This RCCP includes additional attachments

Click here to download the ZIP file that contains budget forms.

County of Union

RCCP #6-2026

Department of Human Services Competitive Contract Specifications: Union County Family Justice Center

Submission Deadline: 11/19/2026

Announcement release: 10/28/2026

REQUEST FOR COMPETITIVE CONTRACT PROPOSALS

SEALED PROPOSALS will be received by the Director of the Division of Purchasing of the County of Union, New Jersey or her designee on **Thursday, November 19, 2026, at 11:00 a.m.,** prevailing time in the **2nd Floor Conference Room**, U.C. Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey for:

One Contractor to coordinate and manage operations of the:

UNION COUNTY FAMILY JUSTICE CENTER
RCCP#6-2026
January 1, 2027 through December 31, 2027
With four (4) 12-month extensions for 2028, 2029, 2030, 2031

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

Requests for Competitive Contract Proposals may be obtained beginning October 28, 2026 by registering and downloading at http://ucnj.org/vendor-opportunities/rfqs-and-rfps/current/ or via U.S. Postal Service upon written request. Fax your request for a proposal package to (908) 558-2548. Proposers should be aware that the County of Union may issue addenda to the Request for Competitive Contract Proposal package. The County of Union is only obligated to inform proposers of such addenda if they have obtained a package directly from the County of Union or have downloaded it from the County of Union's website. It is the sole responsibility of the proposer to be knowledgeable of any and all addenda related to this procurement. Therefore, interested parties should check the website throughout the Request for Quotations process for any updates.

All questions should be submitted in writing and directed to Michelle Hagopian, Assistant Director, at ucbids@ucnj.org**.** Written questions will be accepted through **4:00 p.m., prevailing time, Thursday, November 5, 2026.**

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

Proposal delivery is strongly encouraged to be made via commercial mail carrier (USPS, FedEx, UPS) so that tracking information is confirmed. The County of Union is not responsible for late delivery by the U.S. Postal Service or any other carrier. If a proposal is delivered by hand, you will not receive confirmation of delivery. No late proposals will be accepted. Proposals submitted by fax or e-mail will not be accepted.

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

Proposals will be made in the form required by the specifications and **one (1) original paper hard copy, eight (8) paper copies, and one (1) electronic copy of the Word and Excel application forms with the required scanned attachments on Thumb Drive submitted in a sealed package to:**

County of Union – Purchasing Division – 2nd Floor
10 Elizabethtown Plaza Elizabeth, NJ 07207
Attention: RCCP# 6-2026 UNION COUNTY FAMILY JUSTICE CENTER

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

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

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

PROPOSAL SUBMISSION CHECKLIST

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

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

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

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

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

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

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

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

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

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

_____ 6. FAILURE TO SIGN BELOW WILL DISQUALIFY PROPOSAL

PROPOSAL SUBMISSION CHECKLIST (Continued)

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

_____ 7. Proposal Submission Checklist

_____ 8. Proposal Cover Page

_____ 9. Financial Statement Certified by a CPA or Audit

_____ 10. FORM D: NON-COLLUSION AFFIDAVIT – fill out completely and notarize.

_____ 11. FORM E: AFFIRMATIVE ACTION REQUIREMENT

_____ 12. FORM F: AFFIDAVIT OF NO CONFLICT OF INTEREST

_____ 13. FORM P: AMERICANS WITH DISABILITIES ACT

_____ 14. FORM G: CERTIFICATION OF NON-DEBARMENT

_____ 15. FORM H: UNION COUNTY INSURANCE REQUIREMENTS

_____ 16. FORM I: NJ BUSINESS REGISTRATION CERTIFICATION (FOR PROFIT PROPOSERS)

_____ 17. FORM J: DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

_____ 18. FORM K: CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

_____ 19. FORM L: FEDERAL FUNDS TERMS AND CONDITIONS

_____ 20. FORM M: BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION AND DISCLOSURE OF LOBBYING ACTIVITIES

_____ 21. FORM N: DISCLOSURE OF LOBBYING ACTIVITIES (LLL)

_____ 22. Budget Details – Form A1 and Forms A1-a, A1-b, and A1-c – 5 Years (Complete Forms A1, A1-a, A1-b, and A1-c for Years 2027, 2028, 2029, 2030, 2031)

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Form G: Certification of Non-Debarment
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Form I: NJ Business Registration Certification
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Form K: Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
Form L: Federal Funds Terms and Conditions
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Form N: Disclosure of Lobbying Activities
Form O: Acknowledgement of Receipt of Proposal Addenda
Form P: Americans With Disabilities Act
Failure to Sign Below Will Disqualify Proposal
Budget Forms A1, A1-a, A1-b, and A-1c – Years 2027, 2028, 2029, 2030 and 2031
Proposal Submission Checklist

2027 UNION COUNTY FAMILY JUSTICE CENTER
COMPETITIVE CONTRACT SPECIFICATIONS

I. CONTRACT REQUIREMENTS

A. Rights Reserved

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

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

B. Rejection of Responses

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

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

C. Incurring Costs

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

D. Proposal Specifications

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

E. Offer of Gratuities/Integrity

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

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

F. Representation

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

II. TERMS AND CONDITIONS

A. Contract Administrator

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

B. Subcontracting

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

C. Independent Capacity of the Contractor

In the performance of this contract, the Contractor, its officers, employees, representatives, agents or subcontractors will act as independent contractors and not as officials, agents or employees of the County of Union. It is expressly understood and agreed that the Contractor and its officers, employees, representatives, agents and

subcontractors, shall in no event, as a result of the contract, be entitled to any benefit to which Union County employees are entitled, including but not limited to, overtime, retirement benefits, worker's compensation benefits and injury leave or other leave benefits.

D. Funding

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

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

E. Indemnification

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

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

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

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

F. Early Termination

Without Cause – This contract or a portion of this contract may be terminated by the County of Union for any reason upon a thirty (30) day notice, for any reason whatsoever. Any such termination shall be affected by delivery to the Contractor of a Notice of Termination specifying which portion of this contract is terminated and the

date on which termination becomes effective. In no event, however, shall the Contractor be paid for loss of anticipated profits or consequential damages.

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

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

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

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

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

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

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

The **Contractor** acknowledges and agrees that the Union County Family Justice Center is designed primarily to provide coordinated, comprehensive, survivor-centered services to individuals and families affected by domestic and family violence. The Contracting Agency shall ensure the timely, effective, and continuous delivery of services in accordance with the requirements of this contract, applicable laws, and established FJC policies and procedures. Failure to perform these responsibilities promptly and effectively may adversely affect survivor safety, access to essential services, and continuity of operations and shall constitute a failure to meet the County's contractual requirements.

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

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

G. 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 termination of the contract.

H. 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.

I. County of Union Recovery

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

J. Inspection and Audit

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

The County of Union or its authorized representatives shall at all reasonable times have the right to enter the premises or such other places where supplies to be provided under the contract are being stored, to inspect, monitor or otherwise evaluate the work or services being performed. If the County of Union desires to inspect work on the Contractor's premises, the County of Union will abide with all reasonable security procedures.

All inspections and evaluations shall be performed in such a manner that will not unreasonably delay work.

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

K. Assignment or Transfer

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

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

L. Cooperation with Other Contractors

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

M. Right to Reject Contractor's Employees

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

N. Compliance to Laws and Procurement of Permits and Licenses

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

It is understood and agreed that should N.J.S.A. 10:2 1 et seq.; N.J.S.A. 24:10 57.1 and N.J.S.A. 57.2; 34:11 56.25; N.J.S.A. 40A:11 18 or N.J.S.A. 52:33 1, together with any amendment or supplement thereto, be applicable to this contract and should said

statute(s) not be complied with, then this contract shall be voidable at the option of the County.

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

O. Affirmative Action Requirement

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127); N.J.A.C. 17:27 et seq.

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

P. Governing Law

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

related to this contract, shall be litigated only in the courts having status within the State of New Jersey, and the Contractor consents and submits to the jurisdiction of Union County, New Jersey.

Q. Accounting Records

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

R. Waiver

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

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

S. Severability

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

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

T. Force Majeure

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

U. Entire Agreement

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

V. Non-Discrimination Policy/Notice to Public

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

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

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

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

As applicable, the Contractor must comply with all provisions of the Americans With Disabilities Act of 1990, as set forth below:

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

The contractor and County of Union (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and

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

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

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

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

X. Insurance Requirements

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

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Coverage on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply

separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. The County of Union, its officers, officials, directors, employees, agents and volunteers are to be covered as additional insureds.

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

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

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

5. Sexual Abuse or Molestation (SAM) Liability: If the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than $3,000,000 per occurrence or claim.

6. Cyber Liability: Insurance with limits not less than $3,000,000 per occurrence or claim, $3,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this contract and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

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

Other Insurance Provisions

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

Primary Coverage

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

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

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

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

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

Subcontractors
Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County of Union is an additional insured on insurance required from subcontractors.

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

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

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

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

Y. Bonding

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

The Consent of Surety and bonds should reference **Operations of Union County Family Justice Center and the Proposal Opening date, Thursday, November 19, 2026.** The bonds must be issued by an approved surety company under New Jersey law. The performance bond will ensure the County for the complete performance of all responsibilities by the Contractor under this contract for the full term of the contract. The performance bond will indemnify the County fully in connection with all aspects of these specifications.

Z. Open Public Records Act (OPRA)

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

AA. Records

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

III. INTRODUCTION & OPERATIONS

The Union County Board of County Commissioners, in partnership with the County of Union, Department of Human Services, and the Union County Prosecutor's Office, opened the Union County Family Justice Center (hereafter "FJC") in 2017. The County of Union is seeking a Contracting Agency to coordinate and manage the Partnering Agencies of the FJC as well as execute the FJC's day-to-day business operations for the period of **January 1, 2027 through December 2027, with up to four (4) twelve-month extensions (2028, 2029, 2030, and 2031).**

Mandatory activities and tasks required of the Contracting Agency are described below. The FJC is a model aimed at holistically serving domestic violence survivors by bringing services together in one location. Therefore, the Contracting Agency must be experienced and trained in Family Violence, having previously served survivors in Union County, as well as be a demonstrated leader in the Union County social/human services or legal community, or in the New Jersey domestic violence community.

The Contracting Agency will be responsible for establishing and performing intake interviews of domestic violence survivors, coordinating the Partnering Agencies' on-site calendars and setting up referral appointments with on-site and off-site Partnering Agencies following the intake process. The referral appointments shall be made at the convenience of the survivors being served and must be coordinated to minimize the survivor's travel. Therefore, the Contracting Agency must have experience with direct service as well as a demonstrated ability to organize other service providers and to operate in an organized and coordinated manner. Services must be able to be provided on site, in person, with capability for some virtual services, if necessary.

The Contracting Agency will also be required to manage and further develop the relationships with and among the Partnering Agencies, as well as recruit new, relevant Partnering Agencies. The Contracting Agency must have demonstrated team-building expertise in the area in which they currently work as well as excellent relationship skills in managing competing needs and interests while serving a common goal.

A. Description of the Union County Family Justice Center

The Union County Family Justice Center (hereafter "FJC") is a collaboration of existing Union County community resources for survivors of family violence partnering and co-locating in an effort to make these resources more readily available and accessible to all survivors of family violence. The Union County FJC will be sited in the Union County Family Courthouse, located at 2 Cherry Street in Elizabeth, New Jersey. The team of community resources that will partner shall include family violence crisis counseling; individual and group counseling on the dynamics of domestic violence and safety planning; family court advocacy; case management to link the survivor and children to appropriate social services; housing; survivor advocacy through the criminal justice system and legal assistance/representation for

the survivors of family violence; and support services through agency programs and/or referrals to partnering agencies.

The collaboration of these community services within the FJC does not begin and end with housing multiple organizations under one roof. The FJC must become a true integration of services through meaningful partnerships aimed at the mutual goal of helping families who survived family violence most effectively. The ultimate goal of the FJC is to take the responsibility of navigating available services located throughout the County away from domestic violence survivors in crisis and place it on the service providers. This collaboration should remove many of the logistical hurdles and obstacles currently encountered by survivors of domestic violence when seeking help. By bringing community resources that already exist together, the Union County FJC will create a more holistic approach to meeting the totality of survivors' needs and ultimately ending family violence.

B. Location of the Facility

The Union County Family Justice Center shall be located on the second floor of the Union County Family Courthouse located at 2 Cherry Street in Elizabeth, New Jersey. The FJC will have a private, separate entrance (10 Cherry Street) to enter its space from Cherry Street and will not be accessed from inside the courthouse without a security card key. A security card key will be held by approved FJC staff members, and/or Partnering Agencies' staff operating on-site at FJC.

ADMINISTRATION

1. Partnering Agencies

The Contracting Agency shall partner with community resources that already exist and serve survivors of family violence in Union County. These partnerships shall be established through a formal Memorandum of Understanding (hereafter "MOU") with each partner entity. The *public agencies* with whom the Contracting Agency shall form partnerships include, but are not limited to, Union County Prosecutor's Office; Union County Department of Human Services; Union County Sheriff's Department; and any police department in Union County willing to participate as a partner with the FJC. The Contracting Agency is responsible for drafting and negotiating the MOUs with these agencies and to further maintain a positive, collaborative working relationship with each partner.

Additionally, the Contracting Agency shall identify key *private community resource partner agencies* willing and able to form partnerships with the FJC. These Partnering Agencies must be able to address one or more of the following issues:

- Legal representation in Family Court for Final Restraining Order ("hereafter "FRO") hearing

- Legal representation or assistance in representing self in cases concerning child custody/support/parenting time cases, divorce, other criminal/civil matters, and housing
- Crisis Counseling
- Individual and Group Counseling on the Dynamics of Family Violence
- Family violence counseling for children
- Development of work skills, career pathways, and job placement
- Basic financial literacy
- Behavioral Health and/or Substance Misuse treatment
- Housing – both temporary and permanent placement
- Documentation assistance
- Other Support Services

The Contracting Agency is responsible for drafting and negotiating the MOUs with these private agencies and to further maintain a positive, collaborative working relationship with them. The Contracting Agency must require in the MOUs that the Partnering Agencies provide direct client services. The Contracting Agency shall also prioritize MOUs and FJC referrals to Partnering Agencies willing to provide direct client services on-site at the FJC by co-locating at least part-time on a weekly basis.

The Contracting Agency shall delineate in each MOU the individual services each Partnering Agency will contribute to the FJC; the specific direct client services that will be delivered on-site; the days and hours that the Partnering Agency shall deliver such services on-site; the Partnering Agency's proposed method of delivering service at the FJC; and any needs the Partnering Agency must have met by the FJC to fulfill its responsibilities. These MOUs will be executed by the executive directors/leaders of the Partnering Agencies and the Contracting Agency. The Contracting Agency, through the FJC Director, will be responsible for maintaining and growing the relationships among the executive directors/leaders of the Partnering Agencies and ensuring that their logistical needs are met so that they may meet the requirements of each MOU.

2. Intake Procedures

Once a person enters the FJC, he/she shall be greeted with respect and kindness by the FJC staff. Within a reasonable time period, such person shall be invited into the office of an FJC screener to participate in the intake process. Before opening, the Contracting Agency shall compile a written intake form to be used by the FJC screeners. This intake form shall be a compilation of all of the Partnering Agencies and the services they provide. This form shall be used by the FJC screener to guide and document the intake interview, and the FJC screener shall include notes about the client's needs on the form. This intake form shall include, at a minimum, the following information regarding the client:

- Basic background and family information;

- Contact information for the client and whether such information can or cannot safely be used by the FJC or the Partnering Agencies;
- Any social/human service needs of the client and the immediacy of such need
- Any legal needs of the client and whether there are any pending cases with court dates approaching (must include but is not limited to criminal issues, TRO/FRO, child custody/support/parenting time, housing, documentation assistance, questions/concerns, divorce)
- Whether there has been any emergency response by a police department and/or emergency medical services prior to the client coming to the FJC and whether there is an active criminal investigation/case
- Whether there is a Temporary Restraining Order (hereafter "TRO")/FRO in effect and any history of other TRO/FRO held by the client with this party or another party;
- History of domestic abuse with the current party or any other party;
- Whether housing is needed or threatened;
- Whether the client has any children and if their children need assistance;
- Any mental health or substance abuse services requested or needed and the immediacy of the need for such services;
- Anything else relevant to identifying services needed by the client and services available in Union County.

The intake form shall be available for inspection by the County of Union as a blank form, absent client information. Forms with client notes and recommendations shall be kept in accordance with the record-keeping provisions delineated herein and in compliance with state and federal laws.

C. Referrals

Once the intake interview is completed by a screener, the screener shall then discuss the services available in Union County that may help meet the client's needs. The screener shall note on the intake form all services offered. After available services are discussed, the screener shall make note of the services the client accepts. Once the services are identified, the client shall sign the intake form and initial next to the services offered and the services accepted.

The screener will then begin contacting the Partnering Agencies and/or referral agencies in Union County to assist in getting the FJC client an appointment with each of them. ***Every effort shall be made to minimize travel by the client to various locations or on various dates/times. Screeners shall do everything they can to coordinate all of the client's direct service contacts to be conducted in one location (the FJC) on one day and during one time block.*** If the services must be broken up into two or more

days and/or services must be provided off-site from the FJC, the Director must be notified, and a written record of such occurrences shall be kept by the FJC Director.

1. On-site Referrals

   The FJC administrative staff will keep a calendar of what days and times on-site Partnering Agencies will have staff co-located at the FJC to provide client services. Screeners must coordinate with the FJC clerical staff to make appointments with these agencies while they are on-site at the FJC. Screeners will also be required to comply with any and all requests made by the Partnering Agencies in making an on-site referral (i.e. additional documentation needed for the appointment with the partnering agency, or contacting the partnering agency ahead of time to inform them of the referral, etc.) The FJC Director will be responsible for educating the FJC screeners and clerical staff on what Partnering Agencies require from the FJC to make an on-site referral.

2. Off-site Referrals

   The FJC clerical staff will also be responsible for keeping and updating a calendar with off-site Partner Agencies. This calendar will consist of time blocks that the Partnering Agencies will make available for FJC clients. Screeners will again coordinate with the clerical calendar to make the appointment for the client after the client's intake interview.

No FJC client shall leave the FJC without appointments for services requested. Additionally, the responsibility for making the appointments and coordinating service providers' schedules is on the FJC staff, not on the client seeking the services.

D. Security

The Union County Office of the Sheriff will provide one officer at the FJC private entrance located at 10 Cherry Street in Elizabeth, NJ. The Union County Sheriff's Officer will screen all persons entering the FJC for weapons and any other items prohibited in the Courthouse. The Contracting Agency shall provide a list to the Union County Sheriff of additional items, if any, that the Contracting Agency would like persons entering the FJC to be prohibited from bringing into the FJC.

The County of Union will also provide security cameras and panic buttons throughout the FJC as additional security. No one shall be able to access the FJC from within the courthouse itself without a staff member in possession of a security card key. Each door to/from the courthouse into the FJC will be locked, wherein only the security card key held by FJC staff and county staff will be able to unlock the door. Any further security precautions desired by the Contracting Agency will require the written approval of the County. The Contracting Agency will fund the additional security requested, and any permanent changes to the facility will become the property of the County of Union.

The Contracting Agency shall have a written protocol for FJC employees and Partnering Agency employees located at the FJC on how to report and/or respond to situations that may have the potential to become dangerous. Such protocol shall include, but will not be limited to, how to respond to situations wherein there are cross TROs and both parties are seeking services at the FJC. Such protocols shall be in writing, agreed to by the County of Union, Union County Sheriff's Office, the Union County Prosecutor's Office, and the Department of Human Services, and then distributed to all on-site Partnering Agencies.

E. Hours of Service

One FJC staff member must be on-site at all times that the FJC is open to the public. The FJC must be open to the public, at a minimum, during court hours Monday through Friday, 8:30 a.m. to 4:30 p.m. Hours of Operation for the FJC outside of these set hours must be approved in writing by the County of Union. FJC must accept walk-ins between 9:00 a.m. to 3:00 p.m.

STAFF REQUIREMENTS

A. Basic Information

Every staff member of the Family Justice Center (FJC), whether employed by the Contracting Agency or assigned by a Partnering Agency, and all volunteers providing services at the FJC, shall meet the following minimum requirements:

Age: Be at least eighteen (18) years of age, unless otherwise permitted by applicable law and approved FJC policy.

Character and Professionalism: Demonstrate integrity, ethical conduct, sound judgment, professionalism, and respect in interactions with survivors, colleagues, and community partners.

Teamwork and Collaboration: Demonstrate the ability to work cooperatively with FJC staff, Partnering Agencies, and other professionals toward shared service objectives.

Sensitivity to Survivors: Demonstrate empathy, respect, and sensitivity to the complexities of survivors' circumstances, experiences, and individual needs, while maintaining an understanding of the challenges faced by survivors of domestic violence.

Nonjudgmental Approach: Maintain a survivor-centered, trauma-informed, and nonjudgmental approach that respects individual circumstances, choices, dignity, and autonomy.

Professional Conduct: Maintain appropriate professional boundaries, communicate respectfully, and collaborate effectively with other professionals to support coordinated services.

Confidentiality: Protect survivor information and comply with all applicable federal and State confidentiality requirements, professional obligations, and FJC policies governing information sharing and survivor consent.

Background Disclosure: Provide accurate and complete background information as lawfully required by the employing agency, including employment history, education, qualifications, and applicable criminal history or other disclosures relevant to the position.
Background Screening: Submit to and satisfactorily complete applicable background screening requirements, including the following checks, where legally authorized and applicable:

- Criminal History Record Information (CHRI) Background Check, as specified in N.J.A.C. 10:124-3.8.
- Domestic Violence Central Registry Check, pursuant to N.J.S.A. 2C:25-34.
- Child Abuse Record Information (CARI) Background Check, as specified in N.J.A.C. 10:124-3.9.

All background screening shall be conducted in accordance with applicable federal and State laws and authorized procedures. The Contracting Agency and Partnering Agencies shall be responsible for ensuring that their respective personnel satisfy applicable screening requirements.

Ability to Perform Duties: Be able to perform the essential functions of the assigned position, with or without reasonable accommodation, consistent with applicable employment laws.
Training Requirements: Complete applicable FJC orientation and training requirements, including a minimum of eight (8) hours of annual training, as approved by the Director of FJC, consistent with N.J.S.A. 52:4B-72(d). Previously completed training may be recognized when appropriately documented and approved by the Director of FJC. All personnel shall continue to satisfy the applicable annual training requirements.
Compliance with Policies: Adhere to FJC operational policies, safety procedures, confidentiality protocols, and professional conduct standards while providing services at the Center.

B. Contracting Agency

The selected Contracting Agency shall be responsible for the employment, supervision, and management of all personnel employed by the Contracting Agency and assigned to the FJC. Such responsibilities shall include employee recruitment, screening, selection, orientation, applicable drug and alcohol testing, supervision, employee relations, performance evaluations, training, corrective action, and termination, consistent with applicable employment laws and County contractual requirements.

The Contracting Agency shall coordinate the activities of Partnering Agency personnel assigned to the FJC to ensure consistent service delivery, adherence to FJC policies, and effective collaboration among participating agencies. Partnering Agencies shall retain responsibility for the employment, supervision, evaluation, and disciplinary actions of their respective personnel.

The County of Union shall require the Contracting Agency to take appropriate action in response to complaints concerning the conduct, behavior, or performance of its employees. Corrective action may include progressive discipline, reassignment, or termination, as warranted by the circumstances and applicable employment requirements.

For concerns involving Partnering Agency personnel, the Contracting Agency shall notify the respective Partnering Agency and coordinate appropriate corrective action with the County of Union. The County shall retain the authority, consistent with applicable agreements and law, to require the removal of personnel from FJC assignments when necessary to protect survivor safety, confidentiality, or the integrity of FJC operations.

The Contracting Agency must demonstrate leadership and experience within the Union County social/human services community, legal services community, or New Jersey domestic violence service community. The Contracting Agency shall have demonstrated experience providing direct client services and working with survivors of domestic violence.

The Contracting Agency must demonstrate strong organizational and administrative capabilities, experience coordinating multidisciplinary services, effective team-building skills, and the ability to manage competing priorities and perspectives while advancing the common mission and objectives of the FJC.

The Contracting Agency shall coordinate FJC-wide training and professional development opportunities for its employees and personnel assigned by Partnering Agencies, consistent with the requirements established under Staff Development and Evaluation.

The Contracting Agency shall ensure that all individuals seeking assistance at the FJC are welcomed, treated with dignity and respect, and provided equitable access to available services without discrimination or judgment. These expectations shall apply to all Contracting Agency employees, Partnering Agency personnel, and volunteers providing services at the FJC.

C. Personnel

The Contracting Agency shall provide and maintain the staffing necessary for the effective operation of the FJC, with priority given to the Director of FJC and personnel providing direct survivor services. Additional administrative and support personnel may be proposed based on demonstrated operational needs, subject to County approval and available funding.

The Contracting Agency must be able to fulfill the following full-time positions:

1. Director of FJC (One Position)

Must possess a bachelor's degree from an accredited college or university and a minimum of five (5) years of management or leadership experience.

The Director of FJC must demonstrate the ability to establish and maintain partnerships, coordinate multidisciplinary services, collaborate with agencies representing differing perspectives, and effectively manage FJC operations.

The Director must possess knowledge and expertise in domestic and family violence, survivor advocacy, trauma-informed service delivery, and cultural competency. The Director shall maintain current knowledge of applicable domestic violence laws, survivor rights, and relevant professional training requirements.

The Director shall be responsible for overseeing daily FJC operations, coordinating Partnering Agency participation, ensuring compliance with FJC policies and contractual requirements, and promoting a coordinated, survivor-centered service delivery model.

The Director shall also fulfill the responsibilities established under N.J.S.A. 52:4B-72, including oversight of annual training requirements and designation of a Privacy Officer responsible for FJC privacy policies and procedures.

A postgraduate degree in law (J.D.), social work (M.S.W.), or a related field is preferred. Three (3) to five (5) years of experience working within Union County and its social/human services, legal, or domestic violence service networks is also preferred.

2. Intake Personnel (Two Positions)

- *Social or Human Services Intake Worker (One Position)*

Must possess a bachelor's degree from an accredited college or university and a minimum of three (3) years of experience in the social or human services field, either public or private. Must have a minimum of two (2) years of direct client service experience and demonstrate knowledge of public and private social/human services and community resources available to working in and with Union County specifically.

Must demonstrate strong interpersonal communication, active listening, organizational, and problem-solving skills and the ability to assess client needs, provide appropriate referrals, and coordinate services.

The individual shall satisfy applicable FJC orientation and training requirements before independently providing direct survivor services.

- *Legal Intake Worker (One Position)*

Must possess a bachelor's degree from an accredited college or university and a minimum of three (3) years of experience working in the legal field or a directly related area.
Must demonstrate general knowledge of the court system, domestic violence legal protections, restraining orders, and legal remedies available to survivors of domestic and family violence.

Must have a minimum of two (2) years of direct client service experience, including demonstrated interpersonal communication, active listening, organizational, and problem-solving skills.

The individual shall satisfy applicable FJC orientation and training requirements before independently providing direct survivor services.

The Legal Intake Worker shall provide legal information, intake assistance, and referrals within the scope of the position and shall not engage in the unauthorized practice of law.

- *Additional Personnel and Operational Support*

In accordance with N.J.S.A. 52:4B-72(b), additional administrative and support personnel are not specifically mandated by State law but may be necessary to ensure the effective and continuous operation of the Family Justice Center (FJC).

The Contracting Agency shall assess staffing needs to ensure adequate coverage, continuity of operations, and the efficient coordination of services. Priority shall be given to personnel providing direct survivor services, including intake, advocacy, service coordination, and referrals, to ensure that survivors of domestic violence and their families have timely access to appropriate assistance.

Additional administrative or support personnel may be proposed when necessary to maintain daily operations, support direct-service staff, and ensure that administrative responsibilities do not interfere with or diminish the delivery of survivor-centered services. Any additional staffing shall be subject to review and approval by the County of Union and available funding.

D. Privacy Officer Requirement

In accordance with N.J.S.A. 52:4B-72(b), the Director of FJC shall designate a qualified Privacy Officer responsible for overseeing the FJC's privacy policies and procedures, including the protection of confidential survivor records, information sharing, and compliance with applicable federal and State confidentiality requirements.

The Privacy Officer designation may be assigned to a qualified individual serving in another existing FJC position or to an authorized professional from the County of Union or a Partnering Agency. A separate full-time position shall not be required solely for the Privacy Officer designation.

The designated Privacy Officer shall receive appropriate training and have sufficient authority to oversee compliance with FJC confidentiality and privacy requirements.

E. Staff Development and Evaluation

- The Contracting Agency shall conduct and maintain a written annual performance evaluation for each employee under its direct supervision who is assigned to the FJC.

- Partnering Agencies shall remain responsible for evaluating their respective personnel. The Contracting Agency shall coordinate with Partnering Agencies regarding performance or conduct concerns that affect FJC operations, service delivery, or compliance with FJC requirements.
- The Contracting Agency shall maintain appropriate personnel evaluation documentation for its employees and confirm compliance to the County of Union upon request, consistent with applicable employment and confidentiality requirements.

F. Training and Professional Development

The Contracting Agency shall ensure that all personnel employed by the Contracting Agency and assigned to the FJC satisfy applicable training requirements. Partnering Agencies shall remain responsible for ensuring that their respective personnel satisfy applicable training requirements, with the Contracting Agency coordinating and monitoring FJC-wide training compliance.

In accordance with N.J.S.A. 52:4B-72(d), the Director of FJC shall develop or approve a training program consisting of a minimum of eight (8) hours annually for professionals and volunteers assisting at the FJC. Training shall address survivors' rights, survivor advocacy, risk assessments, appropriate case responses, confidentiality, and other relevant topics associated with survivor-centered services.

Initial training requirements shall apply to newly assigned personnel and existing personnel who have not previously satisfied the applicable training requirements. Previously completed training may be recognized when appropriately documented, relevant to assigned responsibilities, and approved by the Director of FJC.

All personnel, regardless of prior training or experience, shall continue to satisfy the minimum annual training requirements established under N.J.S.A. 52:4B-72(d).

The Contracting Agency shall coordinate ongoing training and professional development for its employees and facilitate FJC-wide training opportunities with Partnering Agencies. Partnering Agencies shall be responsible for ensuring their assigned personnel participate in required training and provide documentation of completion.

Training shall include, but not be limited to, the following topics, as applicable to assigned responsibilities:

1. Dynamics of Domestic and Family Violence, including updates and emerging practices;
2. Survivors' Rights, Survivor Advocacy, and Trauma-Informed Services;
3. Criminal Justice Processes relating to domestic violence;
4. Civil and Family Court Procedures and Legal Remedies relating to domestic violence;

5. Risk Assessment, Safety Planning, and Appropriate Case Responses;
6. Behavioral Health, including substance misuse awareness and mental health crisis intervention;
7. First Aid, CPR, and Bloodborne Pathogens, as applicable to job responsibilities;
8. Cultural Competency, Nonjudgmental Complex Service Delivery
9. Confidentiality, Privacy, Information Sharing, and Survivor Consent; and
10. Coordinated Service Delivery, Partnering Agency Resources, and FJC Operational Procedures.

The Contracting Agency shall coordinate training and orientation regarding the missions, programs, services, and referral procedures of Partnering Agencies, including both on-site and off-site services available to FJC clients.

G. Orientation Requirements

Within the first two (2) weeks of assignment to the FJC, newly assigned Contracting Agency employees and regularly assigned Partnering Agency personnel shall receive orientation addressing:

- FJC mission, organizational structure, and service delivery model;
- FJC programs and services available through Partnering Agencies;
- Emergency response, safety, and security procedures;
- Applicable County and Contracting Agency administrative procedures;
- Professional conduct and reporting procedures;
- Confidentiality, privacy, and information-sharing requirements; and
- Client intake, referrals, and coordinated service delivery procedures.

Existing personnel who have previously completed applicable orientation may receive recognition for documented training, provided it meets current FJC requirements and is approved by the Director of FJC.

Before independently providing direct survivor services or accessing confidential survivor information, personnel shall receive appropriate instruction regarding confidentiality, survivor safety, emergency procedures, and applicable FJC service protocols.

H. Training Documentation

The Contracting Agency shall maintain training records for its employees and documentation of FJC-wide training compliance. Such documentation shall include training dates, topics, attendance, completion records, and applicable certifications.
Partnering Agencies shall maintain training records for their respective personnel and confirm compliance to the Contracting Agency and County of Union upon request.

Training and evaluation records shall be maintained in accordance with applicable record retention and confidentiality requirements and shall be made available to the County of Union for review upon request.

I. Criminal History Record Information Background Checks

The Contracting Agency shall ensure that all employees under its direct supervision who are assigned to the FJC, including the Director of FJC, satisfy applicable State and Federal Criminal History Record Information (CHRI) background screening requirements.

Background screening shall be conducted in accordance with applicable New Jersey laws and regulations, including N.J.A.C. 10:124-3.8 where applicable, and through legally authorized procedures.

Partnering Agencies shall be responsible for ensuring that personnel assigned to the FJC satisfy applicable criminal history screening requirements established by law, professional licensing requirements, and the FJC's approved personnel eligibility standards.

The Contracting Agency shall obtain appropriate confirmation of screening compliance from Partnering Agencies without requiring disclosure of confidential criminal history records unless such disclosure is legally authorized.

Where a criminal history record identifies a conviction or other information relevant to personnel eligibility, the Contracting Agency shall ensure that the matter is reviewed in accordance with applicable law and established eligibility standards.

The Union County Department of Human Services shall retain contractual oversight authority to determine whether personnel may be assigned to the FJC, consistent with applicable laws, contractual provisions, and authorized screening procedures.

J. Domestic Violence Registry Background Checks

The Contracting Agency shall ensure that personnel assigned to the FJC, including the Director of FJC, satisfy applicable domestic violence-related background screening requirements, consistent with N.J.S.A. 2C:25-34 and other applicable laws.

Domestic Violence Central Registry information shall be requested or accessed only by entities legally authorized to obtain such information and only for purposes permitted by law.

The Contracting Agency and Partnering Agencies shall ensure that personnel provide all lawfully required disclosures regarding domestic violence-related restraining orders or other relevant matters, consistent with applicable employment and confidentiality laws.
Where a Final Restraining Order (hereafter "FRO") or Temporary Restraining Order (hereafter "TRO") is identified through legally authorized screening or disclosure, the matter

shall be reviewed under the County's approved personnel eligibility standards and applicable legal requirements.

The County of Union intends to maintain strict personnel suitability standards to protect survivors and their families. The County shall retain the authority to require appropriate corrective action or removal from FJC assignments when supported by applicable law, contractual requirements, and established eligibility procedures.

K. Child Abuse Record Information Background Checks

The Contracting Agency shall ensure that all employees assigned to the FJC, including the Director of FJC, satisfy applicable Child Abuse Record Information (CARI) background screening requirements, consistent with N.J.A.C. 10:124-3.9 where applicable, and other governing laws and regulations.

The Contracting Agency shall obtain written consent from employees for legally authorized CARI background checks, where required, and shall maintain appropriate documentation of screening compliance.

Partnering Agencies shall remain responsible for ensuring that assigned personnel satisfy applicable child abuse background screening requirements and shall provide confirmation of compliance to the Contracting Agency or County of Union upon request.

Where a child abuse-related finding is identified through an authorized screening process, the matter shall be reviewed in accordance with applicable laws, regulations, and established personnel eligibility standards.

The Union County Department of Human Services shall retain contractual oversight authority to determine whether personnel may be assigned to or continue providing services at the FJC, consistent with applicable laws and approved screening procedures.

All screening information shall be maintained confidentially and accessed only by authorized personnel.

L. County Oversight and Partnering Agency Accountability

The County of Union, through the Department of Human Services, shall retain oversight responsibility for monitoring the Contracting Agency's compliance with the staffing, training, professional conduct, confidentiality, background screening, and service delivery requirements established under the RCCP and resulting contract.

The Contracting Agency shall be responsible for ensuring that its employees comply with all applicable FJC standards and shall coordinate compliance with Partnering Agencies whose personnel provide services at the Center.

Partnering Agencies shall remain responsible for their respective personnel's employment qualifications, professional credentials, background screening, supervision, and employment-related corrective actions.

All personnel assigned to the FJC shall comply with FJC operational procedures, safety requirements, confidentiality standards, and professional conduct expectations regardless of their employing organization.

The Contracting Agency shall promptly notify the County of Union of significant personnel concerns that may affect survivor safety, confidentiality, professional conduct, or the continuity of FJC services, consistent with applicable confidentiality and employment laws.

The County of Union may require corrective action, additional training, reassignment, or removal of personnel from FJC assignments when necessary to ensure compliance with contractual requirements and protect the safety and integrity of FJC operations.

PERFORMANCE MEASURES

The Contracting Agency shall be responsible for coordinating, monitoring, and documenting the performance of the Family Justice Center (FJC) in accordance with the requirements of this RCCP and the resulting contract. Performance measurements shall address service accessibility, survivor-centered service delivery, coordination with Partnering Agencies, operational effectiveness, and opportunities for continuous improvement.

The Contracting Agency shall maintain appropriate documentation supporting reported performance and shall cooperate with the County of Union, Department of Human Services, in all monitoring and evaluation activities. Partnering Agencies shall remain responsible for their respective services, personnel, and applicable professional and confidentiality requirements.

A. Memoranda of Understanding

The Contracting Agency shall provide the County of Union, Department of Human Services, with an executed Memorandum of Understanding (MOU) between the Contracting Agency and each Partnering Agency within thirty (30) days of the contract award.
Each MOU shall include, at a minimum:

1. The name of the Partnering Agency;
2. The Partnering Agency's area of expertise relevant to the FJC;
3. The specific direct services to be provided by the Partnering Agency;
4. The responsibilities of the Contracting Agency necessary to support the Partnering Agency’s delivery of services;
5. The days and anticipated hours during which the Partnering Agency will provide on-site services at the FJC, where applicable;
6. The procedures for intake, referrals, coordination, and follow-up, consistent with survivor consent and applicable confidentiality requirements; and

7. The respective responsibilities of the Contracting Agency and Partnering Agency for Personnel, training, reporting, and adherence to the FJC operational requirements.

MOUs shall be reviewed, updated as necessary, and renewed annually in writing. Executed annual MOUs shall be provided to the County of Union, Department of Human Services, by February 15th of each year.

The Contracting Agency shall notify the County of Union of material changes affecting Partnering Agency participation, service availability, or the continuity of FJC operations.

B. Evaluation Reports from Partnering Agencies

The Contracting Agency shall request a written evaluation report from each Partnering Agency's director or designated representative every three (3) months regarding the Contracting Agency's coordination and delivery of FJC services. Each evaluation shall address, at a minimum:

- The overall performance, professionalism, and commitment of the Contracting Agency's FJC personnel;
- The quality and effectiveness of intake, referral, and service coordination procedures;
- The accuracy and effectiveness of the FJC service calendar and Partnering Agency scheduling;
- The Contracting Agency's fulfillment of responsibilities established in the applicable MOU;
- The effectiveness of communication, collaboration, and working relationships between the Contracting Agency and Partnering Agency; and
- Any aspect of operational concerns, service gaps, challenges, or recommendations for improvement of the Partnering Agency and the Contracting Agency, including working relationship.

Partnering Agency evaluations shall be submitted in writing directly to the County of Union, Department of Human Services. The Contracting Agency shall provide each Partnering Agency with written notice at least thirty (30) days before the report is due, followed by a reminder ten (10) days before the due date. The Contracting Agency shall ensure that Partnering Agencies receive the County's reporting guidelines and submission instructions.

The Contracting Agency shall cooperate with the County in addressing issues identified through Partnering Agency evaluations. Partnering Agencies shall remain responsible for the accuracy and completeness of their respective evaluations.

C. Report from Contracting Agency

The Contracting Agency shall submit a written **monthly performance report** to the County of Union, Department of Human Services. The report shall include, at a minimum:

- Number of individuals seeking services at the FJC;
- Number of individuals receiving services at the FJC;
- Number of new and returning clients, where such information can be collected and reported appropriately;
- Statistical summary of the types of services requested and provided;
- Number and types of referrals made to on-site and off-site Partnering Agencies;
- Referral outcomes or confirmed service connections, where available and legally permissible;
- Services available through the FJC and any identified gaps or unmet service needs;
- Significant operational challenges affecting service availability or continuity; and
- Actions taken to address identified service delivery concerns.

Performance information shall be reported in aggregate form and shall not include personally identifiable survivor information or confidential case details. The County of Union may establish standardized reporting formats, definitions, and additional performance indicators to ensure consistency and facilitate monitoring.

In addition to monthly reporting, the Contracting Agency shall submit a written **quarterly report** addressing:

- Challenges involving Partnering Agencies and actions taken to resolve those challenges;
- Efforts to strengthen coordination, communication, and working relationships among Partnering Agencies;
- A summary of personnel development, training compliance, and team-building activities involving Contracting Agency and Partnering Agency personnel, without disclosing confidential employment records;
- Progress toward improving intake, referral, service coordination, and survivor access;
- Identified service gaps, operational improvements, and corrective actions;
- Strategic planning for growth related to FJC operations, service expansion, and proposed changes to the FJC service delivery model; and
- Recommendations arising from discussions with Partnering Agencies and other stakeholders.

The Contracting Agency shall maintain supporting documentation for reported activities and make appropriate records available to the County of Union upon request, subject to applicable confidentiality requirements.

D. Client Surveys

The Contracting Agency shall implement an ongoing process for obtaining confidential and

voluntary feedback from survivors and other individuals receiving services at the FJC.
The survey process shall be developed by the Contracting Agency with input from Partnering Agencies and shall be designed to evaluate the survivor's experience at the FJC. Surveys shall address, but not be limited to:

- Satisfaction with services available and received;
- Whether the individual was treated with dignity, respect, and sensitivity;
- Accessibility, timeliness, and ease of obtaining services;
- Effectiveness of intake, referrals, and coordination of services;
- Experience during return visits, where applicable;
- Services/resources not available that the individual believes would be beneficial; and
- Recommendations for improving FJC operations and services.

Surveys shall be anonymous and voluntary and shall not request the individual's name or other personally identifiable information. Participation or refusal to participate shall not affect eligibility for or access to FJC services.

The Contracting Agency shall provide accessible methods for submitting feedback, including a secure collection process that protects anonymity and confidentiality. Surveys shall be offered at an appropriate point in the service experience without interfering with the individual's safety, privacy, or access to assistance.

A final copy of the client survey instrument and the proposed survey administration process shall be provided to the County of Union within thirty (30) days of the contract award.

The Contracting Agency shall review survey results throughout the year, identify opportunities for improvement, and provide aggregate findings and recommendations to the County of Union as part of its performance monitoring responsibilities.

E. Evaluation of Contracting Agency

The County of Union, Department of Human Services, shall conduct formal monitoring and evaluation of the Contracting Agency one (1) or two (2) times during each contract year, as determined by the County. Monitoring may include an on-site review, meetings with Contracting Agency leadership, review of performance reports, evaluation of Partnering Agency participation, and examination of appropriate operational and contractual records. Before the monitoring and evaluation meeting, the Contracting Agency shall review and summarize client survey findings in writing and submit the summary to the County of Union. The County's evaluation shall address, at a minimum:

- Compliance with contractual requirements and approved MOUs;
- Staffing, training, and professional conduct requirements;
- Intake, referral, and coordinated service delivery procedures;

- Survivor access, satisfaction, and service availability;
- Partnering Agency relationships and service coordination;
- Confidentiality, privacy, safety, and security procedures;
- Record keeping and reporting compliance;
- Facility, space, and operational concerns; and
- Progress in addressing previously identified findings or recommendations.

Any additional matters the Contracting Agency wishes to raise that are not addressed in its submitted reports shall be communicated to the County's designated representative at least three (3) days before the evaluation meeting.

The County may require a written corrective action plan identifying deficiency, proposed corrective actions, responsible parties, and anticipated completion dates. The Contracting Agency shall provide documentation of corrective action implementation within the timeframe established by the County.

RECORD KEEPING REQUIREMENTS

A. General Record Keeping Requirements

The Contracting Agency shall maintain and retain all records associated with the operation of the Family Justice Center (FJC) for a minimum period of five (5) years, in accordance with applicable federal and State laws, contractual requirements, and approved records retention procedures. Where applicable laws, regulations, funding requirements, or professional standards require a longer retention period, the longer period shall govern.

Records subject to an audit, investigation, litigation, legal hold, or unresolved monitoring finding shall be retained until the matter has been fully resolved and disposition is legally authorized, even if the five-year retention period has expired.

The Contracting Agency shall establish procedures for the secure storage, maintenance, retrieval, transfer, and authorized destruction of records, ensuring the confidentiality and protection of survivor information.

Partnering Agencies shall remain responsible for maintaining their respective records in accordance with applicable laws, professional standards, and confidentiality requirements. Upon expiration or termination of the contract, records shall be retained or transferred in accordance with County-approved procedures and applicable legal requirements.

B. Confidentiality and Survivor Records

In accordance with N.J.S.A. 52:4B-75 and other applicable federal and State laws, the FJC shall maintain written privacy and confidentiality policies and procedures under the supervision of the designated Privacy Officer.

The Contracting Agency shall maintain electronic records documenting services provided to survivors, to the extent appropriate and legally permissible, using secure systems that restrict access to authorized personnel.

Survivor records shall be maintained separately from general administrative and performance reporting records, as appropriate, and shall be protected against unauthorized access, disclosure, alteration, or destruction. Access to survivor information shall be limited to personnel with an authorized need to perform assigned responsibilities. Information sharing among the Contracting Agency, Partnering Agencies, and other service providers shall occur only when permitted by applicable law and supported by any required survivor consent or other lawful authorization.

The Contracting Agency shall ensure that applicable confidentiality and privilege protections are preserved. Records shall not be considered automatically exempt from discovery or disclosure solely because they are labeled confidential or "non-discoverable." Any such designation shall be used only in accordance with applicable law and County-approved procedures.

Partnering Agencies shall maintain the confidentiality of their respective client and professional records. They shall not be required to disclose privileged or otherwise protected information to the Contracting Agency or County except as legally authorized.

C. Record Security and Access

The Contracting Agency shall establish and implement safeguards for electronic and physical records, including:

- Secure storage and controlled access;
- Appropriate user permissions and authentication;
- Protection against unauthorized disclosure or alteration;
- Secure transmission of confidential information;
- Procedures for reporting suspected privacy or security incidents;
- Secure backup and recovery procedures, where applicable; and
- Authorized records disposition and destruction.

The Contracting Agency shall promptly report significant records security or confidentiality concerns to the County of Union in accordance with applicable laws, County-approved procedures, and contractual reporting requirements.

D. County Monitoring and Access to Records

The Contracting Agency shall make administrative, fiscal, contractual, and performance records available to the County of Union for authorized monitoring, evaluation, and audit purposes. Access to survivor-specific, privileged, or otherwise confidential records shall be limited to circumstances authorized by applicable law and shall be subject to appropriate

confidentiality protections. Where appropriate, the Contracting Agency shall provide aggregate reports, de-identified information, or documentation of compliance in place of confidential survivor records.

E. Records Upon Contract Expiration or Termination

Upon expiration or termination of the contract, the Contracting Agency shall cooperate with the County of Union in ensuring the orderly transition, preservation, and authorized transfer or continued custody of records necessary for FJC operations. The disposition of confidential survivor records shall comply with applicable federal and State laws, professional confidentiality requirements, survivor consent requirements, and County-approved transition procedures. The Contracting Agency shall not abandon, improperly disclose, or destroy records as a result of contract expiration, termination, or a change in service provider.

IV. CONTRACTOR BUSINESS REGISTRATION CERTIFICATE

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

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

During the course of contract performance:

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

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

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

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

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

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

Proof of business registration shall be:

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

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

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

IN ADDITION:

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

1. The Contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the Contractor;
2. Subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
3. Before receipt of final payment from a contracting agency, the Contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers or attest that none were used; and
4. During the term of this contract, the Contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit, to the Director, New Jersey Division of Taxation, the use tax due

pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

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

V. ESTIMATION OF PROPOSAL PRICE

The Contractor shall satisfy all service requirements for the period **January 1, 2027 – December 31, 2027.** Separate budgets are to be submitted for years **2028, 2029, 2030, and 2031,** each for a twelve-month period.

VI. BILLING

A. Monthly Voucher Reports

The Contracting Agency shall submit monthly invoices to the County of Union using the County's prescribed voucher process. Invoices shall be submitted no later than the fifth (5th) day of the month following the month in which services were rendered.

Payment shall be contingent upon the timely submission and acceptance of all required monthly management and performance reports, together with appropriate supporting documentation, as required under the RCCP and resulting contract. The County of Union shall retain the authority to review invoices and supporting documentation and to withhold processing of payments until all required reports and documentation have been received and deemed acceptable.

B. Monthly Management Report

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

VII. PROGRAM REQUIREMENTS

A. Program Oversight

The Contracting Agency shall be responsible for the day-to-day administration, coordination, and operational oversight of the FJC, consistent with the requirements established under this RCCP and the resulting contract.

The County of Union, through the Department of Human Services, shall retain responsibility for monitoring and evaluating the administrative, financial, and programmatic performance of the Contracting Agency.

The Contracting Agency shall participate in regularly scheduled management meetings with the County to review program operations, performance measures, financial matters, service delivery, Partnering Agency coordination, and any identified concerns requiring corrective action.
The County shall make site visits to review appropriate programmatic and financial documentation, and monitor activities performed under the contract, subject to applicable confidentiality and survivor privacy requirements. The Contracting Agency shall also cooperate with all applicable State, judicial, and other legally authorized monitoring and oversight requirements.

B. Required Equipment

The County of Union shall provide sufficient telephone and data lines, as well as telephone equipment, necessary to support FJC operations. The Contracting Agency shall be responsible for providing, maintaining, repairing, and replacing sufficient computer equipment, printers, facsimile capabilities where necessary, and any other office equipment required to fulfill the administrative, operational, reporting, and service delivery requirements established under this RCCP.

The Contracting Agency shall ensure that all equipment under its responsibility remains in proper working condition throughout the contract period and complies with applicable confidentiality, information security, and operational requirements.

VIII. COMPETITIVE CONTRACTING REQUIREMENTS

A. Competitive Contracting Timeline

04/20/17	Passage of Resolution 2017-309 by Board of Chosen Freeholders authorizing the use of competitive contracting for Union County Family Justice Center
10/28/26	Notice of Availability of Request for Proposals published by County
11/05/26	Last day for Request for Competitive Contract Proposal Questions
11/19/26	Deadline for proposal submission – 11:00 A.M. (Proposals must be received in a **sealed package** by Division of Purchasing staff on or before the deadline – 1 original, 8 copies, and 1 electronic copy of the Word and Excel application forms with the required scanned attachments on a Thumb drive): County of Union – Purchasing Division -2nd Floor Attention: Michelle Hagopian, Assistant Director of Purchasing 10 Elizabethtown Plaza, Elizabeth, NJ 07207 **RCCP# 6-2026 UNION COUNTY FAMILY JUSTICE CENTER**

11/19/26	Public Opening of Proposal Packets – 11:00 A.M.
11/19-11/23/26	Evaluation Period
12/10/26	Board of County Commissioners meeting – anticipated contract award by resolution; subsequent Notice of Award to be published by Clerk of the Board
12/11/26	Anticipated Official Award Notification
01/01/27	Services Commence

B. Submission of Proposals

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

11:00 A.M. Thursday, November 19, 2026
Attention: Michelle Hagopian, Assistant Director of Purchasing
County of Union
Purchasing Division
Union County Administration Building – 2nd Floor
10 Elizabethtown Plaza, Elizabeth, NJ 07207
Attention: RCCP #6-2026
UNION COUNTY FAMILY JUSTICE CENTER

One (1) original paper hard copy, eight (8) paper copies, and one (1) electronic copy of the Word and Excel application forms with the required scanned attachments on a Thumb Drive submitted in a sealed package.

C. Proposal Review and Evaluation Process

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

D. Criteria for Award of Contract and Proposal Responses

Below are the Criteria for awarding the Union County Family Justice Center for January 1, 2027 – December 31, 2031. These criteria represent the factors that will be utilized by the Union County Department of Human Services and the Evaluation Committee to evaluate proposals to determine the successful contractor.

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

Criteria for Award:

1.	**Letter of Transmittal**	**5 points**
2.	**Qualification Questionnaire**	**200 points**
3.	**Financial Information**	**75 points**
4.	**Other Information**	**20 points**
	Total Potential Points	**300 points**

1. Letter of Transmittal Total: 5 points

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

- Identification of the offering organization, including name, address, telephone number and fax number.

- Name, title, address, telephone number and fax number and email address of contact person during period of proposal submission evaluation.

- A statement to the effect that the proposal shall remain valid for a period of not less than eighty-eight (88) days from the date of submission (through the effective date of contract).

- Total Proposed Price for Year 2027 (12 months) through Year 2031 (must match Proposal Cover Page or points will be deducted).

- Signature of the person authorized to bind the proposing organization to the terms of the specifications, with corporate seal affixed. If the signatory is other than the President or Chief Executive Officer of the organization, please include a copy of the corporate resolution authorizing this signatory.

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

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

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

- Your Organizational Structure (include an Organizational Chart)
- Location of satellite offices

- Number of Personnel by Discipline
- Name of Organization, Names of Officers and Board Members, Address, Telephone Number
- Major Functions of the Organization
- Organization's History including the number of years in existence

Describe your organization's history and background in providing this type of service. Provide a list of three (3) contacts, for which your organization provided services or have knowledge of your services within the past four (4) years.

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

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

c. Management Plan (Support and Oversight): **(50 points)** Provide a comprehensive, detailed description of how the proposed service will be implemented and administered throughout the contract period. List all activities that are important and necessary to the implementation and ongoing delivery of services. Describe how the proposed program will be fully operational and prepared to accept walk-ins and referrals for the Union County FJC by January 1, 2027.

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

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

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

- Hiring Procedures
- Employee Orientation and Training

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

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

a. **Proposal Cover Page** (use attached form)
The Proposer shall provide costs for each of the five years for the Union County Family Justice Center operation. The initial contract period of January 1, 2027 through December 31, 2027 (12-month period), and for each of the four (4) 12-month extension periods for 2028, 2029, 2030, and 2031.

b. **The Proposer's back-up itemized budgets** shall include all annual anticipated costs and expenditures in compliance with the standards outlined in the body of this contract, with itemized detail to be attached as supporting budget forms submitted with the proposal. The Proposer must include an itemized budget for each of the five years (2027– 2031). The attached form may be modified to fit appropriate budget categories. Forms for the **Back-up Budget Forms A1 for Years 2027-2031 and Form A1-a, A1-b, and A1-c should be completed for the itemized budget.**

c. **Financial Statement certified by a CPA or Audit**

4. Other Information to be Submitted Total 20 points

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

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

FORMS

Union County Forms (must be completed and included with proposal):

- **Proposal Submission Checklist (Page 4-5 of RCCP Specifications)**
- **Proposal Cover Page**
- **Form A: Consent of Surety**
- **Form B: Proposer Signature Page**
- **Form C: Statement of Ownership Disclosure – Place N/A if not applicable and submit the form**
- **Form D: Non-Collusion Affidavit**
- **Form E: Affirmative Action Requirement**
- **Form F: Affidavit of No Conflict of Interest**
- **Form G: Certification of Non-Debarment**
- **Form H: Union County Insurance Requirements**
- **Form I: New Jersey Business Registration Certificate**
- **Form J: Disclosure of Investment Activities in Iran**
- **Form K: Certification of Non-Involvement in Prohibited Activities in Russia or Belarus**
- **Form L: Federal Funds Terms and Conditions**
- **Form M: Byrd Anti-Lobbying Amendment Certification and Disclosure of Lobbying Activities**
- **Form N: Disclosure of Lobbying Activities (LLL)**
- **Form O: Acknowledgement of Receipt of Proposal Addenda, if applicable.**
- **Form P: Americans With Disabilities Act**
- **Failure to Sign Below Will Disqualify Proposal**
- **Documentation Checklist – must be submitted**
- **Forms A1 for Each Year 2027, 2028, 2029, 2030,2031**
- **Form A1-a, A1-b, A1-c**

ATTACHMENTS

- **EXHIBIT A: Mandatory Equal Employment Opportunity Language (Revised 4/10)**

PROPOSAL COVER PAGE
(Mandatory Proposal Submission)

HAVING CAREFULLY READ THE SPECIFICATIONS, THE UNDERSIGNED HEREBY AGREES TO OPERATE THE UNION COUNTY FAMILY JUSTICE CENTER IN ACCORDANCE WITH THE SPECIFICATIONS, FOR THE UNIT PRICE STATED IN THE SCHEDULE OF PREICES FOLLOWING:

FAMILY JUSTICE CENTER OPERATION

YEARS 1-5 TOTAL BY YEAR:

YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR
Year 2027	Year 2028	Year 2029	Year 2030	Year 2031
_____	_____	_____	_____	_____

OVERALL TOTAL 5 YEARS: _____

NOTE: **The awarded Contractor will be reimbursed on a monthly basis.**

FORM A

(Mandatory Proposal Submission)

CONSENT OF SURETY Rev. 4/16/01
(TO ACCOMPANY PROPOSAL)

_____(hereinafter called Surety), organized and existing under the laws

of the State of _____ and duly authorized and qualified to transact

business in the State of New Jersey, in consideration of the sum of One Dollar ($1.00), lawful

money of the United States of America, to it in hand paid, receipt whereof is hereby

acknowledged, and in consideration, hereby certifies and agrees that if the contract for which the

attached proposal is made be awarded to _____ (hereinafter called Contractor)

for the performance of certain work or the supplying of certain materials, or both, as more

particularly set forth in said proposal and described for purposes of this instrument as a proposal

for _____ to the **COUNTY OF UNION** and if Contractor shall enter

into the contract, Surety will become bound as surety for its faithful performance and will provide

the Contractor with a bond in the full amount of the contract price.

_____

NAME OF INSURANCE COMPANY

ADDRESS_____

_____

_____

SIGNATURE ATTORNEY-IN-FACT FOR INSURANCE CO.

NOTE: Proof of authority of officers of surety company to execute this document must be submitted.

PROPOSER SIGNATURE PAGE **FORM B**
(Mandatory Proposal Submission) Rev. 5/15/2011

1. If doing business under a **trade name, partnership** or a **sole proprietorship,** you must submit the CCP under **exact title** of the trade name, partnership, or proprietorship, and the CCP must be signed by either the **owner** or a **partner** and **witnessed** by a **notary public**.

2. If a **Corporation**, the CCP must be signed by the **President** or **Vice President** and **witnessed** by **Corporate Secretary**, (Corporate title must be exact) and **affix corporate seal**.

3. Other persons **authorized** by **Corporate Resolution** to execute agreements in its behalf may also sign the CCP documents (pages).

4. The Person who signs this CCP form **must also sign** the **Non-Collusion Affidavit**.

5. You **cannot** witness your own signature.

_____
NAME OF PROPOSER

_____ _____
SIGNATURE ADDRESS OF PROPOSER
CORPORATE SECRETARY

_____

_____
PRINT NAME AND TITLE TELEPHONE: _____
CORPORATE SECRETARY

FAX: _____

EMAIL: _____

BY:

_____
SIGNATURE

_____
DATE

AFFIX CORPORATE SEAL _____
PRINT OR TYPE NAME AND TITLE

WARNING: FAILURE TO FULLY, ACCURATELY, AND COMPLETELY SUPPLY THE INFORMATION REQUESTED ON THIS PAGE MAY RESULT IN THE REJECTION OF YOUR CCP AS NON-RESPONSIVE

(Mandatory Proposal Submission)

STATEMENT OF OWNERSHIP DISCLOSURE **FORM C**

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:	

NON-COLLUSION AFFIDAVIT FORM D

(Rev. 4/24/01)

(MANDATORY PROPOSAL SUBMISSION)

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.

AFFIRMATIVE ACTION REQUIREMENT Rev. 6/29/93 FORM E

(Mandatory Proposal Submission)

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 Proposers do 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 this form is completed

FORM F

AFFIDAVIT OF NO CONFLICT OF INTEREST
(MANDATORY PROPOSAL SUBMISSION)

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_____.

FORM G

CERTIFICATION FOR LOBBYING & DEBARMENT
(Mandatory proposal submission)

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, 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

CERTIFICATION FOR LOBBYING & DEBARMENT (Form G 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 CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL 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

Organization:

Instructions for Certification of Lobbying & Debarment **FORM G** (Continued)

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 which 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.

   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

FORM H

UNION COUNTY INSURANCE REQUIREMENTS
(Mandatory proposal submission)

P. Contractor shall procure and maintain for the duration of the contract insurance against **Insurance Requirements**

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

Coverage shall be at least as broad as:

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

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

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

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

5. Sexual Abuse or Molestation (SAM) Liability: If the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than $3,000,000 per occurrence or claim.

6. Cyber Liability: Insurance with limits not less than $3,000,000 per occurrence or claim, $3,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this contract and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber ex3tortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

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

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

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

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

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

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

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

Subcontractors
Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County of Union is an additional insured on insurance required from subcontractors.

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

FORM H (Continued)

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

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

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

_____ _____

Witness **Contractor**

DATE: _____

FORM I
BUSINESS REGISTRATION
(MANDATORY PROPOSAL SUBMISSION)
(FOR PROFIT PROPOSERS ONLY)

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 this RCCP.

If subcontractors are named in 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 this RCCP.

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#:
970-087-382/500

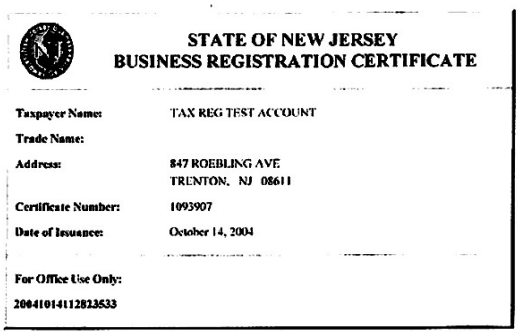
SEQUENCE NUMBER:
0107330

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

COUNTY OF UNION NEW JERSEY **FORM J**
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM
(MANDATORY PROPOSAL SUBMISSION)

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

Revised 10/19/17

FORM K

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS (MANDATORY PROPOSAL SUBMISSION)

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.

_____

_____

_____

_____

_____

(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] neans: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business asso ship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or inst ument, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 2 rent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragra

FORM L

TERMS AND CONDITIONS APPLICABLE TO ALLCONTRACTS/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 11246 of 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 in accordance 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.

FORM M

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 Congres9999s 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 & Title of Contractor's Authorized Representative Date

FORM N

DISCLOSURE OF LOBBYING ACTIVITIES (LLL)
(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):*	**b. Individuals performing services including address if different from no. 10a**) *(last name, first name, MI):*
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 not less then 10,000 and no more then $100,000 for each such failure.	Signature:_____ Print Name:_____ Title:_____ Telephone No.:_____ Date:_____
Federal Use Only:	*Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)*

FORM O

ACKNOWLEDGEMENT OF ADDENDUM NO. _____

(This form is to be used only if an addendum is issued)

COMPETITIVE CONTRACT SPECIFICATIONS:
RCCP #6-2026

UNION COUNTY FAMILY JUSTICE CENTER

DATE:

Acknowledgement is hereby made of receipt of Addendum No. _____ dated _____.

_____

Name of Proposer

_____

Signature of Corporate Secretary

_____

Print Name and Title of Corporate Secretary

AMERICANS WITH DISABILITIES ACT **FORM P**
EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES
(MANDATORY PROPOSAL SUBMISSION)

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: _____

FAILURE TO SIGN BELOW WILL DISQUALIFY PROPOSER'S RESPONSE

To the best of my knowledge and belief, the information presented in this proposal is true and complete. I further acknowledge a continuing obligation to update the proposal if material discrepancies are discovered. Failure to do so may result in this proposal being disqualified from further consideration.

PROPOSER NAME: _____

AUTHORIZED REPRESENTATIVE: _____

SIGNATURE: _____

DATE: _____

ATTACHMENTS

- **EXHIBIT A: Mandatory Equal Employment Opportunity Language (Revised 4/10)**

EXHIBIT A

Attachment 1

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, 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 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 by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. l7:27 5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.