MIDDLESEX COUNTY • NJ

CC-27-905

SPECIFICATIONS FOR

GLOBAL POSITIONING SYSTEM (GPS) ELECTRONIC MONITORING, MENTORING & EVENING REPORTING PROGRAM IN THE AREAS OF DETENTION/DETENTION ALTERNATIVES AND DISPOSITION

COUNTY OF MIDDLESEX
OFFICE OF THE PURCHASING AGENT
75 BAYARD ST., 3RD FLOOR
NEW BRUNSWICK, NJ 08901

RELEASE DATE: November 9, 2026

RESPONSE DEADLINE: December 1, 2026, 11:00 am

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://procurement.opengov.com/portal/middlesexcountynj

COUNTY OF MIDDLESEX

BID CC-27-905

SPECIFICATIONS FOR

GLOBAL POSITIONING SYSTEM (GPS) ELECTRONIC MONITORING, MENTORING & EVENING REPORTING PROGRAM IN THE AREAS OF DETENTION/DETENTION ALTERNATIVES AND DISPOSITION

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A - YJC Data Packet - Local and State Comparisons - 2026

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1. NOTICE TO PROPOSERS

NOTICE IS HEREBY GIVEN that proposals shall be received electronically no later than Tuesday, December 1, 2026, at 11:00 am prevailing time, for the GLOBAL POSITIONING SYSTEM (GPS) ELECTRONIC MONITORING, MENTORING & EVENING REPORTING PROGRAM IN THE AREAS OF DETENTION/DETENTION ALTERNATIVES AND DISPOSITION AS REQUIRED BY THE COUNTY OF MIDDLESEX.

Proposals shall be submitted electronically via the Middlesex County's Electronic Procurement Portal https://procurement.opengov.com/portal/middlesexcountynj

Legal notices issued by the County of Middlesex are available for public viewing on our Current Legal Notices webpage at https://www.middlesexcountynj.gov/government/public-notices and the official Secretary of State's Legal Notices Website at https://www.nj.gov/state/statewide-legal-notices-list.shtml free of charge.

The proposal opening will be live streamed via Zoom. Zoom meeting information can be found in the Introduction section under the Timeline (Bid Submission Deadline).

Proposers are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1 et seq.) regarding equal employment opportunities and with the requirements of P.L. 1977 C.33 regarding corporate and/or partnership ownership.

The right to reject any and all proposals is reserved in accordance with applicable law.

By order of the Board of Commissioners of the County of Middlesex.

ALEXANDRA LOPEZ, QPA, RPPS

QUALIFIED PURCHASING AGENT

2. INTRODUCTION

2.1. Summary

It is the intention of these specifications to provide to prospective proposers the requirements for a Global Positioning System (GPS) Electronic Monitoring, Mentoring & Evening Reporting Program in the areas of Detention/Detention Alternatives and Disposition for qualified court-involved youth residing in Middlesex County in accordance with the New Jersey Youth Justice Commission's (YJC) State/Community Partnership and Family Court Appropriations as required by the Middlesex County Department of Community Services, Office of Human Services.

Proposers are encouraged to incorporate a strength-based, youth-centered approach when designing programs. This means services and programs should seek to build on the strengths, assets, and protective factors of youth, while addressing their identified needs and supporting positive outcomes. A strengths-based approach to youth justice continuum planning is a framework for designing programs and interventions that build on the assets, capabilities, relationships, and potential of young people, families, and communities, while matching the level and type of intervention to each young person's needs, risks, circumstances and goals. The continuum should create opportunities for young people to move toward greater stability, accountability, connection and independence.

2.2. Contact Information

Thuy Bozzett
Purchasing Clerk 2
75 Bayard St
New Brunswick, NJ 08901
Email: thuy.bozzett@co.middlesex.nj.us
Phone: (732) 745-4172

Department:
Office of Human Services

Department Head:
Melyssa Lewis
Office Director

2.3. Timeline

Release Project Date	November 9, 2026

Pre-Proposal Meeting (Non-Mandatory)	November 16, 2026, 11:00am Thuy Bozzett is inviting you to a scheduled Zoom meeting. Join Zoom Meeting https://middlesexcountynj-gov.zoom.us/j/86793198010?pwd=0xcExsWY14qOCGg5Eb9aTs0Q30sYB3.1 Meeting ID: 867 9319 8010 Passcode: 248947 --- One tap mobile +13092053325,,86793198010#,,,,*248947# US +13126266799,,86793198010#,,,,*248947# US (Chicago)
Question Submission Deadline	November 20, 2026, 10:00am
Question Response Deadline	November 27, 2026, 10:00am
Proposal Submission Deadline	December 1, 2026, 11:00am Thuy Bozzett is inviting you to a scheduled Zoom meeting. Join Zoom Meeting https://middlesexcountynj-gov.zoom.us/j/86498824753?pwd=3UrdysKa56XUAmO5C0D2QFb4TckE45.1 Meeting ID: 864 9882 4753 Passcode: 644135 --- One tap mobile +19294362866,,86498824753#,,,,*644135# US (New York) +13017158592,,86498824753#,,,,*644135# US (Washington DC)

COMMENCEMENT OF SERVICES	January 1, 2027

3. SUBMISSION OF PROPOSALS

3.1. SUBMISSIONS OF PROPOSALS

Proposals shall be submitted electronically to the County of Middlesex, hereinafter referred to as "owner", in accordance with public advertisement as required by law, via the Middlesex County's Electronic Procurement Portal (**https://procurement.opengov.com/portal/middlesexcountynj/**).

Unofficial bid prices will be available at the above portal site shortly after 11:00 am on Tuesday, December 1, 2026.

It is the proposer's responsibility to see that proposals are submitted at the time designated. Any proposals attempted to be submitted after said designated time shall be automatically rejected by Middlesex County's Electronic Procurement Portal.

ALL PROPOSERS ARE URGED TO MAKE SURE PROPOSALS ARE SUBMITTED PRIOR TO THE DUE DATE.

Proposals submitted prior to the designated date and time for submission may be withdrawn and, if desired, modified, and resubmitted. Received opened proposals shall remain firm for a period of sixty (60) calendar days.

More than one (1) proposal from an individual, a firm or partnership, a corporation or association under the same names shall not be considered.

All prices shall be entered on the Proposal Sheet, which is part of these specifications.

Middlesex County is not responsible for specifications supplied by a third party. Potential proposers are cautioned that they are proposing at their own risk if a third-party supplied specifications that may not be complete.

3.2. PROPOSAL FORMS

Each proposal sheet shall give the full business address, business phone, fax, e-mail if available, the contact person of the bidder, and be signed by an authorized representative as follows:

- Proposals by partnerships shall furnish the full name of all partners and shall be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
- Proposals by corporations shall be signed in the legal name of the corporation, followed by the name of the State in which incorporated and shall contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
- Proposals by sole-proprietorship shall be signed by the proprietor.
- When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

THE PRICE CERTIFICATION SIGNATURE FORM CAN BE FOUND IN Vendor Questionnaire

3.3. PAY-TO-PLAY DISCLOSURE

Pay-to-Play Disclosure - Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of $50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

3.4. RIGHT TO POSTPONE

The County reserves the right to postpone the date for presentation and opening of proposals and shall give notice via the County's Electronic Procurement Portal and advertise in the Home News Tribune of any such postponement to the proposal as required by law.

Disclaimer - The terms "**Bidder**", "**Contractor**", "**Vendor**", "**Proposer**", may be used interchangeably herein and are meant to reference the entity submitting the proposal.

4. GENERAL INFORMATION

4.1. MIDDLESEX COUNTY QUALIFIED BUSINESS ENTERPRISE SET-ASIDE PROGRAM

Middlesex County has established a Qualified Business Enterprise Set-Aside Program to promote and encourage diversity in the County's procurement of goods, services and construction as it relates to Qualified Minority Business Enterprises, Qualified Women Business Enterprises, Qualified Veteran Business Enterprises, and Qualified Small Business Enterprises (collectively referred to as "Qualified Business Enterprises").

The County undertakes good faith efforts to contract with these Qualified Business Enterprises and encourage prime contractors to utilize subcontractors who are Qualified Business Enterprises. The County has established a goal to collectively award 20% of its contracts to Qualified Business Enterprises.

Vendors who are Qualified Business Enterprises shall submit their State of New Jersey Certifications with their bid or proposal.

4.2. QUOTATIONS, PROPOSALS, AND FORMS

There are two (2) forms required as part of your price submittal; (1) the Proposal Sheet and (2) the Price Certification Signature form. The Proposal Sheet can be found elsewhere in this proposal document and shall be used to enter all price information. You only need to enter the Unit Price of each item and the system will calculate the Total Price. **No other form of submitting prices will be accepted.** The Price Certification Signature form, which can be found at **Vendor Questionnaire,** certifies that the prices are correct, and shall be completed and uploaded.

Proposers shall not alter the official content or requirements of the County proposal documents.

Vendor's literature and/or pricing sheets shall not be accepted in lieu of completing the proposal blank(s) set forth in these specifications except where specified. e.g. catalogs.

Estimated Quantities (Open-Ended Contracts, Purchase as Needed) The County has attempted to identify the item(s) and the estimated amounts of each item to cover its requirements; however, the amount ordered may differ from that shown in the proposal. The County reserves the right to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and § 11.10. **NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED**.

Proposer shall insert prices for furnishing all of the material and/or labor as described. Prices shall be net including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the County. No additional charges shall be allowed for any transportation costs resulting from partial shipments made at vendors' convenience when a single shipment is ordered.

The successful vendor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. This cost shall be included in the pricing submitted on the proposal sheet.

Any proposer may withdraw their proposal at any time **prior to the proposal submission date and time**. Proposals may be withdrawn, modified, and resubmitted at any time prior to the submission date and time.

No proposal shall be withdrawn in the 60-day period after the proposals are received, except public works bids, which shall be withdrawn in accordance with N.J.S.A. 40A:11-23.3.

All forms shall be completed and submitted as required. **PLEASE SEE THE PROPOSAL DOCUMENT CHECKLIST.**

Alternate proposals shall not be considered for any potential award of contract in respect to these proposal specifications.

4.3. SIGNATURES

All signatures submitted shall consist of either scanned reproductions of original signatures or digital signatures that are timestamped. No other forms of electronic signatures will be accepted

4.4. INTERPRETATIONS AND ADDENDA

The proposer understands and agrees that its proposal is submitted based on the specifications prepared by the County. The proposer accepts the obligation to become familiar with these specifications.

By submitting a proposal, the proposer covenants and agrees that they have satisfied themselves from their own investigation of the conditions to be met, that they fully understand their obligations, and that they shall not make any claim for, or have right to, cancellation or relief, without penalty of the Contract, because of any misunderstanding or lack of information.

Proposers are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors, or omissions noted by proposers should be promptly reported in writing to the Purchasing Agent. In the event the proposer fails to notify the County of such ambiguities, errors or omissions, the proposer shall be bound by the requirements of the specifications and the proposer's submitted proposal.

No oral interpretation and/or clarification of the meaning of the specifications shall be made to any proposer. Every request for an interpretation shall be in writing, addressed to the Purchasing Agent and/or the Purchasing staff member listed in the specifications. To be given consideration, written requests for interpretation shall be received at least five (5) business days prior to the date fixed for the opening of the proposals.

All such interpretations, clarifications and any supplemental instructions shall be in the form of written addenda to the specifications, and shall be distributed to all prospective proposers, in accordance with legal authority. All addenda issued shall become part of the contract documents and shall be acknowledged by the proposer in the proposal submission. The County's interpretations or corrections thereof shall be final.

Addenda shall be provided pursuant to the time and manner required by N.J.S.A. 40A:11-23(c)(1). The Acknowledgement of Receipt of Addenda shall be confirmed prior to submission of proposal.

4.5. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE, PATENTS

Brand names and/or descriptions used in these specifications are to acquaint proposers with the type of goods and services desired and shall be used as a standard by which alternate or competitive materials offered shall be judged. Competitive items shall be equal to the standard described and be of the same quality of work. Variations between materials described and the materials offered are to be fully explained by the proposer on a separate sheet and submitted with the proposal. After requested by the County, failure to provide same shall be cause for rejection. Vendor's literature shall not suffice in explaining exceptions to these specifications. In the absence of any changes by the proposer, it shall be presumed and required that materials as described in the proposal be delivered.

It is the responsibility of the proposer to demonstrate the equivalency of item(s) offered and submit the equivalent product when requested by the County. The County reserves the right to evaluate the equivalency of a product which, in its deliberations, meets its requirements.

Any proposer not submitting a product for testing understands and agrees that the County shall consider the proposal informal and in the discretion of the County shall accept or reject same or require proof of equivalency by an outside laboratory at the cost and expense of the proposer. If the County accepts a product claimed to be "equivalent" and after use it proves not to be "equivalent" the County shall have the right to cancel the Contract, return any unused goods, and the proposer shall be responsible to the County for all damages and additional costs incurred by the County. The determination of equivalency shall be solely that of the County.

Prospective proposers shall insert the manufacturer's name and model number they are submitting quotations on in the appropriate place provided for on the Proposal Sheet.

The proposer guarantees that the item is of first quality throughout and complies in all respects to the standards regularly sold by the manufacturer in the lines ordered. All items are to be guaranteed for at least one (1) year after date of acceptance or if the manufacturer prescribes a guarantee of greater duration, the latter time period of the guarantee shall control. Defective or inferior goods shall be replaced at the expense of the vendor. The vendor shall be responsible for return freight or restocking charges.

In submitting its proposal, the proposer certifies that the goods and services to be furnished shall not infringe upon any valid patent or trademark and that the successful proposer shall, at its own expense, defend any and all actions or suits charging such infringement, and shall save the County, its officers, agents, servants, and employees harmless from any liability and/or damages resulting from any such infringement.

Please indicate when recycled products are being offered. **No products offered shall include fracking waste.**

4.6. METHOD OF AWARD OF PROPOSAL

As described in N.J.S.A. 40A:11-4.4.1 et seq., the methodology for the awarding of Competitive Contracts shall be based on an evaluation and ranking that meet the County’s specific needs. The award shall not solely be related to the cost of services.

The County, in accordance with the requirements of N.J.A.C. 5:34-4.3 (c)(3), specifically reserves the right to interview any vendor who submits a proposal that satisfies the minimum criteria required.

The Middlesex County reserves the right to accept and/or reject any proposal without necessary explanation to the proposing sources in accordance with all applicable laws and it is not obligated to accept the lowest dollar proposal. Middlesex County may waive any informalities, irregularities, omissions and/or errors in the proposals. All proposals must remain valid for a period of sixty (60) days from the date of submission.

Any contract resulting from this solicitation shall be interpreted in accordance with the laws of the State of New Jersey

4.7. FIRM FIXED CONTRACT

This is a firm fixed contract, prices firm, FOB destination. No price escalation shall be allowed unless specified elsewhere in these specifications. The contract shall be void and the County shall solicit a new contract should any price increase or surcharge be imposed.

4.8. FORM OF CONTRACT

It is understood that the proposal specifications, the proposal which is submitted in response thereto and the resolution adopted by the Middlesex County Board of County Commissioners accepting the proposal, shall collectively constitute a binding contract between the County of Middlesex and the successful proposer.

Government entities are not private business/consumer clients; therefore, separate company agreements are not honored unless they are submitted with the proposal and approved by County Counsel. Terms of the specifications/proposal package prevail unless otherwise noted by the vendor as exceptions.

4.9. FEDERAL AND STATE TAXES

The owner is exempt from any local, state, or federal sales, use or excise tax. The owner shall not pay for N.J. State Sales and Use Tax that are included in any invoices.

Exemption Certificates shall be furnished upon request by the Director of Purchasing.

4.10. COMPLIANCE WITH LAWS & LEGAL INTERPRETATION

Proposers shall comply with all laws relating to sale of and purchase by County Governments and Municipal Corporations insofar as they pertain to the purchase made under this Contract and shall pay prevailing wages as provided by law.

Any contract resulting from this proposal shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey without regard to principles of conflict of laws, except that Federal law shall apply as to matters where New Jersey law is preempted by Federal law. The proposer agrees and consents to be subject to the exclusive jurisdiction and venue of State or Federal courts, as appropriate, located in New Jersey in any suit, action, or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Contract.

4.11. FAILURE TO PERFORM, REMUNERATION OF INSPECTORS

If any wages are required to be paid by the County to any inspector or inspectors necessarily employed by it or any work required by these specifications for any number of days more than the number allowed in these specifications for performance of the work, the County shall deduct from the contract price any such wages paid or to be paid.

4.12. PROTECTION OF ITEMS & PROPERTY

The successful proposer shall continuously maintain adequate protection for all their items and the County's property from injury, damage or loss arising in connection with the Contract. They shall make good such damage, injury or loss.

4.13. RESCISSION OF CONTRACT

The County of Middlesex reserves the right to rescind any contract which it has awarded, prior to the commencement of work under said contract. The right to rescind shall be exercised by the County of Middlesex when, in its sole discretion, it determines that rescission is in the best interests of the County. The County shall reimburse the contractor for reasonable out-of-pocket expenses which were incurred between the time the contract was awarded and the date of rescission.

4.14. TIME FOR CONTRACT AWARD AND PROPOSAL REJECTION

METHOD OF CONTRACT AWARD - The length of the contract shall be stated in the technical specifications. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this proposal shall be subject to the availability and appropriation of sufficient funds annually. If the award is to be made on the basis of a base proposal only, it shall be made to that responsible proposer submitting the lowest base proposal. If the award is to be made on the basis of a combination of a base proposal with selected options, it shall be made to that responsible proposer submitting the lowest net proposal. The County shall also elect to award the contract on the basis of unit prices. The form of contract shall be submitted by the County to the successful proposer. Terms of the specifications/proposal package prevail. If the County agrees, the proposer exceptions shall be formally accepted by the County.

The Award of the Contract(s) or the rejection of the proposal(s) shall be made within sixty (60) days of the date of opening of proposals. If the County deems it to be in its best interest to extend the time within which to award the contract by an additional thirty (30) days, it shall request, in writing, that each proposer consent to such extension. Any proposer who agrees to such extension shall so signify by advising the County, in writing, within three (3) days after the receipt of the County's request. In the event of such extension, the County shall make the award or reject such proposals on or before the 90th day after the date of opening of the proposals.

4.15. PAYMENT & PROMPT PAYMENT CLAUSE

Payment shall be made after a properly executed County voucher/PO has been received and formally approved on the bill list by the Board of County Commissioners at its regular meetings on the first and third Thursdays of the month (unless advertised otherwise). The voucher/PO shall be certified correct by the department/division head who received the goods or services.

Where a vendor provides continuous services, invoices shall be held by the vendor and submitted monthly.

Proposers are invited to offer prompt payment discounts for invoices that are processed and paid within thirty (30) days of the **receipt of the invoice**. This discount shall not have any effect or bearing on the method of award. To be accepted, the prompt payment offered by the vendor shall not be less than 1%. Discounts shall be in whole numbers only (1%, 2%, etc.). If the vendor chooses to offer a prompt payment discount, it shall be entered on the proposal sheet in the appropriate place.

Middlesex County shall receive a discount equal to a percentage (as set forth on the Proposal Sheet) of the amount of each invoice processed and paid within thirty (30) days of the **receipt of the fully executed and correct invoice**. "Processed and Paid" shall mean the issuance of a check and the mailing of same on or before the 30th day. The discount shall be deducted from the amount of the invoice and a net check issued to the vendor. The discount listed shall not have any effect or bearing on the method of award of the contract.

4.16. MULTI YEAR CONTRACT

Multi-Year Contracts as awarded shall be subject to the availability and appropriation annually of sufficient funds required to meet any award obligation extending beyond a twelve (12) month period. This is in accordance with Local Public Guidelines and Contract Regulations.

4.17. ASSIGNMENT, ACQUISITION, MERGE, SALE AND/OR TRANSFER OF BUSINESS, ETC.

The proposer shall not assign, transfer, convey, sublet or otherwise dispose of the Contract, or their rights, title, or interest in or to the same of any art thereof, without previous consent, in writing by the County, endorsed upon or attached to each copy of the Contract; and they shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under the Contract, unless by and with consent signified in like manner.

If the proposer shall, without such previous written consent, assign, transfer, convey, sublet or otherwise dispose of the Contract in whole or in part or of their right, title or interest therein, or any of the monies to become due under the Contract to any person, firm or corporation, the Contract shall, at the option of the County, be revoked and annulled, and the County thereupon relieved and discharged from any and all liability and obligations growing out of the same to the proposer and to their assignee or transferee, provided that nothing herein contained shall be construed to hinder, prevent or affect an assignment by the proposer for the benefit of their creditors made pursuant to the statutes of the State of New Jersey; and no right under this Contract or to any money to become due hereunder, shall be asserted against the owner in law or in equity by reason of any so-called assignment of this contract, or any part thereof, or any monies to grow due hereunder unless authorized as aforesaid by the written consent of the County.

It is understood by all parties that if, during the life of the contract, the contractor disposes of their business concern by acquisition, merger, sale and/or transfer or by any means convey their interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) shall be required to submit, when required, a performance bond in the amount of the open balance of the contract.

4.18. AMENDMENTS TO "TRUTH IN CONTRACTING" N.J.S.A. 2C: 21-33 et. seq.

Proposers should be aware of the following statutes that represent "Truth in Contracting" laws:

• N.J.S.A. 2C:21-34, et seq. governs false claims and representations by proposers. It is a serious crime for the proposer to knowingly submit a false claim and/or knowingly make material misrepresentation.

• N.J.S.A. 2C:27-11 provides that a proposer commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.

• Proposer should consult the statutes or legal counsel for further information.

4.19. NON-ALLOCATION OF FUNDING TERMINATION

Each fiscal year payment obligation of the County is conditioned upon the availability of County funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the Contractor hereunder, whether in whole or in part, the County at the end of any fiscal year shall terminate such services. The County shall notify the Contractor in writing immediately of any services that shall be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the County to terminate this Agreement during the term, or any service hereunder, merely in order to acquire identical services from a third-party contractor.

4.20. NON-PAYMENT OF PENALTIES AND INTEREST ON OVERDUE BILLS

Public funds shall be used to pay only for goods delivered or services rendered. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the County to pay additional fees. Pursuant to N.J.S.A. 40A:11-19.1, unless otherwise agreed to, the required payment date shall be sixty (60) calendar days from the date specified in the contract or if no required payment is specified in the contract, then the required payment date shall be sixty (60) calendar days from the receipt of a properly executed invoice, or sixty (60) calendar days from the receipt of goods or services, whichever is later. Interest shall not be paid unless goods and services are rendered and the County is in receipt of a properly executed invoice, including all supporting documentation. Interest shall be paid at the rate specified by the State Treasurer for State late payments to business concerns pursuant to N.J.S.A. 52:32-35. A contracting unit may waive the interest payment for a delinquency due to circumstances beyond the control of the contracting unit, including but not limited to a strike or natural disaster.

4.21. W-9

Each proposer shall submit a copy of its W-9 Request for Taxpayer Identification Number and Certification to the Middlesex County Office of Purchasing either at the time of the proposal opening, or within three (3) days after notification from the Office of Purchasing that a contract is to be awarded to your company/corporation. A sample W-9 Form is included in these specifications. The form is available at the following link: www.irs.gov/pub/irs-pdf/fw9.pdf

W-9 SAMPLE CAN BE FOUND IN Vendor Questionnaire

4.22. HIPAA (If Applicable)

All parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Pub.L. 104–191, 110 Stat. 1936, as amended, and the corresponding HIPAA regulations for the confidentiality and security of medical information.

The Contractor shall:

• Not use or disclose protected health information other than permitted or required by law

• Use appropriate safeguards to protect the confidentiality of the information

• Report any use or disclosure not permitted

The contractor, by execution of the contract, shall thereby indemnify and hold the County harmless from any and all liabilities, claims, actions, costs, and penalties which shall be incurred as the result of the failure of the contractor to comply with the requirements of HIPAA or any other statute or case law protecting the privacy of persons using its services.

4.23. ACCIDENTS, INJURIES, DAMAGES

If it becomes necessary for the vendor, either as principal or by agent or employee, to enter upon the premises or property of the County in order to construct, erect, inspect, make delivery or remove property hereunder, the vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precaution, safeguards and protections against the occurrence of happenings of any accidents, injuries, damages or hurt to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and hold harmless the County from the payment of all sums of money by reason of all, or any, such accidents, injuries, damages or hurt that shall happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any city or borough ordinance regulation, or the laws of the State, or the United States, while the said work is in progress.

Contractor shall carry insurance to indemnify the County against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or their employees and agents of the services covered by the Contract and the use, misuse or failure of any equipment used by the Contractor or their employees or agents and shall provide certificates of such insurance to the County.

4.24. INSURANCE AND INDEMNIFICATION - GOODS & GENERAL SERVICES

To the fullest extent permitted by law, the Vendor shall indemnify, defend, and hold harmless the County, and its agents or employees from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from provision or failure of provision of the bid requirements described herein. The County of Middlesex is not authorized to indemnify any third party for the acts of any party other than the entities, agents, or employees of the County. However, the County is subject to all provisions of the New Jersey Tort Claims Act, N.J.S.A 59:1-1, et seq. and available appropriations. The County assumes no responsibility or obligations to any third parties by awarding this Contract to the Contractor.

The Vendor shall maintain sufficient insurance to protect against all claims described herein and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided with the County named as additional insured.

The Vendor shall procure and maintain, at all times while the contract is in full force and effect, the following insurance coverage with an insurance company or companies acceptable to the County, with limits not less than those shown below. The Certificate of Insurance shall be filed with the County prior to award of the contract. Failure to submit same shall be grounds for rescission of the contract.

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 **$1,000,000** 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 Middlesex, its officers, officials, employees, agents and volunteers shall be included as an additional insured.

2. **Automobile Liability**: Covering any auto, or if Contractor has no owned autos, hired, and non-owned autos, with limit no less than **$1,000,000** per accident for bodily injury and property damage.

3. **Workers' Compensation**: 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 for bodily injury or disease.

Coverage on Primary and Non-contributory Basis: **The Certificate of Insurance should indicate that insurance coverages shall be provided on a primary and non-contributory basis to the County of Middlesex, its officers, officials, employees, agents and volunteers.**

Any combination of primary and umbrella/excess may be used to satisfy the limits.

Insurance is to be placed with insurers with a current A.M. Best Rating of no less than A:VII, unless otherwise acceptable to the County.

Self-insured retentions shall be declared to and approved by the County.

The insurances shall contain waiver of subrogation provisions, as allowed by law, in favor of the County.

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

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

SAMPLE CERTIFICATE OF INSURANCE CAN BE FOUND INVENDOR QUESTIONNAIRE

4.25. TERMINATION

RESCISSION - The County of Middlesex reserves the right to rescind any contract which it has awarded, prior to the commencement of work under said contract. The right to rescind shall be exercised by the County of Middlesex when, in its sole discretion, it determines that rescission is in the best interests of the County. The County shall reimburse the contractor for reasonable out-of-pocket expenses which were incurred between the time the contract was awarded and the date of rescission.

COUNTY'S RIGHT OF CANCELLATION -The County of Middlesex shall have the right to cancel the Contract entered into with the successful proposer(s) at any time during the Contract Period with a thirty (30) day Notice of Cancellation.

CONTRACTOR DEFAULT – The Middlesex County Board of County Commissioners shall have the right in case of failure, neglect or the refusal of the contractor to do the work specified satisfactorily, to terminate the Contract at the expiration of a three (3) day written notice to the contractor and surety served upon them at their last known address according to the records of the County of Middlesex. At the expiration of said notice, the County shall, at its option, proceed to perform said work itself or enter into a Contract for the performance thereof for the balance of the term provided, however, that the person, firm or corporation chosen by the surety is approved by the County. Where the County proceeds to perform the work itself or enters into a Contract for the performance for the balance of the term, the County shall deduct the cost thereof from the payments due to or grown due and the contractor shall be liable for such deficiency. If the County shall declare the said Contract in default, in the whole or in any particular, such declaration of default shall in no way relieve or affect the liability of the contractor and his surety for breach of any of the covenants and conditions of said Contract.

CONTRACTOR FINANCIAL DEFAULT - If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County shall terminate this contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work of this contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed seven (7) calendar days to cure such deficiencies.

If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the County shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the owner of any obligation for balances to the contractor of any sum or sums set forth in the contract. The County shall pay only for goods and services accepted prior to termination.

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 by the contractor and the County shall withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the County from the contractor is determined.

The contractor agrees to indemnify and hold the County harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the County.

In case of default by the contractor, the County shall procure the goods or services from other sources and hold the contractor responsible for any excess cost.

Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the County reserves the right to cancel the contract.

4.26. ADDITIONS/DELETIONS OF SERVICE & QUANTITIES

The County reserves the right to add and/or delete services to this contract. Should a service requirement be deleted, payment to the Contractor shall be reduced proportionally to the amount of service deleted in accordance with the proposal price. Should additional services be required, payment to the Contractor shall be increased proportionally to the amount of service added in accordance with the proposal price.

4.27. SPECIFICATION CHALLENGES

Any prospective proposer who wishes to challenge a proposal specification shall file such challenges in writing with the Purchasing Agent no less than three (3) business days prior to the opening of the proposals. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of contract.

4.28. OWNERSHIP OF MATERIAL

The County shall retain all its rights and interest in any and all documents and property, both hard copy and digital, furnished by the County to the contractor for the purpose of assisting the contractor in the performance of this contract. All such items shall be returned immediately to the County at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first.

None of the documents and/or property shall, without the written consent of the County, be disclosed to others, used by the contractor, or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.

Ownership of all data, materials and documentation originated and prepared for the owner pursuant to this contract shall belong exclusively to the County. All data, reports, computerized information, programs, and materials related to this project shall be delivered to and become the property of the owner upon completion of the project. The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without prior written consent of the County. All information supplied to the County shall be required to be supplied on electronic media compatible with the County’s most current computer operating system.

4.29. PAYMENT OF COMMODITIES/SERVICES

Payments shall be made upon the approval of vouchers/purchase orders submitted by the successful vendor in accordance with the requirements of the Board of County Commissioners and subject to the Board of County Commissioners customary procedures. The successful vendor shall submit one voucher/purchase order and original invoice on a monthly basis accompanied by a detailed summary of the monthly activities.

4.30. PUBLIC EMERGENCY

In the event of a Public Emergency declared at the Local, State or Federal Level, if the County opts to extend terms and conditions of this proposal, the contractor agrees to extend the terms and conditions of this proposal, whether existing, expiring or expired no longer than six months, for goods and/or services for the duration of the emergency. In the event the original contractor cannot meet this requirement, the County shall solicit the goods and/or services from any proposer on this contract.

4.31. STATE OF NEW JERSEY'S RIGHT TO AUDIT

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

4.32. CONTENTS OF PROPOSAL SUBMISSION

Subsequent to proposal opening, all information submitted by proposers in response to the proposal solicitation is considered public information, except as shall be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., ("OPRA") and the common law.

A proposer shall designate specific information as not subject to disclosure when the proposer has a good faith legal/factual basis for such assertion. The County reserves the right to make the determination and shall advise the proposer accordingly. The location in the proposal of any such designation should be clearly stated in a cover letter. The County shall not honor any attempt by a proposer either to designate its entire proposal as proprietary and/or to claim copyright protection for its entire proposal.

To assist the County's determination on a claim of confidentiality or protection under OPRA and/or the common law, a proposer shall clearly identify such information and address the following points to substantiate the confidentiality claim on the information: (1) the extent to which the information is known outside the owner's business; (2) the extent to which it is known by employees and others involved with your business; (3) the extent of the measures taken by your firm to guard the secrecy of the information: (4) the value of the information to your firm and your competitors; (5) the amount of effort or money expended by your firm in developing the information; and (6) the ease or difficulty with which the information could be properly acquired or duplicated by others. Also, the proposer shall commit in writing to assist the County's effort to protect the confidentiality of the documents and/or information and be responsible for any and all costs pertaining to any such OPRA request for disclosure or a challenge to the confidentiality of the documents/information determined to be confidential by the

County. A claim for confidentiality should be separate from the proposal, but should accompany the proposer's submission of the proposal.

By signing the proposal sheet of this solicitation, the proposer waives any claims of copyright protection set forth within the manufacturer's price list and/or catalogs. The price lists and/or catalogs shall be accessible to the County and its' cooperative purchasing partners (if applicable) and thus shall be made public to allow all eligible purchasing entities access to the pricing information.

All proposals, except for information determined by the County or the Court to be proprietary, are available for public inspection after review by the Middlesex County Counsel's Office. At such time, interested parties can make an appointment with the Purchasing Office to inspect proposals/proposals received in response to this solicitation.

4.33. TRAVEL COSTS

The proposals submitted shall be all inclusive of expenses, costs, travel, meals, accommodations, etc. and profit, including those of any subcontractor.

4.34. PAYMENTS TO SUBCONTRACTORS AND MATERIALMEN

The successful proposer and/or its bonding company shall be responsible for indemnifying and holding the County of Middlesex harmless from all actions instituted by subcontractors and/or materialmen for the failure by the contractor or its bonding company to make timely payment for work provided to the contractor or bonding company. The contractor and/or bonding company shall further be responsible for payment for all services provided by any consultant or agent of Middlesex County in connection with any suit or action filed by a subcontractor or materialman.

4.35. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) and N.J.A.C. 17:27 et seq.
GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

During the performance of this contract, the contractor agrees as follows:
The contractor or subcontractor, where applicable, shall 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 shall 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 shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants shall 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 shall send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A.10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. l7:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it shall 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: www.state.nj.usreasury/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 shall 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 shall 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.

4.36. NEW JERSEY ANTI-DISCRIMINATION PROVISIONS N.J.S.A. 10:2-1 ET SEQ.

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

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

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

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

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

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

4.37. RIDER FOR PURCHASES FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS

Where applicable, the provisions set forth in this Rider apply to all purchases funded, in whole or in part, by Federal funds as required by 2 CFR 200.317.

I. PROCUREMENT OF RECOVERED MATERIALS

To the extent that the scope of work or proposer specifications in the contract requires the contractor to provide any of the following items, this Rider shall modify and supersede the terms of the scope of work or specifications.

Pursuant to 2 CFR 200.322, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962. 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.

A . Designated items are those set forth in 40 CFR 247 subpart 8, as may be amended from time to time, including:

1. Paper and paper products listed in 40 C.F.R 247.10;

2. Certain vehicular products as listed in 40 CFR 247.11;

3. Certain construction products listed in 40 C.F.R. 247.12;

4. Certain transportation products listed in 40 C.F.R. 247.13;

5. Certain park and recreation products, 40 C.F.R. 247.14;

6. Certain landscaping products listed in 40 C.F.R. 247.15;

7. Certain non-paper office products listed in 40 C.F.R. 247.16; and

8. Other miscellaneous products listed in 40 C.F.R. 247.17.

B. As defined in 40 CFR 247.3, "recovered material" means:

1. waste materials and byproducts which have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process; and

2. for purposes of purchasing paper and paper products. means waste material and byproducts that have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process. In the case of paper and paper products, the term recovered materials includes:

a. Postconsumer materials such as -

i. Paper, paperboard, and fibrous wastes from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; and

ii. All paper, paperboard, and fibrous wastes that enter and are collected from municipal solid waste, and

b. Manufacturing, forest residues, and other wastes such as -

i. Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel in smaller rolls of rough sheets) including: envelope cuttings, bindery t trimmings, and other paper and paperboard waste, resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

ii. Finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others;

iii. Fibrous byproducts of harvesting, manufacturing, extractive, or wood-cutting processes, flax, straw, inters, bagasse, slash, and other forest residues;

iv. Wastes generated by the conversion of goods made from fibrous material (that is, waste rope from cordage manufacture, textile mill waste, and cuttings); and

v. Fibers recovered from waste water which otherwise would enter the waste stream.

C. For contracts in an amount greater than$ 100,000, at the beginning of each contract year, contractor shall provide the State estimates of the total percentage of recovered material utilized in the performance of its contract for each of the categories listed is subsection (A). For all contracts subject to this section of the Rider, at the conclusion of each contract year, contractor shall certify to the State the minimum recovered material content actually utilized in the prior contract year.

II. 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."

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 ii 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.

Ill. 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 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be 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. In addition, contractors must be 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.

IV. 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 include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

V. 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.

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

Contracts and subgrants of amounts in excess of$ 150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

Contractors that apply or proposal 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.

4.38. RIDER FOR PURCHASES FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS (continued)

APPENDIX II TO PART 200 8/25/21

IX. 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.

X. 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.

XI. § 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing 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) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using 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; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

XII. § 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide 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). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) 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 non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

XIII. §200.216 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.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also §200.471.

XIV. Copeland Anti-Kickback Provision 40 U.S.C. 3145

The contracts must also include a provision for compliance with the 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"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

This Rider consists of (3) Pages and (14) Articles and is hereby incorporated into any issued Purchase Order or Contract as applicable by title of this document.

4.39. AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the 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 shall 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 shall 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 the Agreement or otherwise at law.

THE ADA COMPLIANCE FORM CAN BE FOUND IN VENDOR QUESTIONNAIRE

4.40. CORPORATE RESOLUTION

This form to be completed by all business entities to authorize signatories on the proposal sheet and any other submitted documentation.

THE CORPORATE RESOLUTION FORM CAN BE FOUND IN VENDOR QUESTIONNAIRE

5. STATUTORY AND OTHER REQUIREMENTS

5.1. MANDATORY EEO/AFFIRMATIVE ACTION EVIDENCE

No firm shall be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. as administered by the Division of Purchase & Property Contract Compliance and Audit Unit (Division) and provided below. The contract shall include the language included as **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE** in this specification.

Each 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:

A. A Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter shall be provided by the vendor to the Public Agency and the Division. This approval letter is valid for one year from the date of issuance.

B. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C.17:27 et seq. The vendor shall provide a copy of the Certificate to the Public Agency as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division.

C. The successful proposer shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a check or money order for $150.00 made payable to "Treasurer, State of NJ" and forward a copy of the Form to the Public Agency. Upon submission and review by the Division, the Report shall constitute evidence of compliance with the regulations

N.J.S.A. 10:5-31 and N.J.A.C. 17:27 COUNTY OF MIDDLESEX - EEO/AFFIRMATIVE ACTION COMPLIANCE FORM CAN BE FOUND IN VENDOR QUESTIONNAIRE

5.2. NEW JERSEY ANTI DISCRIMINATION

The contract for this proposal shall require that the contractor agrees not to discriminate in employment and agrees to abide by all anti-discrimination laws including but not limited to N.J.S.A. 10:2-1 as included in GENERAL INFORMATION of this document.

5.3. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination based on disability in contracting for the purchase of goods or services is prohibited. If awarded the contract, the contractor is required to comply with requirements related to the Americans with Disabilities Act as provided in this specification as GENERAL INFORMATION. The contractor is obligated to comply with the Act and to hold the owner harmless for any violations committed under the contract.

5.4. STATEMENT OF OWNERSHIP

N.J.S.A. 52:25-24.2 provides that no business organization, regardless of form of ownership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the proposal or accompanying the proposal of said business organization, proposers shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership. The disclosure shall be continued until the names and addresses of every noncorporate stockholder, and individual partner, and member exceeding ten percent ownership, have been listed.

The included Statement of Ownership shall be completed and attached to the proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. Failure to submit a disclosure document shall result in rejection of the proposal as it cannot be remedied after proposals have been opened.

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is necessary.

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43), COUNTY OF MIDDLESEX - STATEMENT OF OWNERSHIP FORM CAN BE FOUND IN VENDOR QUESTIONNAIRE

5.5. NEW JERSEY BUSINESS REGISTRATION

Pursuant to N.J.S.A. 52:32-44, the County of Middlesex is prohibited from entering into a contract with an entity unless the proposer/contractor, and each subcontractor that is required by law to be named in a 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 Contracting Agency with its proof of business registration and that of any named subcontractor(s). Subcontractors named in a proposal shall provide proof of business registration to the proposer, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

A. 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.

B. the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that shall be updated from time to time.

C. 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 www.state.nj.usreasury/revenue/busregcert.shtml

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency 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.

Emergency Purchases or Contracts - For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE SAMPLE CAN BE FOUND IN VENDOR QUESTIONNAIRE

5.6. DISCLOSURE INVESTMENT ACTIVITIES IN IRAN

N.J.S.A. 52:32-55 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. Bidders shall indicate if they comply with the law by certifying on the attached form. Pursuant to N.J.S.A. 40A:11-2.1 the owner is required to notify the New Jersey Attorney General if it determines a false certification has been submitted. This is a mandatory submittal.

The certification required shall be executed on behalf of the applicable person or entity by an authorized officer or representative of the person or entity.

DISCLOSURE INVESTMENT ACTIVITIES IN IRAN FORM CAN BE FOUND IN VENDOR QUESTIONNAIRE

5.7. PROHIBITED ACTIVITIES IN RUSSIA AND BELARUS

P.L. 2022, c. 3 prohibits the award, renewal, amendment, or extension of State and local public contracts for goods or services with all persons and entities appearing on the list of Specially Designated Nationals and Blocked Persons promulgated by the Office of Foreign Assets Control (OFAC list) on account of activity relating to Russia or Belarus.

Before a goods and services contract can be entered into, vendors and contractors must certify that neither they nor any parent entity, subsidiary, or affiliate is listed on the OFAC List due to activity related to Russia and/or Belarus pursuant to P.L. 2022, c. 3.

The certification required shall be executed on behalf of the applicable person or entity by an authorized officer or representative of the person or entity. This is a mandatory submittal.

Statutory References: P.L.2002, c. 3; N.J.S.A 40A:11:2.1

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS FORM CAN BE FOUND IN THE VENDOR QUESTIONNAIRE.

5.8. AMERICAN GOODS AND PRODUCTS TO BE USED WHERE POSSIBLE

Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.

5.9. DOCUMENT CHECKLIST

The proposer shall complete and sign the Proposal Submission Document Checklist and include it in the proposal submission. For construction proposals, failure to submit the checklist is a fatal defect and the proposal shall be rejected. This document serves as a guide to proposers of the documents that are required to be submitted with the proposal.

COUNTY OF MIDDLESEX - DOCUMENT CHECKLIST FORM CAN BE FOUND IN VENDOR QUESTIONNAIRE

5.10. NON-COLLUSION AFFIDAVIT

To ensure that the proposer has not participated in any collusion, directly or indirectly, with any other proposer or public entity representative, or otherwise taken any action in restraint of free and competitive proposing, all proposers shall properly execute and submit the attached Non-Collusion Affidavit before award. The Affidavit required shall be executed on behalf of the applicable person or entity by an authorized officer or representative of the person or entity.

COUNTY OF MIDDLESEX - NON-COLLUSIN AFFIDAVIT CAN BE FOUND IN VENDOR QUESTIONNAIRE WITH NOTARIZATION INFORMATION

5.11. DEBARMENT/SUSPENSION CERTIFICATION

The County of Middlesex will not enter into a contract for work with any person, company or firm that is on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List, or the State of New Jersey Consolidated Debarment Report (www.state.nj.usreasury/debarred), the Federal System for Award—SAM.gov, or any such other applicable list. All proposers are required to submit, at the time of the proposal, the sworn certification indicating whether or not the proposer is, at the time of the proposal, included on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List, the State of New Jersey Consolidated Debarment Report, the Federal Debarred Vendor List –Excluded Parties List System—System for Award Management—SAM.gov, or any other applicable list. This certification is included in this proposal specification.

CERTIFICATION OF NON-DEBARMENT FORM CAN BE FOUND IN VENDOR QUESTIONNAIRE

6. CHILDREN'S SERVICES

6.1. DEFINITIONS OF FUNDING SERVICE AREAS

Youth Justice Commission's Definition and Rationale

General Statement:

Defines and describes each Point of Intervention on the Continuum

6.2. DETENTION UTILIZATION AND DETENTION ALTERNATIVES PROGRAMMING

This decision point prioritizes expanding and developing the county continuum of community-based detention alternative programs for pre-adjudicated youth who score for a detention alternative program on the court's Risk Screening Tool, or who are later able to be released after placement in secure detention. These programs provide various levels of community-based supervision and proactive engagement to pre-adjudicated youth in lieu of secure detention placement or to safely reduce length of stay in secure detention. The purpose of detention alternative programs is to ensure that a youth returns to court and remains arrest free until the final disposition of their case. In this way, detention alternative programs are considered community-based detention.

County Youth Detention facilities provide for the temporary care of youth in physically restricting facilities pending court disposition (N.J.S.A 2A:4A-22c; N.J.A.C. 13:92-1.2). As provided in 2A:4A-34, youth detention should only be used when the court makes a determination that detention for a youth charged with delinquency is necessary to secure their presence at the court next hearing or to protect public safety. The statute requires a presumption of release, with exceptions. A young person may be released to their parent or guardian or temporarily placed in a shelter or other non-secure placement.

Detention alternative programs serve as crucial community-based supervision programming options, supporting youth who would otherwise be in a secure youth detention facility. Detention alternative programs are specialized in that they act as detention in the community. Youth who successfully complete a detention alternative will remain arrest free and will attend all court hearings while in the program. Counties should consider investing in an appropriate continuum of detention alternative programs, determining the need for programs based on their detention utilization data. Through the analysis of detention utilization data, counties can better understand the characteristics and charges of youth at this decision point. Detention utilization data is used to identify programs that strengthen the continuum of detention alternative programs that are available to the court and help counties make informed decisions about resource allocation.

6.3. DISPOSITON

Pursuant to N.J.S.A. 2A:4A-43(a), the disposition of a delinquency case is the final outcome or decision that describes how the case was resolved. After a young person is adjudicated delinquent, the court may order sanctions, supervision, and services that have a rehabilitative goal. This approach aims to promote positive youth outcomes and successful futures. In New Jersey, disposition options may include restitution, community service, probation, placement with the Department of Children and Families, and commitment to the Youth Justice Commission. Programs for youth on probation, such as intensive supervision or day reporting, are designed to employ a positive youth development framework that

focuses on building competencies and connecting youth to pro-social opportunities. Disposition programs may be grounded in rehabilitation, restorative principles (accountability, repairing harm, and strengthening relationships), and positive youth development to support a meaningful, constructive experience for young people.

When determining the appropriate disposition, the court is tasked with balancing public safety, accountability, and providing opportunities for rehabilitation. By expanding community-based programs that are built on restorative and positive youth development principles, counties can provide courts with a wider array of options to meet the needs of young people. Research indicates that community-based programs integrating these approaches can significantly reduce recidivism and foster growth within youth, which ultimately improves public safety.

The disposition data should inform counties about the characteristics of young people who are adjudicated delinquent and their experiences in programs funded through the CYSC. This information is critical for planning and ensuring resources are allocated to programs that provide youth with the support and services they need to reduce recidivism, age out of delinquency, and to grow into successful adults.

7. EVALUATION PHASES

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	**EXECUTIVE SUMMARY** One (1) page summary addressing the following: • Agency history in addressing the target population and problem identified; • Agency philosophy/mission; • How long the agency has been in business; • Program Description; • Needs being addressed by program; • Level of service (LOS); • Total amount of funds requested. • Quantity of Electronic devices.	Points Based	5 *(5% of Total)*

2.	**PROGRAM DESCRIPTION** • Show a clear understanding of the Annual Planning Process Data, data collection and application based on data of facts, figures and sources applied to support the statement of need; • Description of program/service that will be provided; • Provide a completion of Program Profile (see **Vendor Questionnaire** Attachment B)	Points Based	15 *(15% of Total)*

3.	**PROGRAM ADMINISTRATION** • Detail the lines of supervision within the proposed program in relation to the agency overall operation. An organizational chart should also be included, please indicate all bilingual individuals; • State the number of staff that will be used to operate proposed program; • Include job descriptions for the positions that will be funded through this grant; • Include resumes for staff that have been identified to provide services. • Include a list of completed trainings and/or certification for staff that have been identified to provide services. • Written Protocol regarding how the agency recruits selects and provides training to employees, particularly those involved in direct services.	Points Based	15 *(15% of Total)*

4.	**PROGRAM APPROACH** Specify a program approach that will include the following: • Methods/modalities that will be used to implement the program design and how it addresses needs; • Capabilities to provide services for juveniles participating in electronic monitoring program; • Services to be provided will be consistent with objectives; • Description of any collaborative efforts or processes that will be used to provide proposed services (Affiliation Agreements or Memorandum of Understanding should be attached); • Information on the accessibility of service, including the hours and days that service will be provided, as well as the geographic location(s) of service provision; • Information on the level of service (LOS), including a definition of each unit of service and the level of service anticipated during the contract year;	Points Based	30 *(30% of Total)*

	• Describe how the proposed program/services will be multicultural. • Past Performance o If the Provider agency was previously funded for the 2026 contract period for the same program/services described in their proposal, Previously Funded Agency Form (see **Vendor Questionnaire** Attachment F) will be considered. A review of past reporting, expenditures and performance showing the agency's ability to meet timelines and goals in a reasonable fashion. Items such as monitoring results, fiscal expenditures, JAMS intakes, completions and narratives will be considered. Past performance can determine possible point deduction or disqualification. • If applicable, describe the transitional/follow-up process of your program. (Examples: how do you keep in contact with the youth after they have transitioned out of the program? What services are in		

	place? What resources are the youth linked to?)		
5.	**GOALS, OBJECTIVES, OUTCOME MEASURES & EXPECTED IMPACT** • Describe the overall program goal as identified by the agency. • What is the overall impact the agency projects to achieve by providing these program services. • Provide completion of Goals, Objectives & Outcomes form (see **Vendor Questionnaire** Attachment C).	Points Based	20 *(20% of Total)*

6.	**BUDGET** • Proposals, which do not contain a completed budget and narrative, will be disqualified. Budget should also identify the cost per unit of service. Contract reimbursement will be based on the units of service provided by the agency. Funds must be clearly delineated, and the budget narrative must clearly explain budget items, including a description of miscellaneous expenses or "other" items. • Provide completion of the Expense Summary Form (see **Vendor Questionnaire** Attachment D1-4) • Shall include a budget narrative: o Briefly describe each budget line item listed on Expense Summary (see **Vendor Questionnaire** Attachment D1-D4) o If applicable, detail personnel costs (salary and fringe). A fringe table rate with breakdown must be provided. o Define a unit of service and cost of a unit of service	Points Based	15 *(15% of Total)*

8. DETAIL SPECIFICATIONS

8.1. INTENT

It is the intention of these specifications to provide to prospective proposers the requirements for a Global Positioning System (GPS) Electronic Monitoring, Mentoring & Evening Reporting Program in the areas of Detention/Detention Alternatives and Disposition for qualified court-involved youth residing in Middlesex County in accordance with the New Jersey Youth Justice Commission's (YJC) State/Community Partnership and Family Court Appropriations as required by the Middlesex County Department of Community Services, Office of Human Services.

Proposers are encouraged to incorporate a strength-based, youth-centered approach when designing programs. This means services and programs should seek to build on the strengths, assets, and protective factors of youth, while addressing their identified needs and supporting positive outcomes. A strengths-based approach to youth justice continuum planning is a framework for designing programs and interventions that build on the assets, capabilities, relationships, and potential of young people, families, and communities, while matching the level and type of intervention to each young person's needs, risks, circumstances and goals. The continuum should create opportunities for young people to move toward greater stability, accountability, connection and independence.

8.2. PURPOSE

Middlesex County Council for Children's Services, through the comprehensive planning process, makes recommendations to create new alternatives so the juvenile system has more options. The use of effective detention and dispositional alternatives assures that youth who do not require secure care are supervised in community programs while the most serious offenders are appropriately supervised in a secure setting.

The proposed Electronic Monitoring, Mentoring & Evening Reporting Program will serve as a community-based alternative for targeted pre-dispositional (Detention Alternative) and post-dispositional (Disposition) youth. Youth will be able to be admitted directly to the alternative without first having to be admitted to detention and can continue services after disposition without interruptions as court ordered.

This solicitation seeks programming designed to offer a seamless transition of services for youth in the identified areas of detention & disposition. The central goals will include but are not limited to: highly structured and well-supervised group activities during high-risk time periods for court identified youth, ensure greater accountability for court appearances, and reduction in the likelihood of re-arrest while allowing youth to continue to attend school and remain at home. The program will keep youth involved in positive experiences while ensuring they are occupied during the times; they are most likely to recidivate. While participating in the program, youth are offered mentoring, supervision and engage in educational activities, recreational programming, and life skills development workshops. The program shall provide at no cost to the juvenile or juvenile's family, transportation and bilingual services (English/Spanish) so it is accessible to all youth throughout Middlesex County.

Program areas are defined as:

Detention/Detention Alternatives: Detentions Alternatives Programs provide supervision to juveniles who would otherwise be placed in secure detention facility while final disposition of their case. Detention Alternatives Programs are not to be provided in the detention center. These programs are designed to provide short (30-60 days) supervision to safely maintain youth in the community while awaiting disposition of their case. As such, these programs help to reduce the overall detention population.

Disposition: Disposition is the phase of the juvenile justice system where youth adjudicated delinquent are ordered by the court to comply with specific sanctions, supervision, and services. For youth disposed to a term of probation supervision, among the conditions of probation that might be imposed by the court is the completion of a Dispositional Option Program. These programs promote public safety, ensure offender accountability, and provide juveniles with opportunities for personal growth and skill through rehabilitative efforts.

8.3. PURPOSE OF FUNDING

This solicitation has been drafted in accordance with the New Jersey Youth Justice Commission's (YJC) State/Community Partnership and Family Court Appropriations Request-for-Proposal Standards. The contract will be for a twelve (12) month period from January 1, 2027, through December 31, 2027. There may be a possibility to renew contracts for a second (2nd) and third (3rd) year dependent on funding availability, favorable monitoring, reporting compliance, and recommendation by the Council for Children's Services and approval from County Board of Commissioners.

This solicitation provides alternatives to the court while maintaining public safety by providing funding for a minimum of twenty (20) youth between the Detention Alternative and Dispositional Services' components, and fifteen (15) Electronic monitoring bracelets to be placed on qualified youth for an average time period of thirty (30) – sixty (60) days in the area of Detention and at the discretion of the court in the area of Disposition. Middlesex County will secure a GPS Bracelet Device Vendor who will work directly with the Provider. The Provider Agency will have the ability to obtain additional bracelets within twenty-four (24) hours of notification. An agency shall also have the capacity to accept youth in either component as court ordered. Although, this is a tiered program, services shall be court-ordered for both Detention Alternative and Disposition services. Automatic transition between components is not allowable, there shall be a court order.

Qualified youth are defined as youth who fit one (1) of the following criteria:

- Youth who are arrested and who are recommended for an alternative to detention by the Family Intake Services unit of the Family Court;
- Youth who are referred by the Court for new charges who would otherwise be detained;
- Youth pending a Violation of Probation (VOP) who are already detained or would have otherwise been detained.
- Placed at the discretion of the court as a disposition.

8.4. AMOUNT OF AVAILABLE FUNDING

Source of Funds:

- **State/Community Partnership Grant Funds:** Targeted to support sanctions and services for juveniles adjudicated or charged delinquent and programs for prevention of juvenile delinquency.
- **Family Court Appropriations:** Targeted to support programs and services for juveniles involved with or at risk for involvement with the Family Court.
    - For the purpose of this solicitation, funds will be available as defined below:
        - State/Community Partnership & Family Court Appropriations: $115,000 Programming Costs.
        - A budget narrative is required with submission of proposal documentation.
        - Proposals shall indicate which background check service being utilized with the proposal.
        - Proposals shall score 70 or above to be considered for funding.
        - **Proposals submitted will be considered as a Contract Reimbursement and shall be based upon the service or services provided by the agency**.

Funding for Service Areas:

- **Detention/Detention Alternatives:** Services to ensure the youth's presence at the next court hearing and to provide short-term (30-60 days) supervision sufficient to safely maintain appropriate youth in the community while awaiting the final disposition of their case.
- **Disposition:** Services to provide the court with a range of options that match the supervision and service needs of youth in their communities in an effort to reduce recidivism.

8.5. ALLOWABLE USE OF FUNDING

All funds shall be committed to support and provide the Global Positioning System (GPS) Electronic Monitoring, Mentoring & Evening Reporting Program in the areas of Detention/Detention Alternative and Disposition commensurate with the scope of this solicitation. Committing awarded funds to any other service that is not part of the Global Positioning System (GPS) Electronic Monitoring, Mentoring & Evening Reporting Program in the areas of Detention/Detention Alternative and Disposition is prohibited. Supplanting or retroactive funding is not permissible. Start-up funds are not available. Any expenses incurred prior to the effective date of the contract will not be reimbursed.

8.6. MANDATORY OUTCOME MEASURE

The county has established a Mandatory Outcome Measure for each decision point along the continuum of care. Each Mandatory Outcome provides a framework of what the County is aiming to achieve through funding of programs and services by clearly describing the intended change or results that

programs and services funded under a particular decision point are expected to achieve. Each agency submitting a proposal must clearly delineate outcomes that support the County Mandatory Outcome Measure for the point of continuum.

- **Detention Utilization and Detention Alternatives:** Reduce the number of youth with secure commitments to the Middlesex County Youth Detention Center; Reduce the length of stay for youth with secure commitments to the County Youth Detention Center; Expand effective alternatives to secure detention by providing community-based options that address youth's underlying needs and risk factors, with the goal of increasing the number of youth who remain in the community while awaiting disposition of their cases; and Improve court appearance and public safety outcomes by reducing missed court appearances and new offenses among youth awaiting disposition of their case.
- **Disposition:** Provide effective community-based options to the youth court and for youth with probation dispositions in effort to increase the number of youths referred to community-based, restorative, and positive youth development programs.

8.7. PROJECT GOALS

This solicitation is limited to New Jersey registered agencies that have the capacity to provide services at a site in Middlesex County. Middlesex County Office of Human Services, Division of Children's Services, and the Middlesex County Youth Services Commission are requesting proposals from interested and qualified, New Jersey agencies to serve as PROVIDER for the provision of Global Positioning System (GPS) Electronic Monitoring, Mentoring & Evening Reporting Program in the areas of Detention/Detention Alternative and Disposition to court-involved youth residing in Middlesex County. Qualified agencies are New Jersey registered agencies that have the capacity to satisfy the following set of mandatory requirements.

- Program services shall be implemented within thirty (30) days of the contract period start date. If there is no activity, the Provider Agency shall immediately submit on agency letterhead written justification to the Division of Children's Services the reasons for the delay, the steps taken to initiate the program, and the expected start date. Failure to comply with this requirement can result in termination of contract.
- The Provider agency shall have the capacity to accommodate any communication barriers that may affect the level of services to be provided. It is the agency's responsibility to have the appropriate resources in place.
- Minimally, a State criminal background check shall be completed twice a year for staff of programs funded through this grant. Proposals shall indicate which background check service will be utilized.
- Agencies shall have the capacity to provide transportation to and from site.
- Training requirements: All agencies that are funded through this grant are required to provide sufficient training to adequately serve the designated population. During the contract year,

training shall be inclusive of cultural diversity, gender specific services (can be included in other subject area training), professionalism, as well as any and all other relevant trainings specific to the services being provided to the population of youth.

- A list of each staff member's completed training shall be included in the proposal submitted in response to this solicitation.
- Proof of the specified trainings that shall occur during the contract period as indicated above, shall be submitted to the Division of Children's Services within fifteen (15) days of completion.
- Regarding new hires and new volunteers, a schedule of completed trainings shall be provided to the Division of Children's Services within fifteen (15) days of hire. Furthermore, proof of additional new hire and volunteer training shall be submitted to the Division of Children's Services upon completion.
- Curriculum/Modules Utilization: The curriculums, evidenced based, best practices being utilized shall be identified and detailed in the proposal. All agencies that are funded through this grant shall provide staff training for any curriculum or modules outlined in their proposal/contract within fifteen (15) days of start of contract.
- The Provider agency agrees to comply with the State regulations (found at N.J.A.C. 13:92-2.5) govern the operations of juvenile detention facilities and prohibit "contact between juveniles and incarcerated adults". Youth cannot have contact with adult inmates, including adult inmate trustees in an adult correction facility.
- As a joint effort between the County and State, any press or media contact in relations to the State Community Partnership or Family Court Appropriations grant shall be coordinated with the Youth Justice Commission in advance. The Provider Agency shall notify the Division of Children's Services in writing prior to any press of media contact.
- The Provider agency agrees to comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Furthermore, the Provider Agency agrees to enter into HIPAA Business Associate Agreements (BAA) with the County regarding certain protected health information, if deemed necessary under the provisions of the overall service agreement.
- The Provider agency, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
- The Provider agency agrees to comply with the American with Disabilities Act (ADA).
- The Provider agency certifies that it will neither utilize any portion of the contract funds, if awarded or technology to support or promote violence, terrorist activities or related training of any kind-directly or indirectly, including support of other organizations or persons engaged in such activity.

8.8. MULTI-YEAR CONTRACT

The contract shall commence on or about January 1, 2027 through December 31, 2027. Renewal of an additional one (1) year for up to a three (3) year funding cycle to align with the Youth Justice Commission Strategic Planning guidelines. Renewal extensions will be based on the availability of funding, positive monitoring results, and a recommendation from the Middlesex County Council for Children's Services (CCS).

Multi-Year Contracts as awarded shall be subject to the availability and appropriation annually of sufficient funds required to meet any award obligation extending beyond a twelve (12) month period. This is in accordance with Local Public Guidelines and Contract Regulations.

8.9. SUCCESSFUL PROPOSER SHALL

There is not an option for automatic transfer from Detention services to Dispositional services. Dispositional services **SHALL** be court ordered. The Provider shall have the capacity to accept youth in either component as court ordered and all services **SHALL** be court ordered.

Level of Service (LOS)

Youth to be served at any given time between the Detention Alternative and Dispositional Services components during the contract period:

- Minimum of twenty (20) youth.
- *Note: The minimum Level of Service (LOS) is the total number of youths receiving services through Detention Alternative and Dispositional Services, not twenty (20) youth each component.*
- *For example: Fifteen (15) youths are actively involved in Detention Alternatives, while an additional five (5) are in Disposition.*

Bracelets

Placement on an electronic monitoring bracelet is at the discretion of the court and shall be court ordered.

- Fifteen (15) GPS Electronic Monitoring Bracelets will be available.
- The Provider Agency will be trained in utilization of the bracelet and have access to customer support. The Provider Agency will have the ability to obtain additional bracelets within twenty-four (24) hours of notification.

Detention Alternatives

Home Visitation

- Conduct in-person home checks a minimum of two (2) times per week that lasts no less than thirty (30) minutes in duration. Providers may schedule more home visits depending on the youth's level of need as determined on a case-by-case basis.

Dispositional Options

- Conduct in-person home checks a minimum of two (2) times per month that lasts no less than thirty (30) minutes in duration.
- *Note: There isn't an option for automatic transfer from Detention services to Dispositional services. Dispositional services **SHALL** be court ordered.*

Minimum Programmatic Targets For Both Areas

- Provide evening programming from 5pm to 9pm, no less than three (3) days per week including a Friday or Saturday evening, which may include educational, social, and recreational activities/components based on the youth's level of need to be determined on a case-by-case basis.
- Provider agencies shall be able to accommodate services remotely due to any unforeseen circumstances that would require such programming to take place during the funded year.
- The program shall be cognizant of the importance of family engagement in the rehabilitation of youth and incorporate it into their programming.
- Demonstrate the ability to accept referrals from the Court and place GPS monitoring bracelet(s) on the youth within one (1) hour of being contacted by court officials and/or law enforcement.
- Be available twenty-four (24) hours a day to place the bracelet(s) on the youth at either the police station or in court.
- Ensure that each installed GPS unit is kept in proper working order by checking at least once every twenty-four (24) hours.
- Have the staffing capacity to provide contact via phone or GPS tracking unit with the youth twenty-four (24) / seven (7) on an emergent basis.
- Provide a Bilingual (English/Spanish) monitor or mentor at the start of and throughout the contract period.
- Match youth with a monitor or mentor of the same sex for the entire time the youth is a participant in the program.
- Collaborate with the Division of Children's Services, Middlesex County Prosecutor's Office, Middlesex County Public Defender's Office or attorney of record and other youth services system partners by having youth attend programming, workshops, focus groups, presentations etc. as appropriate.
- Collaborate and maintain collateral contact with other service providers that are court ordered.
- Provide sufficient training to all staff members and volunteers of the funded program.

  - Training shall be inclusive of cultural diversity, gender specific services, professional etiquette, and reporting. Training should also be prevalent to the services being provided and the population of youth being served.
  - A schedule of training shall be submitted to the Division of Children's Services at the beginning of the contract period, during monitoring, and/ or as requested for each staff member and volunteer.

- The curriculums, evidenced based, best practices being utilized shall be identified and detailed in the proposal. All agencies that are funded through this grant shall provide staff training for any curriculum or modules outlined in their proposal/contract within 15 days of start of contract.
- Have staffing capacity to complete reporting documentation.
- Track all the required data elements including racial, ethnic and gender data. Additionally, clearly distinguish the service area, detention alternative or disposition, as well as if there was a transition from detention alternative to disposition. Weekly or monthly reports may be required.
- Provide daily census reports to:
  - Middlesex County Family Court
  - Middlesex County Prosecutor's Office
  - Middlesex County Public Defender's Office
  - Middlesex County Juvenile Probation Department
  - Middlesex County Division of Children's Services
- Provide written progress reports relevant to youth's activity and progress within the program no less than twenty-four (24) hours of the scheduled court appearance and/or as requested. Reports should be provided by email to:
  - Middlesex County Family Court
  - Middlesex County Public Defender's Office or attorney of record
  - Middlesex County Prosecutor's Office
  - Middlesex County Juvenile Probation (for post-adjudication only)
- Maintain appropriate and organized files for each youth participating in program services during the contract period.

- Files shall contain up-to-date records of services as well as other required documentation such as court order, progress reports, case notes and record of collateral contacts, JAMS intake/completion forms, discharge summary, signed releases etc.
- Files shall clearly distinguish the service area, detention alternative or disposition, as well as if there was a transition from detention alternative to disposition.

- Notify, by phone call, the Middlesex County Juvenile Intake Unit when any violations occur. This shall immediately be followed by a subsequent email report as follows:
  - For Detention Alternatives (pre-adjudication) - to the Middlesex County Juvenile Intake Unit, Middlesex County Public Defender's Office or attorney of record, and the Middlesex County Prosecutor's Office.
  - For Disposition Options (post-adjudication) – to the Middlesex County Juvenile Probation.
  - Violations are considered acts by the youth and not equipment related issues.
- Implement an *Emergent Monitoring Device Removal Process* indicating the plan of action for removal of a GPS monitoring bracelet in the event of emergency circumstances, where medical or behavioral services are necessary, and electronic monitoring bracelets impedes the same. A copy of the process shall be submitted with the proposal.
  - **Note:** The Emergent Monitoring Device Removal Process should detail responsible parties and assigned tasks and shall also include the following instructions:
    - A call to the Middlesex County Juvenile Intake Unit to obtain a court order for the removal of the GPS monitoring bracelet within 30 minutes of the Provider being notified on the emergent situation. A contact telephone number will be provided upon the award of contract.
  - Immediate written notification via email shall be provided as follows:
    - For Detention Alternatives (pre-adjudication) - to the Middlesex County Juvenile Intake Unit, Middlesex County Public Defender's Office or attorney of record, and the Middlesex County Prosecutor's Office.
    - For Disposition Options (post-adjudication) – to Middlesex County Juvenile Probation, Middlesex County Public Defender's Office or attorney of record, and the Middlesex County Prosecutor's Office.
- Malfunctioning equipment shall be repaired or replaced within twelve (12) hours of notification or identification. Immediately notify regarding GPS unit that are not operating properly should be provided to:
  - Middlesex County Family Court
  - Middlesex County Prosecutor's Office

- Middlesex County Public Defender's Office or attorney of record
- Middlesex County Juvenile Probation (for post-adjudication only)
- Middlesex County Division of Children's Services

- Attend all scheduled technical assistance meeting(s) upon award of contract.
- Utilize risk screening tools that may be identified for use by the Middlesex County Juvenile Court and the Middlesex County Division of Children's Services.
- Utilize and/or implement outcome measurement tools and procedures that may be identified by the Middlesex County Division of Children's Services.

8.10. GPS EQUIPMENT REQUIREMENTS FOR THE PROVIDER

- The Provider shall have the capability to communicate with the GPS device vendor directly.
- The Provider shall contact the agency to receive the fifteen (15) bracelets at the start of the contract.
- The Provider Agency will have the ability to obtain additional bracelets within twenty-four (24) hours of notification.
- The placement on an electronic monitoring bracelet is at the discretion of the court and shall be court ordered.
- The Provider Agency will be trained in utilization of the bracelet and have access to customer support.

8.11. DATA COLLECTION

The program staff will enter the date for youth ordered into the program from the court. The program will provide the data for the length of stay for youth in the program, number/percentage of youth who complete the program, and the number/percentage of who violated the program. Middlesex County Court will closely monitor the violations to determine what actions should be taken and number of youths being placed in detention via court. The information shall be tracked by program staff in an excel file or access database.

The Intended Program Outcomes county-wide are:

- Increase alternatives to detention and dispositional options for court.
- Increase successful completion of alternatives in both service categories.
- Decrease the number and percentage of youth admitted to detention overall, especially among minority youth.
- Decrease the percentage of youth admitted to detention for a Violation of Probation (VOP's) overall and among minority youth.

- Decrease the number and percentage of youth admitted to detention for Failure to Appear (FTA) overall, especially minority youth.
- Decrease the Length of Stay in detention overall and among minority youth.
- Decrease Length of Stay of pre-dispositional youth awaiting release from detention to alternative overall and among minority.
- Decrease the number and percentage of youth violated while participating in a dispositional program.

The selected CONTRACTOR/PROVIDER shall have the capacity to capture and report on the following data elements. Note where there is an activity component, activity details shall be maintained in each individual participants' file:

- Process Measures by Service Category
    - Number of youths referred and admitted to the program by race, ethnicity, age, and gender
    - Length of Stay on the GPS program by race & gender
    - Number of youths participating in evening programming
    - Number of youths participating in an educational component
    - Number of youths participating in a social component
    - Number of youths participating in a recreational component
    - Average number of hours provided to each youth
- Outcome Measures by Service Category
    - Number and percentage of youth who complete the program
    - Number and percentage of youth who were violated from the program
    - Average Length of Stay in detention by race, ethnicity, and gender
    - Average Length of Stay for pre-dispositional youth awaiting release to an alternative
    - Average Length of Stay for post-dispositional youth in services by race, ethnicity, and gender

8.12. ADDITIONAL CONTRACTUAL REQUIREMENTS

Applicants awarded funding shall adhere to the following terms and conditions:

- When necessary, program services should be available to youth/families including (but are not limited to) virtual and/or a social distancing setting. This would originate from extenuating circumstances, State and/or County restrictions of in-person contacts. Written notification of any updates and changes to programming shall be sent to the Division of Children Services within two business days of programmatic change.

- It is required by the funding source that if a proposed program has more than one program component, such as secondary or primary programs, they shall provide separate level of services and outcomes on the program profile (Attachment B) each program component.
- Submit online monthly and quarterly programmatic reports through the Juvenile Automated Management System (JAMS). The use of JAMS requires that agencies have a valid e-mail address. The County reserves the right to delay or withhold payment for services if JAMS programmatic reports are not submitted. Sample forms will be provided upon award of contract.
- If the provider Agency/program has been previously funded, any outstanding JAMS reporting shall be submitted and approved by the County prior to any future funding awards being made.
- Submit monthly fiscal reports to the Division of Children's Services no more than fifteen (15) days after the end of the reporting month. A final fiscal report shall be submitted no more than thirty (30) days after the completion of the grant period. The County reserves the right to delay or withhold payment for services if fiscal reports are submitted without proper vouchers, invoices and back-up documentation. Contract reimbursement will only be based on the units of service provided by the agency.
- Funded Agencies shall attend an orientation / transitional meeting prior to the start of contract and other meetings as directed during the contract period with the Division of Children's Services staff.
- Funded Agencies shall attend Multi-Disciplinary Team (MDT) and any required meetings. A schedule of meetings will be provided upon award of contract.
- Funded Agencies shall be able to accommodate referrals directly from the Juvenile Court. The Provider Agency shall complete an "Outcome Form" which is to be forwarded to both the Division of Children's Services and the Court so that referral outcome can be dually recorded. Additionally, the Provider Agency shall forward a copy of the court order/referral to the MDT coordinator.
- On-site monitoring will be conducted at least once a year for previously funded programs and can be conducted at least twice a year for newly funded programs. If warranted, additional on-site monitoring to address corrective action plans will be scheduled. Monitoring may be held virtually as permitted by the funding source. Any request necessary by the Division of Children services related to the on-site monitoring process shall be complied with and given forthright in expedient manner due to the time constraints of the process.
- Participate in any research project or outcome measurement program that the Council for Children's Services/YSC conducts.
- Notify the Division of Children's Services and, when necessary, the court, in writing, if there are any changes in essential program staff, and/or program operations including but not limited to

client intakes, services, referrals, location, and agency contact information within two (2) days. Notification shall be on Agency letterhead and can be sent via e-mail or fax.

- Utilize and/or implement outcome measurement tools and procedures that may be identified by the Middlesex County Division of Children's Services.
- Any program needing to recruit/obtain program referrals should have in place prior to contract start date.
- If an agency has any unforeseen complications arise at the beginning of programming, a review with the agency will take place to resolve those aforementioned complications.
- Any proposal should submit a letter of support/documentation from prospective referral source(s) agreeing to support the program with referrals.
- Facility/Rental Costs that are apart of any budget should have supportive documentation with submission of a proposal.
- Memberships provided by any agency that are apart of any budget should have supportive documentation and explanation with submission of a proposal.
- Gift Cards provided by any agency that are apart of any budget should have supportive documentation and explanation with submission of a proposal.
- Any program that will utilize payment to youth should be the New Jersey standard minimum wage or above.

8.13. SPECIAL CONDITIONS

Pursuant to directive by the Office of the Attorney General, all awards processed through the Department of Law and Public Safety (Youth Justice Commission) shall with the following:

- The funded Provider agency will ensure that funds will be spent in a timely manner. The Provider agency will assure fiscal control and proper management of funds.
- The funded Provider agency agrees that it shall be solely responsible for and shall keep, save, and hold the State of New Jersey and County harmless from all claims, loss, liability, expense, or damage resulting from all mental or physical injuries or disabilities, including death, to its employees or recipients of the funded Agency services or to any other persons, or from any damage to any property sustained in connection with the delivery of the funded Agency's services that result from any acts or omissions, including malpractice of any of its officers, directors, employees, agents, servants or independent contractors, or from the funded Agency's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault, or default of the funded Agency. The funded Agency's responsibility shall also include all legal fees and costs that may arise from these actions. The funded agency's liability

under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense, or damage resulting from acts occurring prior to termination.

- The funded Provider agency shall recognize and agree that both the initial provision of funding and the continuation of such funding under the Grant Agreement are expressly dependent upon the availability to the Department of Law and Public Safety (Youth Justice Commission) of funds appropriated by the State Legislature from State and/or Federal revenue or such other funding sources as may be applicable and, if the funded Agency is deemed a priority by the New Jersey Attorney General. A failure of the County to make any payment under this Grant Agreement or to observe and perform any condition on its part to be performed under the Grant Agreement as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of the Grant Agreement by the County or an event of default under the Grant Agreement and the County shall not be held liable for any breach of the Grant Agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from the County beyond the duration of the award period set forth in the Grant Agreement and in no event shall the Agreement be construed as a commitment by the County to expend funds beyond the termination date set in the Grant Agreement.

8.14. CONFLICT OF INTEREST

No COUNTY employee whose position in the COUNTY enables him/her to influence the selection of a CONTRACTOR/PROVIDER for this solicitation, or any competing solicitation, nor any spouse of economic dependent of such employees, shall be employed in any capacity by a submitting agency or have any other direct or indirect financial interest in the selection of a CONTRACTOR/PROVIDER.

All reviewers will adhere to the Conflict-of-Interest Policy as outlined in the Council for Children's Services/Youth Services Commission Bylaws (Article VIII), which states:

- Council members shall, at a minimum, be precluded from participating in discussions and/or decision-making regarding funding or monitoring of programs for which they are employed, serve as a board member or volunteer, or have a personal or financial interest. Personal interest means any interest of a member, or his spouse or child. Financial interest is defined as the employment or board membership of the member or the member's immediate family, i.e., spouse, child, parent, grandparent, grandchild, uncle, aunt, brother, sister, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, and any other member of the immediate household; or partnership, association, joint venture, proprietorship or corporation in which said person or spouse or child has ownership or control over more than 10 percent (10%) of the stock or is a director or officer.

- All members shall fully disclose all affiliations on an annual basis, or as any changes in affiliation occur during the calendar year.

- This policy will hold true during meetings of the Council and the Council's Committees as follows: A member who is conflicted may participate in the general discussion regarding their

conflicted agency only when called upon by the Council Chairperson, or committee chairperson to do so. A member who is conflicted will not participate in the vote regarding the awarding of monies or any contract or budget modification concerning their conflicted agency.

- Any member may raise the question of a perceived conflict of interest on the part of another member. This question should be decided by a majority vote of the present members of the committee or Council according to where the discussion/voting are being conducted.

8.15. APPEALS PROCESS

In accordance with the Council for Children's Services/Youth Services Commission Bylaws, the Appeals Process (Article X) is as follows:

- The Council shall maintain viable appeals process for applicants who apply to the Council for consideration of receipt of funds.
- The Council in compliance with New Jersey Administrative Code (N.J. A.C. 5:30-11.1 to 11.10) will make initial recommendations to the Middlesex County Purchasing Department regarding applications for funding and notify, in writing, all applicant agencies as to the proposed disposition of their application.
- Applicant agencies have the right to appeal the initial recommendation of the Council on the following grounds only:
    - No quorum was present on the Council at the time of decision.
    - A charge of conflict of interest may be levied justified against a Council/ Proposal Review Committee member; and/or
    - New information has become available, which, if known during Proposal Review Committee or Council deliberations, would have served to alter the Review Committee's or Council recommendations.
- An agency desiring to appeal an initial decision of the Council shall notify the Director for the Office of Human Services, in writing, so that the correspondence is postmarked within five (5) days of the receipt of the Division of Children's Services notification.
- Upon receipt of a written request for appeal, the Executive Director shall call a meeting of the Executive Committee of the Council. The Committee shall review the appeal, take any testimony from the applicant agency, Council members or staff of the Office of Children's Services, either orally or in writing as might be appropriate, and formulate a proposed recommendation as to the disposition of the appeal for the further review of the Council. This process shall take no longer than thirty (30) days.

8.16. CONTRACT PERIOD

The contract shall commence from on or about January 1, 2027 to December 31, 2027. The County, subject to the availability of funds and the approval of the Middlesex County Board of County Commissioners, shall have the option to extend the contract for a second (2nd) and third (3rd) year at the original bid prices, terms and conditions. Any services ordered or made within thirty (30) days after the Contract expires shall be under the same terms and conditions specified in the bid and contract prices submitted by the vendor, unless said vendor indicates, in writing, thirty (30) days prior to the contract expiration, that it shall not be bound by said terms, conditions and contract prices.

9. VENDOR QUESTIONNAIRE

All signatures submitted shall consist of either scanned reproductions of original signatures or digital signatures that are timestamped. **No other forms of electronic signatures will be accepted**

9.1. PROPOSAL SHEET FOR GLOBAL POSITIONING SYSTEM (GPS) ELECTRONIC MONITORING, MENTORING, & EVENING REPORTING PROGRAM

Please download the below documents, complete, and upload.

- GPS_Proposal_Form_-_2026.docx

9.2. STATEMENT OF OWNERSHIP DISCLOSURE*

PLEASE DOWNLOAD THE BELOW DOCUMENT, COMPLETE, AND UPLOAD WITH YOUR SUBMISSION.

- STATEMENT_OF_OWNERSHIP_DISC...

*Response required

9.3. NON-COLLUSION AFFIDAVIT

PLEASE COMPLETE AND UPLOAD THE ATTACHED DOCUMENT.

YOU WILL BE PROVIDED WITH THE OPTION OF ONLINE NOTARIZATION OR MANUAL NOTARIZATION WHEN RESPONDING.

- NON-COLLUSION_AFFIDAVIT_NOT...

9.4. NOTICE OF EXCEPTIONS*

THIS FORM SHOULD BE USED TO IDENTIFY OR EQUAL PRODUCT OR RECYCLED PRODUCT INFORMATION. PLEASE DOWNLOAD THE BELOW DOCUMENT, COMPLETE, AND UPLOAD WITH YOUR PROPOSAL.

- NOTICE_OF_EXCEPTIONS.pdf

*Response required

9.5. PRICE CERTIFICATION SIGNATURE*

PROPOSER SHALL COMPLETE THIS CERTIFICATION AND SUBMIT WITH THE BID. **NOTE: BIDDERS SIGNATURE ON THIS DOCUMENT CERTIFIES THAT THE PRICES ENTERED ON THE BID SHEET ARE CORRECT**

- PRICE_CERTIFICATION_SIGNATU...

*Response required

9.6. PROPOSAL DOCUMENT CHECKLIST*

PLEASE DOWNLOAD, COMPLETE, AND UPLOAD THE BELOW DOCUMENT WITH YOUR BID.

- PROPOSER_SUBMITTAL_CHECKLIS...

*Response required

9.7. CORPORATE RESOLUTION

REQUIRED BEFORE AWARD

PLEASE DOWNLOAD THE BELOW DOCUMENT, COMPLETE, SIGN, AND UPLOAD WITH YOUR BID.

- CORPORATE_RESOLUTION2024.pdf

9.8. BUSINESS REGISTRATION CERTIFICATE

REQUIRED BEFORE AWARD

PLEASE UPLOAD YOUR BUSINESS REGISTRATION CERTIFICATE. A SAMPLE HAS BEEN PROVIDED. IF YOU HAVE RECENTLY APPLIED AND HAVE NOT RECEIVED YOUR BRC, YOU CAN OBTAIN A CERTIFICATE ONLINE BY VISITING THE FOLLOWING SITE:

https://www1.state.nj.us/TYTR_BRC/servlet/common/BRCLogin

REGISTRATION FOR A BUSINESS REGISTRATION CERTIFICATE CAN BE DONE HERE: https://www.nj.gov/treasury/revenue/busregcert.shtml

BE ADVISED THE DATE OF REGISTRATION MUST BE BEFORE THE BID DUE DATE.

THIS DOCUMENT SHALL BE SUBMITTED PRIOR TO AWARD OF CONTRACT, HOWEVER IN THE INTEREST OF TIME, YOU ARE STRONGLY URGED TO INCLUDE IT WITH YOUR BID SUBMITTAL

- SAMPLE_BUSINESS_REGISTRATON...

9.9. CERTIFICATE OF LIABILITY INSURANCE

REQUIRED BEFORE AWARD

PLEASE UPLOAD YOUR CERTIFICATE OF LIABILITY INSURANCE, INCLUDING ANY SPECIAL INSURANCE REQUIREMENTS, IF APPLICABLE. A SAMPLE HAS BEEN PROVIDED FOR REFERENCE.

THIS DOCUMENT SHALL BE SUBMITTED PRIOR TO AWARD OF CONTRACT, HOWEVER IN THE INTEREST OF TIME, YOU ARE STRONGLY URGED TO INCLUDE IT WITH YOUR BID SUBMITTAL

- SAMPLE_COI.pdf

9.10. W-9

REQUIRED BEFORE AWARD

PLEASE UPLOAD A COPY OF YOUR W-9.

THIS DOCUMENT SHALL BE SUBMITTED PRIOR TO AWARD OF CONTRACT, HOWEVER IN THE INTEREST OF TIME, YOU ARE STRONGLY URGED TO INCLUDE IT WITH YOUR BID SUBMITTAL.

A link to download a W-9 form is provided for your convenience. https://www.irs.gov/pub/irs-pdf/fw9.pdf

9.11. ADA COMPLIANCE FORM

REQUIRED BEFORE AWARD

PLEASE DOWNLOAD, SIGN, AND DATE THE BELOW FORM.

THIS DOCUMENT SHALL BE SUBMITTED PRIOR TO AWARD OF CONTRACT, HOWEVER IN THE INTEREST OF TIME, YOU ARE STRONGLY URGED TO INCLUDE IT WITH YOUR BID SUBMITTAL

- ADA_COMPLIANCE_FORM.pdf

9.12. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

REQUIRED BEFORE AWARD

PLEASE DOWNLOAD, COMPLETE, SIGN, AND DATE THE BELOW FORM.

THIS DOCUMENT SHALL BE SUBMITTED PRIOR TO AWARD OF CONTRACT, HOWEVER IN THE INTEREST OF TIME, YOU ARE STRONGLY URGED TO INCLUDE IT WITH YOUR BID SUBMITTAL

- DISCLOSURE_OF_INVESTMENT_AC...

9.13. DISCLOSURE OF PROHIBITED ACTIVITIES IN RUSSIA AND BELARUS

Please download the below documents, complete, and upload.

- LPCL_DisclosureofProhibited...

9.14. EEO AFFIRMATIVE ACTION COMPLIANCE NOTICE AND CERTIFICATE OF EMPLOYEE INFORMATION REPORT

PLEASE DOWNLOAD, COMPLETE, SIGN, AND DATE THE BELOW FORM. IF YOU ANSWERED "**YES**" TO EITHER QUESTION IN **SECTION A**, PLEASE PROVIDE A COPY OF THE APPROVAL FORM (SAMPLE OF CERTIFICATE OF EMPLOYEE INFORMATION REPORT IS AVAILABLE BELOW).

IF YOU ANSWERED "**NO"** TO BOTH QUESTIONS, PLEASE GO TO www.state.nj.usreasury/contract_compliance, COMPLETE THE AA-302 FORM, SUBMIT IT TO THE STATE AS REQUIRED, AND UPLOAD A COPY OF THE FORM **WITH PROOF OF PAID FEE.**

NOTE: IF YOU HAVE PREVIOUSLY BEEN AWARDED A CONTRACT BY THE COUNTY OF MIDDLESEX, YOU MUST SUBMIT THE CERTIFICATE OF EMPLOYEE INFORMATION REPORT.

THE BELOW DOCUMENTS SHALL BE SUBMITTED PRIOR TO AWARD OF CONTRACT, HOWEVER IN THE INTEREST OF TIME, YOU ARE STRONGLY URGED TO INCLUDE IT WITH YOUR BID SUBMITTAL.

- EEO_AFFIRMATIVE_ACTION_COMP...
- SAMPLE_CERTIFICATE_OF_EMPLO...

9.15. CERTIFICATION OF NON-DEBARMENT

REQUIRED BEFORE AWARD

PLEASE DOWNLOAD, COMPLETE, SIGN, AND DATE THE BELOW FORM.

THIS DOCUMENT SHALL BE SUBMITTED PRIOR TO AWARD OF CONTRACT, HOWEVER IN THE INTEREST OF TIME, YOU ARE STRONGLY URGED TO INCLUDE IT WITH YOUR BID SUBMITTAL

- CERTIFICATION_OF_NON_DEBARM...

9.16. FTA LOBBYING CERTIFICATION

REQUIRED BEFORE AWARD

PLEASE DOWNLOAD, COMPLETE, SIGN, AND DATE THE BELOW FORM.

THIS DOCUMENT SHALL BE SUBMITTED PRIOR TO AWARD OF CONTRACT, HOWEVER IN THE INTEREST OF TIME, YOU ARE STRONGLY URGED TO INCLUDE IT WITH YOUR BID SUBMITTAL

- FTA_Lobbying.pdf

9.17. STANDARD FORM - LLL DISCLOSURE OF LOBBYING ACTIVITES

REQUIRED BEFORE AWARD

If any funds other than Federal appropriate funds have been paid or will be paid to any person for making lobbying contracts to 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 this form.

If you do not engage in any lobbying activities, please check the appropriate box on this form, sign, date it.

THIS DOCUMENT SHALL BE SUBMITTED PRIOR TO AWARD OF CONTRACT, HOWEVER IN THE INTEREST OF TIME, YOU ARE STRONGLY URGED TO INCLUDE IT WITH YOUR BID SUBMITTAL

- LLL_Lobbying_Form.pdf

9.18. DATA ON PROFESSIONAL STAFF

Please download the below documents, complete, and upload.

- DATA_ON_PROFESSIONAL_STAFF_...

9.19. ATTACHMENT A - GENERAL AGENCY INFORMATION - CHILDREN'S SERVICES

Please download the below documents, complete, and upload.

- ATTACHMENT_A_-_GENERAL_AGEN...

9.20. ATTACHMENT B - PROGRAM PROFILE

Please download the below documents, complete, and upload.

- ATTACHMENT_B_-_PROGRAM_PROF...

9.21. ATTACHMENT C - GOAL - OBJECTIVE - OUTCOME - EVALUATION METHOD FORM

Please download the below documents, complete, and upload.

- ATTACHMENT_C_-_GOAL_OBJECTI...

9.22. ATTACHMENT D1 - EXPENSE SUMMARY

Please download the below documents, complete, and upload.

- ATTACHMENT_D1_GPS_MONITORIN...

9.23. ATTACHMENT D2 - PERSONNEL SUMMARY

Please download the below documents, complete, and upload.

- ATTACHMENT_D2_-_PERSONNEL_S...

9.24. ATTACHMENT D3 - CONTRACT EXPENSE DETAIL (OTHER THAN PERSONNEL)

Please download the below documents, complete, and upload.

- ATTACHMENT_D3-CONTRACT__GPS...

9.25. ATTACHMENT D4 - SUBCONTRACTEES

Please download the below documents, complete, and upload.

- ATTACHMENT_D4-SUBCONTRACTEE...

9.26. ATTACHMENT F - PREVIOUSLY FUNDED AGENCY

Please download the below documents, complete, and upload.

- ATTACHMENT_F_-_PREVIOUSLY_F...

9.27. QUALIFIED BUSINESS ENTERPRISE DOCUMENTATION

As appropriate, please upload any and all Qualified Business Enterprise Certifications.

This includes: Qualified Minority Business Enterprise, Qualified Women Business Enterprise, Qualified Veteran Business Enterprise and Qualified Small Business Enterprise.

9.28. UPLOAD ANY ADDITIONAL DOCUMENTS HERE

Please upload any additional documents here.

All costs associated with the bid must be on the bid sheet. **No other form of submitting prices will be accepted**

MIDDLESEX COUNTY BOARD OF COUNTY COMMISSIONERS

Ronald G. Rios, *Director*

Shanti Narra, *Deputy Director*

Clary Azcona-Barber, Charles Kenny, Leslie Koppel, Chanelle Scott McCullum, Charles E. Tomaro



MIDDLESEX COUNTY PURCHASING OFFICE
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