX, UPS) so that tracking information is confirmed. Hand deliveries to the Administration Building will be received but without a receipt of confirmation, **no later than 11:30am on Tuesday, November 10, 2026**.
The County will not be responsible for late delivery by the U.S. Mail or any other carrier. **No** late proposals will be accepted. Proposals submitted by fax or e-mail **will not** be accepted. Proposals not received by County Counsel at or before the submission deadline will not be considered for funding.

The public opening of all proposals received will begin at 11:30 a.m. on Tuesday, November 10, 2026. Proposals must be made in the form required by the specifications and One (1) Original Paper hard copy and One (1) PDF electronic copy on a Thumb Drive must be delivered to reach Carolyn Sullivan Kropp, Esq., Office of the County Counsel, Union County Administration Building, 2nd Floor, 10 Elizabethtown Plaza, Elizabeth, New Jersey 07207. **Attention: "RFP #24-2027 – YSC-State/Community Partnership Grant Funds 2027"** prior to the stated time for the receipt of proposals.

Interested Proposers are strongly encouraged to attend the **Technical Assistance Meeting to be held for all interested Proposers on Thursday, October 22, 2026 at 10:00 a.m**. via Zoom.

All questions regarding the RFP must be made in writing and emailed to ysc@ucnj.org. Questions should be submitted no later than **Thursday, October 29, 2026** which is eight (8) business days prior to the deadline of the opening of the proposals on **Tuesday, November 10, 2026.** Written (letters or email) technical inquiries are requested so as to keep a written record of the questions received and responses provided.

The conditions and requirements of these specifications are intended to be open and non-restrictive for the purpose of obtaining adequate participation from interested applicants and uniformity on the submission of proposals. The County shall be the sole judge of the merits of all applications submitted.

INSTRUCTIONS TO PROPOSERS

1. All proposals shall be made with typewriter or printer. Proposals showing any erasure or alteration must be initialed by the Proposer in ink. Each original proposal must be signed in ink by the authorized signatory. **Handwritten proposals will not be accepted by the County and will be returned to the proposer.**

2. **Each proposal page must be numbered.**

3. Proposals will be considered only from organizations not listed on the debarred list published by the State of New Jersey.

4. To be eligible for funding consideration, all forms must be completed and the entire proposal package returned intact to Carolyn Sullivan Kropp, Esq., Office of the County Counsel, Union County Administration Building, 2nd Floor, 10 Elizabethtown Plaza, Elizabeth, New Jersey 07207, At the time mentioned in the Public Notice. Any proposal received after time and date specified will not be considered. **There will be no exceptions to this requirement.**

5. Determination of proposals to be funded will be the sole responsibility of the County of Union. The County of Union may make such investigation as it deems necessary to determine the ability of the proposer to provide the service. The County of Union reserves the right to reject the proposal if investigation of such proposer fails to satisfy the County of Union that such proposer is properly qualified to carry out the obligations of the Contract, and to complete work specified therein.

6. The County reserves the right to reject any and all proposals, or to waive any minor informality in the proposals, should it be deemed in the best interest of the County to do so.

7. Recommendation of award will be made to the Union County Board of County Commissioners within sixty (60) days after receipt of proposals unless extension(s) of time is (are) granted.

8. Successful Proposers will be paid monthly. Payments to the Contractor will be made upon the approval of vouchers submitted by the Contractor in accordance with the requirements of the County of Union and these specifications.

9. The Proposer must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the work to be done hereunder.

10. The contract shall be in effect from January 1, 2027 to December 31, 2027, with potential options for renewal for up to two (2) additional one-year periods pending state funding and county approval.

11. The proposer shall be familiar with and **submit the forms listed on the Documentation Checklist** with the proposal. ***Proposals that fail to include the forms indicated may not be considered*.**

12. The proposer shall review the **Criteria for Award of Contract and Proposal Responses,** and the **Documentation Checklist** and submit all items listed with the proposal. The proposal may include additional material deemed relevant by the proposer. However, proposals may be disqualified for failure to submit those items listed on the Documentation Checklist.

13. **NON-DISCRIMINATION**

The parties to this contract 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 them. The bidder agrees that it will not discriminate against any employee who is employed in the work to be covered by any contract resulting from this bid because of color, race, creed, religion, national origin or ancestry.

14. **AFFIRMATIVE ACTION REQUIREMENT**

REQUIRED AFFIRMATIVE ACTION EVIDENCE – General Requirements of P.L. 1975, c. 127.
You are hereby put on notice that:
All successful proposers must submit one of the following:

1. A photocopy of your Federal Letter of Affirmative Action Plan Approval.
2. A photocopy of your Certificate of Employee Information Report.
3. A completed Affirmative Action Employee Information Report (AA302)

If the successful applicant does not submit the affirmative action document, the County of Union will declare the application nonresponsive and award the contract to another proposer.

15. **OPEN PUBLIC RECORDS ACT [OPRA]**

Pursuant to the Open Publics Record Act, N.J.S.A. 47:A-1.1 et seq. (OPRA), all information and documentation received in response to this Request for Proposals will become the property of the County of Union. As such, your proposal will be considered public information and will be available for review by individuals or agencies who request same from the County unless you affirmatively allege an exception to OPRA applies. It will be your responsibility to defend your position in the appropriate agency or court. Redaction, as a means of preventing disclosure of sensitive information may be available if your proposal is requested pursuant to OPRA.

16. **BUSINESS REGISTRATION CERTIFICATE**

Business organizations or individuals doing business in New Jersey are required to register with the Department of Treasury, Division of Revenue. Registration is required to conduct most business with any state, county, municipal, local board of education, charter school, county college, authority, or college or university. The contracting agency may be required to have a copy of the "proof of registration certificate" as part of a public bid or prior to issuing a purchase order. **This requirement does not apply to non-profit organizations or governmental entities.**

YSC- State/Community Partnership Grant Funds 2027 INFORMATION PAGE

Program Objectives: The Youth Services Commission funding allocation of State Community Partnership and Family Court Services Grant Funds will provide program services for youth who are at risk of entering the juvenile justice system and/or who have been adjudicated delinquent based on the Youth Justice Points of Continuum: Prevention, Diversion, Detention, Disposition and/or Reentry Services. Services may overlap more than one point of the continuum.

Eligible Proposers: Limited to organizations that have demonstrated a history of providing services for youth and families involved in the juvenile justice system.
Note: All funded providers will be required to comply with all county and state programmatic and fiscal reporting requirements; participate in data reporting using the Juvenile Automated Management System (JAMS) and complete the Outcome Data, monthly updates & Statistical Reports.

Target Population: The primary population(s) to be served for UC Community Drop In Centers is defined by the Juvenile Justice Commission Points of Continuum: Prevention and Diversion for youth ages 10-18 years old, Grades 6-12 within the 21 school-districts in Union County. The population(s) to be served is based on the Juvenile Justice Commission Points of Continuum: Prevention, Diversion, Detention Disposition and/or Reentry Services, for youth ages 8 – 21 years, as designated in each point of continuum and may overlap based on need.

Eligible Activities: The eligible activities fall into the following categories: *delinquency prevention programs* designed to increase the likelihood that youth will remain free from initial involvement with the formal or informal juvenile justice system; *diversion programs* that offer first time or second time juvenile offenders an opportunity to avoid arrest and/or prosecution by providing alternatives to the formal juvenile justice system process; *detention programs* that provide secure custody for juveniles who are deemed a threat to the physical safety of the community and/or confinement is necessary to ensure their presence at the next court hearing (N.J.A.C. 13: 92-1.3); *disposition programs* that serve youth who are adjudicated delinquent and ordered to comply with specific sanctions, supervision and services as a consequence for their delinquent behavior; and *reentry services* that offer committed youth paroled from a YJC facility and/or juveniles disposed to a YJC program as a condition of probation the opportunity to foster successful reintegration of these juveniles into their communities.

For Union County Community Workshops (At minimum the 5 Topics below):

Workshops-6 rounds of 6-week sessions Curriculum. Options for police, station house adjustment, schools, communities, in lieu of detention or suspensions from school). Prevent youth from coming into the system or further into the system.

Boys Empowerment Week 1-Healthy Relationships & Boundaries 2-Emotional Regulation & Stress Management 3- Trauma Resilience and Coping Skills 4-Yoga and Meditation 5- How to advocate for yourself 6-Turning goals into a plan

Girls Empowerment Week 1-Healthy Relationships & Boundaries 2-Emotional Regulation &

Stress Management 3- Trauma Resilience and Coping Skills 4-Yoga and Meditation 5- How to advocate for yourself 6-Turning goals into a plan
"Safe Schools, Safe Communities: Youth Violence Prevention and Conflict Resolution Program"
Community and School Safety (bullying, weapons)-Conflict Resolution and Violence Prevention
Shoplifting/Theft Consequences Seminar
Social Media & Digital Decision Making

For Union County Community Drop-In Centers:
The Contractor shall establish Drop-In Centers for youth receiving services in the prevention and diversion categories. Proposals are being solicited for a Contractor to provide Community Based Programming in each of the four (4) communities (Hillside, Plainfield, Roselle and Rahway) listed in the RFP specifications. The Contractor must establish a Drop In Center in each community with services available 1-2 days each week, in accordance with the specifications.
The Contractor shall partner with nonprofit and other community-based services to establish SAFE SPACES from 3:30pm-6:30pm. The following activities shall be provided: snacks; Wi-Fi and computer availability to do homework; assistance with homework; access to a case manager on site; educational workshops, as well as recreational activities. The Contractor shall create opportunities for youth to interact with local representatives from police/fire agencies as well as other mentors.

For Performing Arts Services:
To expose youth to performing arts education providing at risk youth with creative outlets.

For Youth Development Services:
To equip youth and families with life skills groups, family recreational activities, resources, and support systems. Improve behavior and increase community engagement.

For Individual & Family Counseling:
To provide Union County youth with trauma-informed mental health counseling including emotional regulation and coping skills and various forms of therapy such as yoga, art etc. with a licensed clinician and their families in a community-based setting and/or via telehealth under extenuating circumstances.

For Educational Resource Center:
To provide **GED** and life skills preparation and peer group sessions for youth serving a term of probation and/or parole

For Substance Abuse Services:
To provide knowledge, support and treatment for substance abuse Through individual counseling, groups and school outreach presentation efforts.

For Sexual Offender Treatment Services:
In addition to therapeutic services adding additional Prevention Programming for school sexting/social media concerns through presentations/workshops in different locations as needed. To provide trauma-sensitive cognitive behavior therapy and sexual offender specific treatment services to at-risk clients and ADJ DEL who are involved in the juvenile justice system.

For Life Skills and Wellness Services:

To provide group and one-on-one mentoring, education (traditional school, college, trade) linkage, ca career and employment (including Resume building) search for youth ages 13-21 on probation and/or juvenile detention facility, Youth Justice Commission of CMO court ordered residential in Union County. Additional component includes transportation for all Union County court involved youth and youth on probation. If they are involved with DCP&P or CMO those services should be exhausted first.

Funding Requirements: Budget 12 months, January 1, 2027-December 31, 2027. Awarded recipients will be required to submit monthly staff and youth reports and sign-in sheets, quarterly narrative reports, intake and completion assessments on each participant in the Juvenile Automated Management System (JAMS); monthly fiscal and activity reports; and county quarterly data matrix on youth served in each program based on the Juvenile Justice Commission Points of Continuum as well as bi-annual outcome reports.

Proposal Funding Requests: The County of Union intends to fund one service provider for each program delineated in the Eligible Activities. A Proposer may apply for more than one service by submitting two separate proposals.
*Note: Grant funding allocations are subject to change at the sole discretion of the County of Union and based on the Juvenile Justice Commission allocation award for fiscal year 2027.

Total Funding Available: $640,143

Youth Services Commission 2027- State/Community Partnership Grant Fund Requests

MAXIMUM FUNDING REQUESTS PER SERVICE CATEGORY ARE AS FOLLOWS:

ELIGIBLE PROGRAM ACTIVITIES	***ACTIVITY AMOUNT***
PREVENTION & DIVERSION (4 Programs)	**$316,201.28** (Total Funding to be Allocated below):
Community Workshops	$50,000
UC Community Drop-In Centers	$155,797.85
Performing Arts	$57,913.71
Youth Development	$52,489.72
DISPOSITION (4 programs)	**$257,489.72** (Total Funding to be Allocated below):
Individual & Family Counseling	$90,000.00
Educational Resource Center	$62,489.72
Substance Abuse Services	$40,000
Sexual Offender Treatment Services	$65,000
DISPOSITION/DIVERSION/REENTRY SERVICES (1 Program)	**$66,452**
Life Skills and Wellness	$66,452.
RFP Total Allocation Amount:	**$640,143**

Funds outlined above are the maximum funding estimated to be received under the State Community Partnership Grant for 2027 based on the application by the County of Union to the Youth Justice Commission for the Points of Continuum: prevention, diversion, detention, disposition and reentry.

Proposal Format:	Proposers must present a Proposal Submission in accordance with these specifications.
Project Period:	**January 1, 2027 through to December 31, 2027** **with potential options for renewal for 2 additional one year periods pending State Juvenile Justice Commission and the County Of Union**
Technical Assistance Meeting:	**Tuesday, October 22, 2026 @ 10:00 A.M.**
Proposal Deadline:	**Tuesday, November 10, 2026 @ 11:30 A.M.**
Copies To Be Submitted:	One (1) original paper hard copy, and one (1) electronic copy of the Word and Excel application forms with the required scanned attachments on a Thumb Drive
Anticipated Award Notification:	**December 10, 2026**
Contact Person:	The contact person for all *inquiries** is: Carolyn Sullivan Kropp, Esq., Office of the County Counsel, Union County Administration Building, 2nd Floor, 10 Elizabethtown Plaza, Elizabeth, New Jersey 07207 **Questions should be emailed to ysc@ucnj.org.**

* Questions and inquiries regarding the Request for Proposals should be made in writing via email. So as to provide written documentation of the technical assistance questions received and the responses provided, questions must be received, no later than **Thursday, October 29, 2026 4:00 p.m., EST**.

REQUEST FOR PROPOSALS

RFP #24-2027

UNION COUNTY
YOUTH SERVICES COMMISSION
2027 State/Community Partnership Grant

Issued by:

County of Union, New Jersey
Department of Human Services
Division of Youth Services, Youth Services Commission
Union County Administration Building
10 Elizabethtown Plaza – 4th Floor
Elizabeth, NJ 07207
(908) 527-4292

October 15, 2026

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COUNTY OF UNION
YOUTH SERVICES COMMISSION
REQUEST FOR PROPOSALS

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 RFP 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 vendors, 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 Contractor 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 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 Contractor'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. Union County's total liability is limited to the terms and condition of the contract.

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 on the County of Union's website (https://ucnj.org/vendor-opportunities/rfqs-and-rfps/current/) and will be sent to all organizations requesting copies of the specifications.

E. Offer of Gratuities/Integrity

The Contractor shall maintain the highest 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 prime 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 prime 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, agents or subcontractors will act in an independent capacity and not as officials, agents or employees of the County of Union.

D. Funding

The obligations of the County of Union under this contract are contingent upon the availability of government funds. 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 constitute a default. The County agrees to notify the Contractor in writing if funding is not approved at the earliest possible time.

E. Indemnification

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

b. The Vendor 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 which has not been physically injured or destroyed, and claims of infringement of intellectual property rights, which may arise out of or be caused by the negligent actions, activities, omissions and/or willful misconduct of the Vendor, its employees, officers, agents, subcontractors and representatives, in connection with the performance of the work and/or services as outlined in this Agreement.

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

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

F. Termination For Cause and Termination Without Cause

The County may, by written notice of default to the Vendor, and without prejudice to any other right or remedy, terminate this Agreement under any one of the following circumstances if the Vendor 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 Vendor specifying such failure:

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

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

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

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

Termination Without Cause

This Agreement may be terminated without cause at any time upon thirty (30) days prior written notice from the County. In no event, however, shall the Vendor be paid for loss of anticipated profits or consequential damages.

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

G. Default

The County of Union may, by written notice of default to the Contractor, without prejudice to any other right or remedy, terminate this contract in any one of the following circumstances if the Contractor does not cure such failure within a period of thirty (30) days (or such longer periods as the contract administrator may authorize in writing) after providing notice to the Contractor specifying such failure:

- If the Contractor persistently or repeatedly refuses or fails to supply services called for in this contract or fails to meet any criteria defined in the contract;
- If the Contractor persistently disregards laws, ordinances, rules, regulations or orders;
- 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;
- If the Contractor files a petition in bankruptcy, becomes insolvent, ceases its operation, and makes an assignment for a creditor or any similar action that affects the affairs or property of the County.

H. Contractor Liability upon Termination

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 the termination of the contract

I. Contractor Freedom from Liability

The Contractor shall not be liable for any damages if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God, acts of the County of Union solely in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, freight embargoes, 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 its Subcontractor(s). When such a cause arises, the Contractor shall notify the contract administrator and the County 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. The County of Union shall review the information provided and may at the option of the County rescind the contract.

J. Rights and Remedies

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.

K. 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.

L. 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 New Jersey Office of the State Comptroller upon request.

M. 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.

N. Compliance to Laws and Procurement of Permits and Licenses

The Contractor shall be required to comply with all federal, state, county and local laws, rules and regulations applicable to its work, and 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. Governing Law

This Agreement shall be governed by and construed under the laws of the State of New Jersey. The Vendor 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 Agreement, or arising from any dispute or controversy arising in connection with or related to this Agreement, shall be litigated only in the courts having status within the State of New Jersey, and the Vendor consents and submits to the jurisdiction of Union County, New Jersey.

P. Project 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 of Union at its request, and shall be clearly identifiable as pertaining to this contract. The County of Union may, at its option, retain at its expense a certified public accounting firm of its own choice to conduct periodic audits.

Q. Waiver

The Contractor agrees that no term or provision hereof shall be deemed waived and no breach excused by the County of Union unless such waiver of consent shall be in writing. Any consent by the County of Union to, or waiver by the County of Union 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.

R. Severability

If any provision of this Agreement or application thereof to any person or circumstance, is held invalid or unenforceable, such invalidity will not void the entire Agreement or affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application; rather, the entire agreement 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 Vendor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement

S. 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.

T. Insurance Requirements Applicable To All Vendors

If awarded through this RFP, below language MUST be included on the Accord Insurance Form in the Description Box while the contract is in effect:

The County of Union, its officers, officials, agents, contractors, employees, 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, agents, contractors, employees and volunteers.

Certificate Holder is:

County of Union
10 Elizabethtown Plaza
Elizabeth, NJ 07207

U. FORCE MAJEURE

Neither party shall be liable for any damages for failure to perform its obligations under this Agreement 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 Vendor 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.

RFP Timeline YSC-2027 SCP/FC

A. Technical Assistance Meeting

A Technical Assistance meeting for all interested applicants will be held as follows:

10:00 A.M.

Thursday, October 22, 2026

Please RSVP to ysc@ucnj.org to obtain the link to access the Technical Assistance meeting link via Zoom. Questions regarding the Technical Assistance only should be directed to Ms. Barbara Ziobro, Union County Youth Services Commission Administrator at ysc@ucnj.org.

B. Contracting Schedule

10/15/2026	Notice of Availability of RFP #24-2027 Request for Proposals for Youth Services Commission funding published by County of Union and posted on the county website. Copy of RFP may be obtained online at http://ucnj.org/vendor-opportunties/rfqs-and-rfps/current
10/22/2026	Technical Assistance Meeting for all interested applicants will be held via Zoom. Please RSVP to ysc@ucnj.org to obtain meeting access information. Meeting will be held at **10 a.m. EST.**
10/29/2026	Last day for Request for Proposal Questions. Email all questions to ysc@ucnj.org no later than **4:00 p.m. EST.**
11/10/2026	Deadline for proposal submission – **11:30 A.M. EST.** (proposals *must* be received in a **sealed envelope** by Carolyn Sullivan Kropp, Esq., Office of the County Counsel, on or before the deadline – 1 original, and 1 electronic copy of the Word and Excel application forms with the required scanned attachments on a Thumb Drive): Attn: Carolyn Sullivan Kropp, Esq., Office of the County Counsel, Union County Administration Building, 5th Floor, 10 Elizabethtown Plaza, Elizabeth, New Jersey 07207. Attention: "RFP #24-2027 – YSC- State/Community Partnership Grant Funds 2027"
11/10/2026	Public Opening of Proposal Packets – 11:30 A.M. EST. Public Opening will be held at the Union County Administration Building, 10 Elizabethtown Plaza, County Counsel Conference Room, 2nd Floor, Elizabeth, NJ
11/16/2026	Evaluation Committee receives proposals for consideration
11/23/2026	Evaluation Committee score sheets are due to the County
11/23/2026	Evaluation Committee meets and makes recommendation
11/24/2026	Notification letters issued to unsuccessful applicants
12/1/2026	Written request for Appeals due to Barbara Ziobro by 10:30 a.m.
12/3/2026	Appeals Committee meets *(if necessary – tentative date)*
12/8/2026	Report & Award Recommendation forwarded to Union County Youth Services Commission (tentative date)
12/10/2026	Board of County Commissioners awards contracts and subsequent Notice published by Clerk of the Board
12/16/2026	Awardees are to attend a Subcontract Technical Assistance Meeting via Zoom (Pending County Commissioner Approval.)
1/1/2027-12/31/2027	Subcontract(s) to begin 1/1/2027– 12/31/27 (contract term)

C. Submission of Proposals

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

11:30 A.M. – Tuesday, November 10, 2026
Attention: Carolyn Sullivan Kropp, Esq.,
Office of the County Counsel, Union County Administration Building, 2nd Floor,
10 Elizabethtown Plaza, Elizabeth, New Jersey 07207
Attention: "RFP #24-2027 YSC- State/Community Partnership Grant Funds 2027 "

D. Proposal Review and Evaluation Process

The Union County Department of Human Services – Youth Services Commission will convene an Evaluation Committee to review and evaluate each proposal on the basis of the Criteria for Award of Contract below. Following its review process, the Evaluation Committee will forward its recommendations to the Union County Youth Services Commission for approval and then the recommendation will be forwarded to the Union County Board of County Commissioners for approval and contract award(s).

E. Criteria for Award of Contract

The Eligible Service Categories are dictated by the funding source, the YJC Points of Continuum of the New Jersey Youth Justice Commission (YJC) and the Union County Department of Human Services (DHS). Categorical funding distribution is consistent with current level funding and was presented to and endorsed by the Union County Youth Services Commission on September 24, 2026. The criteria represent the factors that will be utilized by the Union County Department of Human Services and the Evaluation Committee to evaluate proposals. 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 may also be taken into consideration.

Eligible Services Categories & Activities Criteria for Award

The Youth Services Commission funding allocation of State Community Partnership and Family Court Services Grant Funds is to provide program services for youth who are at risk of entering the juvenile justice system and/or who have been adjudicated delinquent based on the Youth Justice Points of Continuum: Prevention, Diversion, Disposition and Reentry Services. Prevention, Diversion, Disposition and Reentry Services, for youth ages 8 – 21 years, as designated in each point of continuum.
The eligible activities fall into the following categories: *delinquency prevention programs* designed to increase the likelihood that youth will remain free from initial involvement with the formal or informal juvenile justice system; *diversion programs* that offer first time or second time juvenile offenders an opportunity to avoid arrest and/or prosecution by providing alternatives to the formal juvenile justice system process; *detention programs* that provide secure custody for juveniles who are deemed a threat to the physical safety of the community and/or confinement is necessary to ensure their presence at the next court hearing (N.J.A.C. 13: 92-1.3); *disposition programs* that serve youth who are adjudicated delinquent and ordered to comply with specific sanctions, supervision and services as a consequence for their delinquent behavior; and *reentry services* that offer committed youth paroled from a YJC facility and/or juveniles disposed to a YJC program as a condition of probation the opportunity to foster successful reintegration of these juveniles into their communities.

YOUTH JUSTICE COMMISSION POINTS OF CONTINUUM DEFINITIONS

Prevention

Delinquency Prevention activities are strategies and services designed to increase the likelihood that youth will remain free from initial involvement with the formal or informal youth justice system.

The goal of Delinquency Prevention is to prevent youth from engaging in anti-social and delinquent behavior and from taking part in other problem behaviors that are pathways to delinquency.

Diversion

The Diversion stage of the juvenile justice system offers alleged juvenile offenders an opportunity to avoid arrest and/or prosecution by providing alternatives to the formal youth justice system process. The goal of Diversion is to provide services and/or informal sanctions to youth who have begun to engage in antisocial and low-level delinquent behavior in an effort to prevent youth from continuing on a delinquent pathway. Youth who do not successfully complete a Diversion Program may ultimately have their case referred for formal processing by the juvenile court.

Diversion Process

In New Jersey, youth are dealt with informally through one or more of the following: Law Enforcement Station House Adjustment, Family Crisis Intervention Units, Family Court Juvenile Conference Committees, or Family Court Intake Service Conferences.

Law enforcement officers might divert a youth suspected of a delinquent act if, in lieu of making an arrest, the officer chooses to dismiss the youth with a warning and reprimand, or to refer the youth to a social service agency. This process is known as a station house adjustment.

Youth who are accused of committing a delinquent act directly tied to family dysfunction may be diverted, with their families, to the Family Crisis Intervention Unit. The FCIU can provide services to youth and their families to resolve the immediate crises leading to delinquency, thereby preventing the juvenile and his or her family from entering the formal court system.

Diversions within Family Court occur after a complaint has been filed, but prior to the case being formally heard by a judge. At this point, youth may be diverted to either a Juvenile Conference Committee (JCC) or to an Intake Services Conference (ISC). First and second time offenders charged with low-level delinquent offenses may be diverted first to the JCC - a committee of volunteers from the community who attempt to settle the complaint. Complaints not resolved at the JCC level are referred to an Intake Service Conference. An ISC is a meeting between the youth and an intake officer who attempts to settle the case. Complaints not resolved at the ISC may be referred to a judge for formal disposition.

Diversion Programs

Diversion programs are the structured services and sanctions typically provided to youth and/or their families at any point in the Diversion process. A law enforcement agency or the court might operate a

Diversion program directly or the youth might participate in a program operated by a contracted service provider.

Detention
The Detention phase/component of juvenile justice includes detention, the temporary care of juveniles and the provision of Detention Alternative Programs.

"Detention" is defined as the temporary care of juveniles in physically restricting facilities pending court disposition (N.J.A.C. 13:92-1.2).

An objective of detention is to provide secure custody for those juveniles that are deemed a threat to the physical safety of the community and/or whose confinement is necessary to insure their presence at the next court hearing (N.J.A.C. 13:92-1.3). For the purpose of this plan, a limited amount of funding may be provided to support court ordered evaluations for adjudicated youth who reside in the detention center, if all other resources have been exhausted.

Detention Alternatives
Detention Alternative Programs provide supervision to juveniles who would otherwise be placed in a secure detention facility while awaiting final disposition of their case, expanding the array of pre-disposition placement options available to the Judiciary. Detention Alternative Programs/Services are not to be provided in the detention center. These programs are designed to provide short-term (30 – 60 days) supervision sufficient to safely maintain appropriate youth in the community while awaiting the final disposition of their case. As such, these programs help to reduce the overall detention population and relieve detention overcrowding and its related problems where it exists.

Detention data describe the number of juveniles placed in detention, the characteristics of those juveniles, and the types of offenses for which they are detained. By understanding the nature and extent of the detained population and the extent to which detention is used and the characteristics of the youth, planners may better identify the content and scope of Detention Alternative Programs needed in their counties. As such, counties will be better equipped to make informed decisions regarding the allocation of resources to Detention Alternative Programs, including those funded by the Juvenile Justice Commission (State/Community Partnership, Family Court Services, Juvenile Accountability Block Grant, Juvenile Detention Alternatives Initiatives, and Title II).

Disposition
Disposition is the phase of the juvenile justice system where youth adjudicated delinquent are ordered by the court to comply with specific sanctions and services as a consequence for their delinquent behavior.

In New Jersey the range of dispositions available to the court include, but are not limited to, restitution/fines, community service, probation, and commitment to the Juvenile Justice Commission for youth disposed to a term of probation supervision. Among the conditions of probation that might be imposed by the court is the completion of a Dispositional Option Program. The structure of these Dispositional Optional Programs varies, but common among these options are intensive supervision programs, day and evening reporting centers, and structured day and residential programs.

When determining the appropriate disposition in a given case, the court faces the complex task of considering multiple goals, including promoting public safety, ensuring offender accountability, and providing juveniles with opportunities for personal growth and skill development through rehabilitative

efforts.

By developing and enhancing local Dispositional Option Programs, counties can facilitate the achievement of these goals by providing the court with the range of options that best matches the supervision and service needs of youth in their communities in an effort to reduce recidivism. Research and experience indicate that well developed Community-Based Dispositional Option Programs can effectively reduce the likelihood of continued delinquency, improving the lives of youth they serve, and the quality and safety of the local community and its citizens.

Re-Entry

In the Juvenile Justice System Re-Entry refers to the period of community-based supervision and services that follows a juvenile's release from a secure facility, residential program, day program or other structured dispositional placement. Re-Entry is a mechanism for providing additional support during this transitional period in order to foster the successful reintegration of juveniles into their communities in an effort to reduce recidivism.

In New Jersey the term Aftercare originally applied only to committed youth paroled from a Youth Justice Commission (YJC) facility and supervised by the YJC's Division of Aftercare/Parole Transitional Services. However, the use of the term Aftercare has expanded to include the completion of a YJC residential or day program; these juveniles are supervised in the community by the Department of Probation.

By developing re-entry services that complement the supervision provided by the YJC and Probation, counties can increase the likelihood that juveniles returning to their communities will reintegrate successfully. This type of cooperative effort in the delivery of re-entry services and supervision improves each youth's chances of becoming a productive, law-abiding citizen, which in turn enhances the safety and quality of the local communities in which these juveniles reside.

The <u>proposal submission</u> will be evaluated on the following items:

1.	Identification Page	(5 points)
2.	Program Abstract	(10 points)
3.	Statement of Need	(10 points)
4.	Program Goals	(10 points)
5.	Specific Objectives, Outcomes and Evaluation Methods	(10 points)
6.	Program Service Design & Procedures/Methods	(10 points)
7.	Program Timeframes/Schedule of Operations	(5 points)
8.	Target Population & Eligibility Criteria; and Level of Service	(5 points)
9.	Cultural Competency & Disproportionate Minority Contact and Program Sanctions	(5 points)
10.	Geographic Area to be Service/Limitation, if any	(10 points)
11.	Agency Service Coordination Assurance/Collaboration	(10 points)
12.	Program Budget Narrative/Line-Item Budget, Individual Personnel Detail, Consultant Expense Form Budget Forms (A-1, A-2, and A-3)	(45 points)
13.	General Organization Information	(15 points)
14.	Fiscal Management and Financial Information	(10 points)

Maximum 160 points

YOUTH SERVICES COMMISSION CONTRACTS
KEY COMPLIANCE MEASUREMENT AREAS

In order to meet the county and state monitoring standards and requirements, the following information must be considered in preparation of the RFP submission.

- **Level of Service**
  Unit level of service based on contractual obligation; for example, # of hours; # of bed days; # of activities; # of sessions; and # of outcomes. **Note: 1 unit = 1 session**
- **Unduplicated Client Count**
  Number of youth/families served i.e., intake and completion of the required service during the contract period for each participant.
- **Specific Objectives, Outcomes and Evaluation Methods**
  The methods will be used to measure or evaluate the program. The section entitled specific objective, outcomes and evaluations methods will be used to determine if the program is meeting its program goals based on the stated unduplicated count of youth that will be served during the contract period. Once funded service begins, indicate the anticipated outcome. For example, 80% or 16 out of 20 youth will not engage in fire-related incidents of delinquency after discharge from the program. In some instance, follow-up surveys and attendance tracking or log sheets are a mechanism that can be used as a part of the evaluation method.

IV. PROPOSAL PACKET (IV-A. through IV-D. VI.)

A UNION COUNTY YOUTH SERVICES COMMISSION RFP

DOCUMENTATION CHECKLIST (MANDATORY PROPOSAL SUBMISSION)

THE FOLLOWING INFORMATION MUST BE SUBMITTED. (PLEASE INDICATE THE PAGE WHERE THE INFORMATION MAY BE FOUND.)

ITEM	PAGE#
Section IV-B Non-Collusion Affidavit **(mandatory proposal submission)**	
Section IV-C Americans with Disabilities Act **(mandatory proposal submission)**	
Section IV-D Proposal Submission **(mandatory proposal submission)**	
I. Identification Page with Authorized Signatures	
II. Program Abstract	
A. Statement of Need	
B. Program Goals	
C. Specific Objectives, Outcomes & Evaluation Methods	
D. Program Service Design	
E. Program Procedures/Methods	
F. Program Timeframes/Schedule Operations	
G. Target Population & Eligibility Criteria and Level of Service	
H. Cultural Competency & Disproportionate Minority Contact	
I. Geographic Area Served/Geographic Limitations, if any	
J. Program Sanctions	
III. Agency Capacity and Collaboration, and Contract Oversight, Documentation, and Verification Requirements	
IV. Program Budget	
A. Program Line Item Budget - **Form A1**	
B. Personnel Detail Form - **Form A2**	
C. Consultant Service and Expense Form-|**Form A3** *(if applicable)*	
V. General Organization Information	
A. Date of Incorporation	
B1. 501 C 3 Letter	
B2. For Profit Business Registration Certificate**	
C. Agency Data Universal Numbering System (DUNS) Number	
D. Organizational Mission Statement	
E. List of Organization's Current Programs	
F. Organization's History/Expertise	
G. Total Number of Organization Staff	
H. Copy of Organization's Board of Directors	
I. Copy of Organizational Chart	
J. Copy of the Organization's current Insurance Certificate	
K. Copy of the Organization's current Affirmative Action Certificate	
VI. Fiscal Management and Financial Information	
A. Copy of Organization's Current Total Budget	
B. Organization's Fiscal Year	
C. Fiscal Policies and Safeguards	
D. Name and Title of Financial Officer	
Section V Proposal Requirements	
A. Exhibit A: Mandatory Equal Employment Opportunity Language: Goods, Professional Service & General Service Contracts	
B. Exhibit B: Affirmative Action Requirement **(mandatory proposal submission)**	
C. Exhibit C: Affidavit of No Conflict of Interest **(mandatory proposal submission)**	
D. Exhibit D: Statement of Ownership Disclosure **(mandatory proposal submission** for-profit companies *only*)	
E. Exhibit E: Certification for Lobbying & Debarment **(mandatory proposal submission)**	
F. Exhibit F: Union County Amended Insurance Requirements **(mandatory proposal submission)**	
G. Exhibit G: Disclosure of Investment Activities in Iran **(mandatory proposal submission)**	
H. Exhibit H: Additional Terms funding in part or in whole by Federal Funds	
I. Exhibit I: Exhibit I: BYRD Anti-Lobbying Amendment Certification **(mandatory proposal submission)**	
J. Exhibit J : Disclosure of Lobbying Activities (LLL Form) **(mandatory proposal submission)**	
K. Exhibit K: Certification of Non-Involvement in Prohibited Activities in Russia or Belarus **(mandatory proposal submission)**	

DOCUMENTATION CHECKLIST ATTEST:

Note: N.J.S.A 52:32-44 provides that the County shall not enter into a contract for goods or services unless the other party to the contract provides a copy of its business registration certificate and the business registration certificate of any subcontractors at the time that it submits its proposal. The contracting party must also collect the state use tax where applicable.

_____ _____ DATE:_____

Agency Name Authorized Signature

IV – B **[MANDATORY PROPOSAL SUBMISSION]**

YOUTH SERVICES COMMISSION
NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

I_____ of the City of _____ in the County of _____ and the State of _____, of full age, being duly sworn according to law, on my oath depose and say that: I am _____ of the firm of _____, the organization making the Proposal for the above named project, and that I executed the said Proposal with full authority so to do; that said Proposer has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this Affidavit are true and correct, and made with full knowledge that the **COUNTY OF UNION, NEW JERSEY** relies upon the truth of the statements contained in said Proposal and in the statements contained in the affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____(N.J.S.A. 52:34-15).
(NAME OF CONTRACTOR)

_____
(SIGN NAME HERE)

Subscribed and sworn to before me this _____day of _____, 20____.

(Original signature only; Black or Blue ink required; stamped signature not accepted)

_____
Name of Notary (Printed, Typed, or Stamped with Ink Stamp)

Notary Public of the State of _____
(Printed, Typed, or Stamped with Ink Stamp)

My Commission expires _____
(Printed, Typed, or Stamped with Ink Stamp)

NOTE TO NOTARY: WHEN COMPLETING THIS JURAT, ALL NOTARIES MUST: 1. Original signature 2. Stamp of name/date commission expires or typed or handwritten of that same information AND 3. Impressed seal.

NOTE: The person who signed the Proposer Signature Page (Form B) should sign this form also.

WARNING: FAILURE TO FULLY ACCURATELY AND COMPLETELY COMPLETE THIS AFFIDAVIT OF NON-COLLUSION MAY RESULT IN PROPOSAL REJECTION.

IV-C **[MANDATORY PROPOSAL SUBMISSION]**

AMERICANS WITH DISABILITIES ACT
EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The contractor and the **County** of **Union** (hereafter "Owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12.101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. 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 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 Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the Owner from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

Name _____
(please print or type)

Signature _____ Date _____

PROPOSER'S NAME: _____

IV-D PROPOSAL SUBMISSION [MANDATORY PROPOSAL SUBMISSION]

I. IDENTIFICATION PAGE

A. ORGANIZATION:

ADDRESS:

TELEPHONE #: FAX #:

B. SIGNATORY: TITLE:

C. PROGRAM SITE/SERVICE LOCATION:

D. PROGRAM CONTACT PERSON FOR CONTRACT:
TITLE: TELEPHONE:
EMAIL ADDRESS:

E. FINANCIAL REPRESENTATIVE FOR CONTRACT:
TITLE: TELEPHONE:
EMAIL ADDRESS:

F. CERTIFIED TRAINING/LICENSED PROGRAM: ___ YES ___ NO
NAME OF CERTIFYING AGENCY:
EFFECTIVE DATE: EXPIRATION DATE:

G. TITLE OF PROGRAM:

H. POPULATION TO BE SERVED:

I. DESIGNATED FUNDING SOURCE: **YSC- State/Community Partnership Grant Funds 2027**

J. AMOUNT OF FUNDS REQUESTED: $

K. ELIGIBLE SERVICE/FUNDING PERIOD: January 1, 2027– December 31, 2027

L. SUMMARY OF CONTRACT SERVICES: (concise description, include level of service amount)

II. PROGRAM ABSTRACT

(There is a 2 page(s) page maximum limit to this section. However, please complete each section clearly and concisely based on the YJC Points of Continuum: Prevention and Diversion.

A. STATEMENT OF NEED

- Identify the need for this program.

B. PROGRAM GOALS

- Identify the program mission – what the program outcomes will be based on the target population to be served and include family engagement activities.

C. SPECIFIC OBJECTIVES/OUTCOMES AND EVALUATION METHODS

- List series of specific objectives and outcomes to be achieved and how activities will be evaluated or tracked to accomplish the outcomes.

D. PROGRAM SERVICE DESIGN

- Describe how individuals will access services - include intake procedures.
- Describe how services will be accessible, considering Union County's diverse population.
- Describe how the agency meets the needs of persons with disabilities. What is in place to provide services to persons with disabilities?
- Does the proposed program have bilingual staff?
- Provide Individualized Case Plan Outline that details the complete planning process for each participant based on the YJC Points of Continuum and specific services being provided to clients, to include but not limited to monetary assistance.

E. PROCEDURES/METHODS

- Describe all aspects of service delivery and monitoring.
- Describe the conclusion of service delivery and the procedure and timeframe for measuring attainment of program goals (Program Evaluation).

F. PROGRAM TIMEFRAMES/SCHEDULE OPERATIONS

- This section will indicate the time and schedule of operations for the comprehensive services. Describe the service duration of the program for participants and/or consistency with the eligible service/funding period of 1/1/27 – 12/31/27.

G. TARGET POPULATION & ELIGIBILITY CRITERIA & LEVEL OF SERVICE

- Level of Service must be measurable based upon specific objectives and outcomes.
- Measurements should be linked to Specific Objectives (i.e. one measurement for each objective listed).
- Measurements should apply only to those services that will be provided with the funds requested in this proposal (do not include services paid for by any other funding sources).

H. CULTURAL COMPETENCY & DISPROPORTIONATE MINORITY CONTACT

- Describe what measures have been implemented to develop cultural competency/diversity and how the disproportionate number of minorities will be served.

I. GEOGRAPHIC AREA SERVED/GEOGRAPHIC LIMITATIONS IF ANY

J. PROGRAM SANCTIONS

- List the type of sanctions that will be used if a violation occurs in the program and what assistance will be offered prior to reporting violation(s). What steps will the program take to reduce recidivism and non-compliance?

III. AGENCY CAPACITY AND COLLABORATION

A. AGENCY CAPACITY

- Describe your agency's capacity to implement the program (s) for which you are applying. If your organization cannot implement the program with current staffing capacity, explain how YSC funds will be utilized to do build capacity.

B. AGENCY SERVICE ASSURANCE & COLLABORATION

- List past history and experience in collaborative efforts, separate from stand-alone services; the implementation process that was utilized and successful outcomes.
- Describe how service coordination will be conducted among partner agency providers based on the Juvenile Justice Commission Points of Continuum for specific activities for the target population(s). Collaboration is essential for the proposed program.

IV. **PROGRAM BUDGET** (Forms Attached)

In the original proposal submitted to the County, please insert the budget pages (Unit Cost Budget Page, Forms A-1, A-2, and if applicable A-3) after Section II-I of the narrative. Continue the narrative portion of the proposal with Section V after the budget pages.

A. PROGRAM LINE ITEM BUDGET

- **Use Form A1**
- Justification must be included for each budgeted item
- Other Funds used to fund the program should be identified and included; Note there is no Match requirement for YSC funds
- Adjustments to Form A1 may be made to accommodate budget categories

B. PERSONNEL DETAIL FORM

- **Use Form A2**
- List all personnel to be funded by this award
- Include entire Fringe Breakdown

C. CONSULTANT SERVICE AND EXPENSE FORM

- **Use Form A3**, only if needed
- If this form is used, complete all columns

IV.

BUDGET FORMS:

PROGRAM BUDGET (LINE-ITEM)	A-1
PERSONNEL DETAIL	A-2
CONSULTANT	A-3

AGENCY NAME:

FUNDING SOURCE: Youth Services Commission Grant Funds **Funding Period:**

PROGRAM LINE ITEM BUDGET - REVISED

Budget Category	County Grant Funds	Other Funds*	Total Program Budget	Justification for County Grant Funds Justify/describe/detail County grant
Salaries				See Attached
Fringe				See Attached
Consultant				See Attached
Travel/Training				
Maintenance				
Utilities/Phone				
Insurance				
Program Supplies				
Food				
Facility				
Office Supplies				
Computer main. IT				
Other (specify):				
Other (specify):				
TOTAL				

Other Funds* **List Below the Revenue Source(s) and dollar amounts of "Other Funds".** Note match is not required.

Match Source	Match Dollars	Specify Match
Federal		
State		
Local Government		
Private		
Fee		
Other: Third Party/ Hospital funding		
Total:		

A-1

AGENCY NAME:

FUNDING SOURCE: Youth Services Commission Grant Funds Funding Period:

PERSONNEL DETAIL FORM

Position Title	Incumbent's Name	List Certification Needed Minimum Education and/or Experience Required	Annual Salary	% of Time Charged to this Grant	Amount Funded by this Grant
			$ -	**TOTAL GRANT $**	-

FRINGE BREAKDOWN

CATEGORY	% OF SALARY EXPENSE	GRANT AMOUNT
Social Security		
Unemployment		
Workmen's Compensation		
Disability/		
Medical		
Other (list): Group Life Ins		
Retirement/Pension		
NJ Family leave		
	TOTAL FRINGE % =	0.00%
	TOTAL FRINGE AMOUNT CHARGED TO THE GRANT	-

A-2

AGENCY NAME:			
FUNDING SOURCE:	Youth Services Commission Grant Funds		
FUNDING PERIOD:			

CONSULTANT SERVICES AND EXPENSE FORM

Type of Consultant	Rate/Fee for Service	Describe the Services to be Purchased	Grant Funds Needed
		Total Grant Funds Needed	$ -

A-3

V. GENERAL ORGANIZATION INFORMATION

A. Date of Incorporation: _____

B1. If Not for Profit Agency: attach 501 C 3 Letter*

B2. If for Profit Agency: attach Business Registration Certificate*

P.L. 2009, c.315, requires that effective January 18, 2010; a contracting agency must receive proof of the Proposer's business registration prior to the award of a contract. However, the proof must show that the Proposer was in fact registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of proposals.

If subcontractors are named on the proposal, proof of the business registration for each must be provided prior to the award of a contract. Similarly to the Proposer, the proof must show that each subcontractor was registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of proposals.

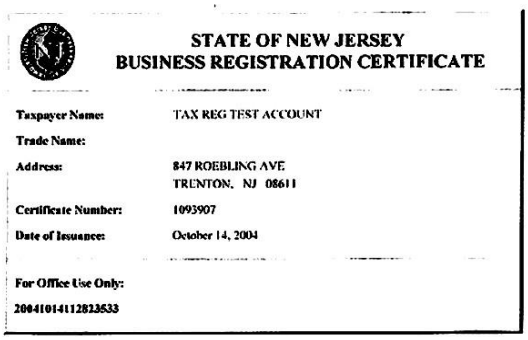
Proof of business registration shall be:

- A copy of a Business Registration Certificate issued by the Department of Treasury, Division of Revenue; or
- A copy of the web printed version provided by the NJ Division of Revenue


STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

TAXPAYER NAME:
TAX REGISTRATION TEST ACCOUNT
TRADE NAME:
CLIENT REGISTRATION
TAXPAYER IDENTIFICATION#:
970-097-382/500
SEQUENCE NUMBER:
0107330
ADDRESS:
847 ROEBLING AVE
TRENTON NJ 08611
ISSUANCE DATE:
07/14/04
EFFECTIVE DATE:
01/01/01

SAMPLE


STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT
Trade Name:
Address: 847 ROEBLING AVE
TRENTON, NJ 08611
Certificate Number: 1093907
Date of Issuance: October 14, 2004

For Office Use Only:
20041014112823533

ATTACH BRC HERE

C. Organizational Mission Statement:

D. List of Organization's Current Programs:

E. Briefly Explain Organization's History/Expertise in Proposed Area:

F. Total Number of Organization Staff:

G. Attach a Copy of Organization's Board of Directors*

H. Attach a Copy of the Organizational Chart*

I. Attach a copy of the Organization's current Insurance Certificate*

J. Attach a copy of the Organization's current Affirmative Action Certificate*.
If the organization's certificate expired, attach a copy of the AA302 application and copy of the cancelled check. To request an application, visit: http://www.state.nj.us/treasury/purchase/forms/AA_%20Supplement.pdf

VI. FISCAL MANAGEMENT AND FINANCIAL INFORMATION

A. Attach a Copy of the Organization's Current Total Budgeted Income and Expenses (Budget Should List Revenue Sources and Line Item Expenses)*

B. Identify Organization's Fiscal Year: *(i.e. 1/1/23 – 12/31/23)*

C. Describe Fiscal Policies and Safeguards to Assure Accountability:

D. Authorized Person Responsible for Handling the Organization Finances:

Name: _____ Title: _____

** Attachment required*

V. PROPOSAL REQUIREMENTS

EXHIBIT A (Mandatory proposal submission)

(REVISED 01/2022)

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.
GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

The contractor or subcontractor 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. l7:27-5.2.

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.

EXHIBIT B **(Mandatory proposal submission)**

AFFIRMATIVE ACTION REQUIREMENT

REQUIRED AFFIRMATIVE ACTION EVIDENCE

General Requirements of P.L. 1975, c. 127: You are hereby put on notice that:

A. Procurement, Professional & Service Contracts

All successful vendors must submit within seven days of the notice of intent to award or the signing of the contract one of the following: **PLEASE CHECK ONE**

☐ A photocopy of your Federal Letter of Affirmative Action Plan Approval

OR

☐ A photocopy of your Certificate of Employee Information Report

OR

☐ A completed Affirmative Action Employee Information Report (AA302)

If successful vendor does not submit the affirmative action document within the seven days the County of Union will declare the vendor as being non-responsive and award the contract to the next ranking Proposer.

_____

Print or type FIRM NAME here

_____

Sign NAME and TITLE here

(Original signature only, stamped signature not accepted)

_____

Print or type NAME and TITLE here

_____

Print or type DATE

EXHIBIT C (Mandatory proposal submission)

AFFIDAVIT OF NO CONFLICT OF INTEREST

State of New Jersey :

: SS:

County of :

I, the undersigned and _____
(Name) (Name of Office)

of the company/firm/agency named in the within proposal, do hereby swear to the following:

I have full authority to make the representations set forth in this Affidavit; and

I am unaware of any conflict of interest that could disqualify myself or my company/firm/agency should said company/firm/agency be selected among the list of approved vendors for the services and work by the County of Union, and shall immediately notify said County should one arise during the term of my contract.

SUBSCRIBED AND SWORN TO

BEFORE ME THIS _____ DAY

OF_____ 20_____.

_____
(Print Name)

_____ _____
NOTARY PUBLIC OF (Signature)

MY COMMISSION EXPIRES: _____, 20_____.

EXHIBIT D (Mandatory proposal submission)

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***County of Union*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***County of Union*** to notify the ***County of Union*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***County of Union*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

EXHIBIT E (Mandatory proposal submission)

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid, or will be paid by, or on behalf of the undersigned to any person for influencing, or attempting to influence an officer, or employee of an agency; a Member of Congress, an officer, or employee of Congress; or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid, or will be paid to any person for influencing, or attempting to influence an office, or employee of any agency; a Member of Congress, an officer, or employee of Congress; or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all* sub-awards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all* subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon, which reliance was placed when this transaction was made, or entered into. Submission of this certification is a prerequisite for making, or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Grantee/Contractor Organization Program/Title

Name of Certifying Official Signature Date

3/01

EXHIBIT E: CERTIFICATION FOR LOBBYING & DEBARMENT - (Continued)

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICTION, READ ATTACHED
INSTRUCTITONS WHICH ARE AN INTERGRAL PART OF THE CERTIFICATION)

(1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department, or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature Date

Agency: _____

EXHIBIT E: CERTIFICATION FOR LOBBYING & DEBARMENT - (Continued)

Instruction for Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.

3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted, or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transactions", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.

6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier covered transaction" without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous.

   A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to required establishment of a system of records in order to render, in good faith, the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

EXHIBIT F (Mandatory proposal submission)

UNION COUNTY DEPARTMENT OF HUMAN SERVICES
AMENDED INSURANCE REQUIREMENTS

Vendor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and/or services hereunder by the Vendor, its officers, agents, contractors, representatives, or employees.

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL 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, employees, agents, contractors and volunteers are to be covered as additional insureds.

2. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Vendor has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than $1,000,000 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 limits of no less than $1,000,000 per accident for bodily injury or disease.

4. **Sexual Abuse or Molestation (SAM) Liability**: If the work will include contact with minors, and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Vendor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than $1,000,000 per occurrence or claim.

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

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 Agreement, the Vendor's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County of Union, its officers, officials, contractors, employees, and volunteers.

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 - Vendor shall furnish the County of Union with Certificates of Insurance before work begins.

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 Vendor must purchase extended reporting period coverage for a minimum of three (3) years after completion of contract work.

Subcontractors – Vendor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Vendor 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.

WITNESS SUB-GRANTEE

_____

_____

Dated: _____

EXHIBIT G (Mandatory proposal submission)

COUNTY OF UNION NEW JERSEY
Division of Purchasing
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

Solicitation Number: _____ Vendor/Bidder: _____

PART 1

CERTIFICATION

VENDOR/BIDDER MUST COMPLETE PART 1 BY CHECKING ONE OF THE BOXES

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the State of New Jersey, Department of the Treasury's Chapter 25 list as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Department's website at http://www.state.nj.us/treasury/pdf/Chapter25List.pdf. Vendors/Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a Vendor's/Bidder's proposal non-responsive.** If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☐ A. I certify, pursuant to Public Law 2012, c.25, that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the N.J. Department of Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). Disregard Part 2 and complete and sign the Certification below.

OR

☐ B. I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such information will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2

PLEASE PROVIDE ADDITIONAL INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

If you checked Box "B" above, provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, engaged in investment activities in Iran by completing the information below.

ENTITY NAME:

_____

RELATIONSHIP TO VENDOR/BIDDER:

_____

DESCRIPTION OF ACTIVITIES:

_____

DURATION OF ENGAGEMENT:

_____

ANTICIPATED CESSATION DATE:

_____

VENDOR/BIDDER CONTACT NAME: _____

VENDOR/BIDDER CONTACT PHONE#: _____

Attach Additional Sheets If Necessary

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the County of Union, New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the County of Union to notify the County of Union in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the County of Union, permitting the County of Union to declare any contract(s) resulting from this certification void and unenforceable.

_____ _____

Signature Date

_____

Print Name and Title

EXHIBIT H (Mandatory proposal submission)

COUNTY OF UNION, NEW JERSEY

ADDITIONAL TERMS FOR CONTRACTS/PURCHASES FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS

The provisions set forth below apply to all contracts funded, in whole or in part, by Federal funds as required by 2 CFR 200.317.

1. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

Pursuant to 2 CFR 200.321, the State must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Accordingly, if subawards are to be made the Contractor shall:

(1) Include qualified small and minority businesses and women's business enterprises on solicitation lists;
(2) Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
(3) Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
(4) Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,
(5) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

2. DOMESTIC PREFERENCE FOR PROCUREMENTS

Pursuant to 2 CFR 200.322, where appropriate, the State has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). If subawards are to be made the Contractor shall include a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
(2) "Manufactured products" means items and construction materials composed in

whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. PROCUREMENT OF RECOVERED MATERIALS

Where applicable, in the performance of contract, pursuant to 2 CFR 200.323, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

To the extent that the scope of work or specifications in the contract requires the contractor to provide recovered materials the scope of work or specifications are modified to require that as follows.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
    1. Competitively within a timeframe providing for compliance with the contract performance schedule;
    2. Meeting contract performance requirements; or
    3. At a reasonable price.
ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.
iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

4. EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR

Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." See, 2 CFR Part 200, Appendix II, para. C.

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action 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 setting forth the provisions of this nondiscrimination clause.

(2) The contractor 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 race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts inaccordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

5. DAVIS-BACON ACT, 40 U.S.C. 3141-3148, AS AMENDED

When required by Federal program legislation, all prime construction contracts in excess of $2,000 shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6. COPELAND ANTI-KICKBACK ACT

Where applicable, the Contractor must comply with Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the OGS centralized contract.

b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the clauses above may be grounds for termination of the OGS centralized contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

7. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 40 U.S.C. 3701-3708

Where applicable, all contracts awarded by the non-Federal entity in excess of $ 100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The unauthorized user shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any

subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

8. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

9. CLEAN AIR ACT, 42 U.S.C. 7401-7671Q, AND THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. 1251-1387, AS AMENDED

Where applicable, Contracts and subgrants of amounts in excess of $150,000, must comply with the following:

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

10. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include
a requirement to comply with these regulations in any lower tier covered transaction it enters into.
(3) This certification is a material representation of fact relied upon by the State or authorized user. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State or authorized user, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
(4) The bidder or proposer agrees to comply with the requirements of2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

11. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352

Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

12. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system,

or as critical technology as part of any system. As described in *Public Law 115–232*, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

13. CONTRACTS FOR MORE THAN THE SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

14. TERMINATION FOR CONVENIENCE PROVISION

All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

15. BONDING REQUIREMENTS

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

EXHIBIT I (Mandatory proposal submission)

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

(To be submitted with each bid, proposal or offer exceeding $100,000)

The undersigned, [Company] _____ certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, [Company] _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Representative

_____

Name and Title of Contractor's Authorized Representative

_____

Date

EXHIBIT J **DISCLOSURE OF LOBBYING ACTIVITIES (LLL Form) (mandatory proposal submission)**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

☐ N/A – My agency does not engage in any lobbying activities

1. Type of Federal: _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance _☐ _☐	**2, Status of Federal Action:**_____ a. bid/offer/application b. initial award c. post-award	**3. Report Type:** _____ a. initial filing b. material change For Material Change Only: Year _____Quarter_____ Date of last report_____

4. Name and Address of Reporting Entity: _ _ Prime _ _ Subawardee Tier_____, *if known:* Congressional District, *if known*:	**5. If Reporting Entity in No 4 is a Subawardee, Enter Name and Address of Prime:** Congressional District, *if known*:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CDFA Number, *if applicable*_____
8. Federal Action Number, *if known*:	**9. Award Amount, *if known*:** $
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):* *(last name, first name, MI):*	**b. Individuals performing services including address if different from no. 10a**)
11. Information request through this form is authorized by title 31 U. S.C Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will available for public inspection. Any person who fails to file the required disclosure shall be subject to civil penalty of	Signature:_____ Print Name:_____ Title:_____ Telephone No.:_____

Federal Use Only: *Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)*

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer of employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter n which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency.) Include prefixes, e.g. "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. A) Enter the full name, address, city, state and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    B) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter last name, first name and middle initial (MI).

11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-10046), 'Washington, DC 20503.

EXHIBIT K (mandatory proposal submission)

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor[i]") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

_____

_____

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(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative	Date
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Vendor's Name	Vendor's Phone Number
Vendor's Address (Street Address)	Vendor's Fax Number
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

[i] Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).