

RFP 22-23

Worksite Recruitment
Services

PUBLIC NOTICE

OF

OPPORTUNITY

NJ Advance Media
 ATTN: Legal Advertising Dept.
 161 Bridgeton Pike
 Building E
 Mullica Hill, NJ 08062



South Jersey Times

CUMBERLAND COUNTY PURCHASING
 DEPARTMENT, GWEN SCHULTZ
 164 W BROAD ST
 BRIDGETON, NJ 08302

AD#:0010314853

Sales Rep: NJ LegalRepNJ
 Account Number:1156885
 AD#: 0010314853

FOR QUESTIONS CONCERNING THIS AFFIDAVIT,
 PLEASE CALL 800-350-4169 OR EMAIL sjlegalads@njadvancemedia.com

Remit Payment to:
 NJ Advance Media
 Dept 77571
 P.O. Box 77000
 Detroit, MI 48277-0571

Date	Position	Description	P.O. Number	Costs
05/02/2022	Request For Pro NJ	PUBLIC NOTICE NOTICE OF COMPETITIVE CONTRACTING	22-23 Worksite Recruitment Services PN	
			Ad Size 2 x 71 L	Basic Ad Charge - 05/02/2022 \$56.00
				Total \$56.00

CLAIMANT'S CERTIFICATION AND DECLARATION	
I do solemnly declare and certify under the penalties of law that this bill or invoice is correct in all its particulars, that the goods have been furnished or services have been rendered as stated herein, that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim, that the amount herein stated is justly due and owing, and that the amount charged is a reasonable one.	
Date: <u>5/3/2022</u>	Fed ID#: <u>13-4123607</u>
Signature: <u>Chris Tighe</u>	Official Position: <u>AR Manager</u>
CERTIFICATION BY RECEIVING AGENCY	CERTIFICATION BY APPROVAL OFFICIAL
I, having knowledge of the facts, certify and declare that the goods have been received or the services rendered and are in compliance with the specifications or other requirements, and said certification is based on signed delivery slips or other reasonable procedures or verifiable information.	I certify and declare that this bill or invoice is correct, and that sufficient funds are available to satisfy this claim. The Payment shall be chargeable to:
Signature: _____	Appropriation Account(s) and Amount Charged: _____ P.O.#: _____
Title: _____ Date: _____	Signature: _____

State of NEW JERSEY
Cumberland County

Personally appeared Ryan Speller

Of the **Daily Journal**, a newspaper printed in Freehold, New Jersey and published in Vineland, in said County and State, and of general circulation in said county, who being duly sworn, deposes and saith that the advertisement of which the annexed is a true copy, has been published in the said newspaper 1 times, once in each issue as follows:

04/27/2022 A.D 2022

Nancy Heyrman
Notary Public State of Wisconsin County of Brown
5.15.23
My commission expires

Ad Number: 0005227577

NANCY HEYRMAN
Notary Public
State of Wisconsin

**BID NOTICE
COUNTY OF CUMBERLAND, NEW JERSEY**

The County of Cumberland invites sealed bids for Providing Preventative Maintenance and Repair Services for the Security Door Systems at the Cumberland County Jail, Bid # 22-03 Resubmission II

Bid Documents may be downloaded at <http://cumberlandprocure.org>.

Bid Portal Commodity Code(s)

1) Security, Fire Protection, Safety and Emergency Equipment and Services

Bids shall be made on the bid form provided and, in the manner, prescribed. They shall be enclosed in sealed envelopes bearing the legend, **Providing Preventative Maintenance and Repair Services for the Security Door Systems at the Cumberland County Jail, Bid # 22-03 Resubmission II** on the outside. The bids shall be returned to the Office of the Director of Purchasing, Cumberland County Administration Building, 164 West Broad Street, Bridgeton, New Jersey, 08302, by Thursday May 19, 2022, 2:30 PM prevailing time, when they will be opened and read in public. Late bids will not be considered.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 Affirmative Action and P.L. 1977, c. 33, as amended by P.L. 2016, c. 43, N.J.S.A. 52:25-24.2 Corporate Disclosure.

Bidders are required to comply with the requirements of P.L. 1999, c. 238, (N.J.S.A. 34:11-56 et seq.) where applicable.

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

David C. DeWoody, OPA
Purchasing Agent
Pr. fee: \$52.20

0025227517-01

Publication Name:
Daily Journal, Vineland

Publication URL:

Publication City and State:
Vineland , NJ

Publication County:
Cumberland

Notice Popular Keyword Category:

Notice Keywords:

Notice Authentication Number:
202210051025477267811
3520333770

Notice URL:

[Back](#)

Notice Publish Date:
Saturday, April 30, 2022

Notice Content

NOTICE OF COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL RFP # 22-23 COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL FOR PROVIDING WORKSITE RECRUITMENT SERVICES FOR CUMBERLAND COUNTY DEPARTMENT OF WORKFORCE DEVELOPMENT The County of Cumberland is soliciting proposals through a fair and open process in accordance with N.J.S.A. 40A:11-4.1 et seq. Sealed RFP responses will be received by Purchasing, on Wednesday, June 8, 2022 at 2:30 P.M. prevailing time in the Cumberland County Finance Department, Budget Division, Cumberland County Administration Building, 164 West Broad Street, Bridgeton, New Jersey, 08302, at which time and place responses will be opened for Competitive Contracting Request for Proposal for the above stated services. RFP Documents may be downloaded at <http://cumberlandprocure.org>. Bid Portal Commodity Code(s): 1. Social Services The services highlighted in this public notice are supported by the New Jersey Department of Labor (NJDOL) with funds from the United States Department of Labor (USDOL) through the Workforce Innovation and Opportunity Act (WIOA). 100% of these services are financed through federal funding sources. Respondents are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 Affirmative Action and P.L. 1977, c. 33, as amended by P.L. 2016, c. 43, N.J.S.A. 52:25-24.2 Corporate Disclosure. A Non-Mandatory Pre-Proposal Submission Conference will be held at the Administration Building, 164 West Broad Street, Bridgton, NJ 08332 on Thursday, May 12, 2022 at 2:00 PM prevailing time. Respondents are strongly encouraged to attend this meeting. By order of the Board of County Commissioners of the County of Cumberland. David C. DeWoody Purchasing Agent Ptr. fee:\$42.12

[Back](#)

REQUEST FOR
PROPOSAL
(RFP)

**COUNTY OF CUMBERLAND
BRIDGETON, NEW JERSEY**

RFP # 22-23

**COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL
FOR PROVIDING WORKSITE RECRUITMENT SERVICES
FOR CUMBERLAND COUNTY DEPARTMENT OF
WORKFORCE DEVELOPMENT**

**RFP OPENING: WEDNESDAY, JUNE 8, 2022
PREVAILING TIME: 2:30 PM**

**FINANCE DEPARTMENT, BUDGET DIVISION
CUMBERLAND COUNTY ADMINISTRATION BUILDING
164 WEST BROAD STREET
BRIDGETON, NEW JERSEY 08302**

**(856) 453-2132 Phone
(856) 451-0967 Facsimile**

**Please note some of the forms have been updated.
Please review all forms, follow instructions and complete as required.**

**NOTICE OF COMPETITIVE
CONTRACTING REQUEST FOR PROPOSAL**

RFP # 22-23

**COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL FOR PROVIDING
WORKSITE RECRUITMENT SERVICES
FOR CUMBERLAND COUNTY DEPARTMENT OF WORKFORCE DEVELOPMENT**

The County of Cumberland is soliciting proposals through a fair and open process in accordance with N.J.S.A. 40A:11-4.1 et seq.

Sealed RFP responses will be received by Purchasing, on **Wednesday, June 8, 2022 at 2:30 P.M.** prevailing time in the Cumberland County Finance Department, Budget Division, Cumberland County Administration Building, 164 West Broad Street, Bridgeton, New Jersey, 08302, at which time and place responses will be opened for Competitive Contracting Request for Proposal for the above stated services.

RFP Documents may be downloaded at <http://cumberlandprocure.org>.

Bid Portal Commodity Code(s):

1. Social Services

The services highlighted in this public notice are supported by the New Jersey Department of Labor (NJDOLE) with funds from the United States Department of Labor (USDOL) through the Workforce Innovation and Opportunity Act (WIOA). 100% of these services are financed through federal funding sources.

Respondents are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 Affirmative Action and P.L. 1977, c. 33, as amended by P.L. 2016, c. 43, N.J.S.A. 52:25-24.2 Corporate Disclosure.

A Non-Mandatory Pre-Proposal Submission Conference will be held at the Administration Building, 164 West Broad Street, Bridgeton, NJ 08332 on **Thursday, May 12, 2022 at 2:00 PM** prevailing time. Respondents are strongly encouraged to attend this meeting.

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

David C. DeWoody
Purchasing Agent

TABLE OF CONTENTS

RFP INVITATION	2
TABLE OF CONTENTS	3
RFP CHECKLIST	4-5
OFFICIAL PROPOSAL DOCUMENT (EXHIBIT A)	6
STATEMENT OF AUTHORITY (EXHIBIT B)	7
RFP EXCEPTIONS FORM (EXHIBIT C)	8-9
STATEMENT OF CORPORATE OWNERSHIP (EXHIBIT D)	10-11
EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE (EXHIBIT E)	12-14
AMERICANS WITH DISABILITIES ACT LANGUAGE (EXHIBIT F)	15
CERTIFICATION REGARDING DEBARMENT (EXHIBIT G)	16-17
NON-COLLUSION AFFIDAVIT (EXHIBIT H)	18
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA (EXHIBIT I)	19
REQUEST FOR REFERENCE FORM (EXHIBIT J)	20
VENDOR INFORMATION SHEET (EXHIBIT K)	21
BIDDERS DATA SHEET AND QUESTIONNAIRE (EXHIBIT L)	22
INSURANCE REQUIREMENTS (EXHIBIT M)	23-25
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN (EXHIBIT N)	26-27
LIVING WAGE STATEMENT (EXHIBIT O)	28
CONFLICT OF INTEREST POLICY (EXHIBIT P)	29-31
GENERAL INSTRUCTIONS AND CONDITIONS	32-46
TECHNICAL SPECIFICATIONS	47-54
ATTACHMENTS A (PROPOSAL TITLE PAGE)	55-57
ATTACHMENTS B (WORKSITE AGREEMENT)	58-60
ATTACHMENTS C (EVALUATION TOOL)	61
ATTACHMENTS D (STANDARD ASSURANCES & CERTIFICATIONS)	62-83

RFP CHECKLIST

Failure by the bidder to submit with their RFP all of the items that are checked below may cause the Proposal to be considered non-responsive.

<u>Required with Receipt of RFP</u>	<u>Item</u>	<u>Read, Initialed and Submitted</u>
<u> X </u>	Official RFP Sheet (Exhibit A)	_____
<u> X </u>	Statement of Authority (Exhibit B)	_____
<u> X </u>	RFP Exceptions Form (Exhibit C)	_____
<u> X </u>	Statement of Corporate Ownership Pursuant to <u>N.J.S.A. 52:25-24.2</u> (Exhibit D)	_____
<u> X </u>	EEO/Affirmative Action Compliance Notice Pursuant to <u>N.J.S.A. 10:5-31 et seq.</u> and <u>N.J.A.C. 17:27</u> (Exhibit E)	_____
<u> X </u>	Certification Regarding Debarment (Exhibit G)	_____
<u> X </u>	Non Collusion Affidavit (Exhibit H)	_____
<u> X </u>	Acknowledgement of Receipt of Addenda Form Pursuant to <u>N.J.S.A. 40A:11-23.2.e.</u> (Exhibit I)	_____
<u> X </u>	Request for References Form (Exhibit J)	_____
<u> X </u>	Vendor Information Sheet (Exhibit K)	_____
<u> X </u>	Bidders Data Sheet and Questionnaire (Exhibit L)	_____
<u> X </u>	Living Wage Statement (Exhibit O)	_____

The items that are checked below shall be submitted no later than the time period indicated.

<u>Required Prior to Contract Award</u>	<u>Item</u>	<u>Read, Initialed Shall Submit</u>
<u> X </u>	New Jersey Business Registration Certificate (Due prior to Award)	_____
<u> X </u>	Disclosure of Investment Activities In Iran (Exhibit N)(Due prior to Award)	_____

X Certificate(s) of Insurance as specified _____
in the Bid Document (EXHIBIT M)

The items that are checked below are to be reviewed by the bidders.

<u>Review Required</u>	<u>Item</u>	<u>Read and Initialed</u>
<u> X </u>	Americans with Disabilities Act Language – (Exhibit F)	_____
<u> X </u>	Conflict of Interest Policy Pages 29-31	_____
<u> X </u>	General Instruction/Conditions Pages 32-46	_____
<u> X </u>	Technical Specifications Pages 47-54	_____
<u> X </u>	Attachments A, B, C & D Pages 55-83	_____

THE ITEMS AND/OR FORMS INDICATED ABOVE SHALL BE REVIEWED AND/OR SUBMITTED WITH YOUR RFP. THIS CHECKLIST IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. ALL REQUIRED DOCUMENTATION MAY NOT BE LISTED ABOVE AND IT SHALL BE THE RESPONSIBILITY OF THE BIDDER TO CAREFULLY REVIEW THE COMPLETE RFP PACKAGE, FAMILIARIZE THEMSELVES WITH THE REQUIREMENTS OF THIS RFP, AND TO SUBMIT WITH THEIR RFP ALL REQUIRED DOCUMENTATION.

SIGNATURE

The undersigned hereby acknowledges that they have submitted and/or reviewed the above listed requirements:

Name of Company: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

END OF RFP CHECKLIST

EXHIBIT A

OFFICIAL PROPOSAL DOCUMENT

TO THE CUMBERLAND COUNTY BOARD OF COUNTY COMMISSIONERS:

The undersigned declares that he/she has read the Notice, Instructions, Affidavits and Scope of Services attached, that he/she has determined the conditions affecting the proposal and agrees, if this proposal is accepted, to provide the materials and services described herein, and for the fee(s) submitted herein for the following:

NAME OF SERVICE: PROVIDING WORKSITE RECRUITMENT SERVICES FOR CUMBERLAND COUNTY DEPARTMENT OF WORKFORCE DEVELOPMENT; RFP # 22-23.

TOTAL DOLLAR AMOUNT REQUESTED	\$
--------------------------------------	-----------

Have you included with your proposal submission all of the items listed on the Proposal Checklist, Page 4 and 5? Yes ____ No ____ . If no, your proposal shall be rejected as non-responsive.

Have you included with your proposal submission all of the information and documentation listed and identified in the Technical Instructions, Section 8 commencing on Page 51? Yes ____ No ____ . If no, your proposal may be rejected as non-responsive.

Respondents having any questions regarding the correct method for providing information and documentation requested in this RFP shall contact David C. DeWoody, Purchasing Agent, at (856) 453-2132.

Name of Company: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

END OF OFFICIAL PROPOSAL DOCUMENT

EXHIBIT B

STATEMENT OF AUTHORITY

RFP SUBMITTED FOR:

COMPANY: _____

ADDRESS: _____

RFP SUBMITTED BY:

(Print Name of Company Officer)

SIGNATURE:

(Signature of Company Officer) ***

TITLE: _____ **DATE:** _____

TELEPHONE: _____ **EXTENSION:** _____

FACSIMILE: _____

EMAIL ADDRESS: _____

TAXPAYER IDENTIFICATION NUMBER: _____

***** The RFP must be signed by a Company Officer, who has the legal authority to bind the Company to a contract, in order to be accepted by the County as a valid RFP.**

EXHIBIT C

RFP EXCEPTIONS FORM

Exceptions, if any, to the RFP specifications, shall be noted and described below.

Please note that RFP received without any exceptions noted and described below shall be assumed to be in complete compliance with the RFP specifications.

Please note that failure by the bidder to note and describe below exceptions to the RFP specifications shall in no way provide relief to contractors supplying products or materials which do not meet the RFP specifications. Contractors supplying products or materials which are not noted and identified below shall be subject to legal action.

Do you have any exceptions to the specifications? Yes _____ No _____. If yes, note and describe below your exceptions.

EXCEPTION # 1: Describe here with specificity the exact nature of your Exception # 1:

Describe here with specificity how with Exception # 1 your RFP still meets the requirements of this specification: _____

EXCEPTION # 2: Describe here with specificity the exact nature of your Exception # 2:

Describe here with specificity how with Exception # 2 your RFP still meets the requirements of this specification: _____

EXCEPTION # 3: Describe here with specificity the exact nature of your Exception # 3:

Describe here with specificity how with Exception # 3 your RFP still meets the requirements of this specification: _____

EXCEPTION # 4: Describe here with specificity the exact nature of your Exception # 4:

Describe here with specificity how with Exception # 4 your RFP still meets the requirements of this specification: _____

**IF YOU HAVE MORE EXCEPTIONS, MAKE COPIES OF THIS
EXCEPTION FORM, COMPLETE THE FORMS AND ATTACH THEM TO THE FRONT OF YOUR
RFP SUBMISSION**

Form Completed by: _____
(Print Name)

(Signature)

Title: _____ Date: _____

EXHIBIT D
STATEMENT OF OWNERSHIP DISCLOSURE
 N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

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

Name of Organization: _____

Organization Address: _____

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

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**
- OR**
- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

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

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

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

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

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

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

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

Part IV CERTIFICATION

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

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

EXHIBIT E

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

1. Letter of Federal Affirmative Action Plan Approval
2. Certificate of Employee Information Report
3. Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

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

EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE

N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the County and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the County files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the County, prior to execution of the contract, one of the following documents:

Goods and General Service Vendors

1. 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 is to be provided by the vendor to the County and the Division. This approval letter is valid for one year from the date of issuance.

Do you have a federally-approved or sanctioned EEO/AA program? Yes No

If yes, please submit a photostatic copy of such approval.

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor shall provide a copy of the Certificate to the County 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. The period of validity of the Certificate is indicated on its face. Certificates shall be renewed prior to their expiration date in order to remain valid.

Do you have a State Certificate of Employee Information Report Approval? Yes No

If yes, please submit a photostatic copy of such approval.

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the County. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence shall be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website www.state.nj.us/treasury/contract_compliance.

The successful vendor(s) shall submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

EXHIBIT F

AMERICANS WITH DISABILITIES ACT MANDATORY LANGUAGE

Equal Opportunity for Individuals with Disabilities

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. s12101 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 thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

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

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

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

EXHIBIT G

**CERTIFICATION REGARDING THE DEBARMENT
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

I am _____ of the firm of _____,
(Your Title) (Name of your Organization)

(Address of your Organization)

CHOOSE ONE OF THE FOLLOWING

() A. I hereby certify on behalf of _____
(Name of your Organization)

that neither it nor its principals are included on the State Treasurer's and Economic Development Authority's or the Federal Government's List of Debarred, Suspended, or Disqualified Bidders as a result of action taken by any State or Federal Agency.

() B. I am unable to certify to any of the statements set forth in this certification. I have attached an explanation to this form.

Subscribed and sworn to
Before me this day of
_____ 20_____

(Signature)

(Signature of Notary Public)

(Typed or Printed Name and Title)

My Commission expires _____
(Month, Day, Year)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this certification, the contracting firm is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the contracting firm knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government and/or State Government, the County of Cumberland may pursue available remedies including suspension and/or debarment.
3. The contracting firm shall provide immediate written notice to the County of Cumberland if at any time it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the County for assistance in obtaining a copy of those regulations.
5. The contracting firm agrees by submitting this certification that, should the covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
6. The contracting firm further agrees by submitting this certification that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all subcontracts to this agreement as authorized by the County of Cumberland.

EXHIBIT H

NON-COLLUSION AFFIDAVIT

State of _____

ss:

County of _____

I, _____ residing _____
(Name of Affiant) (Name of Municipality)

in the County of _____ and the State of _____, of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm _____
(Title or Position) (Name of Firm)

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the County of Cumberland in the State of New Jersey relies upon the truth of the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.
(Name of Contractor)

(N.J.S.A. 52:34-15).

Subscribed and sworn to
Before me this day _____ 20_____

(Signature of Affiant)

(Signature of Notary Public)

(Typed or Printed Name of Affiant)

My Commission expires _____
(Month, Day, Year)

EXHIBIT I

COUNTY OF CUMBERLAND, NEW JERSEY

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda were issued:

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type Name of Authorized Individual)

Title: _____

Date: _____

EXHIBIT J

REQUEST FOR REFERENCE FORM

List three (3) public agencies (other than Cumberland County) presently or previously contracted to whom you provide or have provided the items and/or services as herein specified. Bidders should provide those references most closely aligned with the type of service/supply requested.

1. Name of Entity _____
Address _____
Contact Name _____
Daytime Telephone _____ Email _____

2. Name of Entity _____
Address _____
Contact Name _____
Daytime Telephone _____ Email _____

3. Name of Entity _____
Address _____
Contact Name _____
Daytime Telephone _____ Email _____

EXHIBIT K

VENDOR INFORMATION SHEET

In order to assure that all future correspondence is directed to the correct address, assure proper ordering, and to expedite future payments, the following information shall be provided with this RFP:

Name of Business: _____

Correspondence Address, including zip code:

Purchase Order Address, including zip code:

Payment Address, including zip code:

Telephone Number: _____

Facsimile Number: _____

EXHIBIT L

BIDDERS DATA SHEET AND QUESTIONNAIRE

Please provide the following information

How many years has your company been providing this service? _____

Has your company ever failed to complete any contract with regard to any of the services herein described?

Yes _____ No _____. If yes, provide details here: _____

Has your company ever had a contract terminated for non-performance? Yes _____ No _____. If yes, provide details here: _____

Has your company ever been involved in any litigation regarding the provision of the services described herein? Yes _____ No _____. If yes, provide details here: _____

Name and telephone numbers of personnel who can be contacted if problems or emergencies arise:

Name and telephone number of an individual who can be contacted at all times if service information is requested: _____

END OF BIDDERS DATA SHEET AND QUESTIONNAIRE

EXHIBIT M

1 GENERAL INSURANCE REQUIREMENTS

(Required on all Bids)

- 1.1 The Contractor(s) shall provide and pay for insurance coverage of such type and in such amounts as will completely protect the Contractor and the County, its elected officials, officers, agents, servants employees and assigns against any and all risks of loss (including costs of defense) or liability arising out of this contract.
- 1.2 The insurance should be furnished by insurance companies with and "A - (Excellent) VII" or better or better rating as published in the most recent editions of Best Insurance Key Rating and shall be authorized to conduct business in the State of New Jersey.
- 1.3 It is recognized that in some instances that insurance may be acceptable which is underwritten by an insurance company that is not reported in the BEST GUIDE, or the coverage is extended under a self-insured program. This insurance, or self-insurance, must be in conformity with the rules and regulations of the Commissioner of Insurance of the State of New Jersey. Any insurance or self-insurance of this type is subject to the review and acceptance by the County Risk Manager or the County Counsel. Furthermore written proof of acceptability by the Office of the Commissioner of Insurance may be necessary.
- 1.4 The Contractor(s) shall furnish the County with Certificates of Insurance, as shown under "B" Specific Coverage Requirements, policies for General Liability must be endorsed to include the County of Cumberland, its elected officials, officers, agents, servants, employees and assigns, as an Additional Insured, a copy of ISO Endorsements CG 20 10 is required along with the certificate. The Certificates of Insurance shall set out the types of coverage, the limits of liability and describe the operation by reference to this contract. All of the Contractors deductibles or retention's shall be the sole responsibility of the contractor, those in excess of \$10,000 are to be disclosed and are subject to approval by the County. If requested actual policy copies or incurred loss information may be required.
- 1.5 The policies and specified limits of coverage must be effective prior to the commencement of work and must remain in force until final acceptance of the work under the contract. Contracts that involve construction, installation, or maintenance repair must maintain completed operations insurance, endorsing the County as an additional insured for a term of two (2) years beginning on the date of the final acceptance. They also must include a copy of ISO Endorsement CG 20 37, or its equivalent.
- 1.6 The Contractor(s) shall obtain, and furnish to the County, certificates of insurance from their subcontractor(s) or sub subcontractor(s) showing policies in force with coverage and limits as described under these insurance requirements.
- 1.7 The Certificate of Insurance with a COPY OF THE ADDITIONAL INSURED ENDORSEMENTS, are to be signed by a person authorized by the insuring company(s) to bind coverage on its behalf. Neither approval by the County nor failure to disapprove Certificates of Insurance/ furnished by the Contractor shall release the Contractor from full responsibility for all liability including costs of defense. Insurance is required as a measure of protection and the Contractor's liability is not limited thereby.

1.8 The Certificates of Insurance must be submitted to the County and shall be subject to the review and approval of the County Counsel or Risk Manager.

1.9 If at any time during the term of this contract or any extension thereof, if any of the required policies of insurance should expire, change or be canceled, it will be the responsibility of the Contractor, prior to the expiration, change or cancellation, to furnish to the County a Certificate of Insurance indicating renewal or an acceptable replacement of the policy so that there will be no lapse in any coverage. In the event of interruption of any coverage for any reason, all payments and work under the contract shall cease and not be resumed until coverage has been restored and a current Certificate of Insurance received and approved.

1.10 Any policy of insurance that is written on a claims made basis shall, under the terms of this contract, be renewed or the coverage extended for a period of not less than three years and shall provide coverage for the period operations were performed by the contractor. Proof of such extension shall annually be presented to the Risk Manager for the County of Cumberland and indicate the retroactive date of coverage or indicate that all prior acts coverage is provided.

1.11 Insurance or Risk Funding maintained by the County shall be considered as Excess over Contractors Insurance. Insurance or Risk Funding Maintained by the County of Cumberland does not provide protection for Contractors liability.

1.12 Certificates of Insurance and Evidence of Property Forms shall show the Certificate Holder as follows:

COUNTY OF CUMBERLAND
ADMINISTRATION BUILDING
164 WEST BROAD STREET
BRIDGETON, NJ 08302
ATTN.: David C. DeWoody, Purchasing Agent

1.13 Certificates of Insurance not reading as above will not be acceptable and will delay contract signature and/or payment.

1.14 Questions regarding these insurance requirements may be directed to David C. DeWoody, Purchasing Agent at (856) 453-2132. Certificates for approval may be preliminarily submitted via fax to (856) 451-0967.

2 The following items are the minimum mandatory types of insurance coverage to be carried under the requirements as provided herein, **CONTRACTORS INSURANCE REQUIREMENTS:**

2.1 Workers Compensation insurance or its equivalent in accordance with the statutes of the State of New Jersey and Employer's Liability insurance with minimum limits of:

2.1.1 \$1,000,000 each accident for bodily injury by accident

2.1.2 \$1,000,000 each employee for bodily injury by disease; and

2.1.3 \$1,000,000 policy limit for bodily injury by disease

2.2 General Liability in a comprehensive form, with minimum limits as follows:

- 2.2.1** Each Occurrence \$1,000,000
- 2.2.2** Personal & Adv. Injury \$1,000,000
- 2.2.3** General Aggregate \$2,000,000
- 2.2.4** Products-Completed Operations Aggregate \$2,000,000

2.3 Motor Vehicle Liability Insurance in a comprehensive form with minimum limits of \$1,000,000 CSL

- 2.3.1** Owned Vehicles
- 2.3.2** Hired/Leased Vehicles
- 2.3.3** Non-Owned Vehicles

3 SPECIFIC COVERAGE REQUIREMENTS

3.1 PROFESSIONAL LIABILITY (Required for this Bid: Yes _____ No X)

During the life of this contract the Contractor shall procure and maintain Professional Liability Insurance with limits of liability not less than \$1,000,000 per claim/\$1,000,000 annual aggregate. This insurance shall provide coverage for wrongful acts the contractor is responsible for rendering or failing to render professional services. If coverage is on "claims made" basis, Contractor must maintain comparable coverage and limits for a minimum of four (4) years following the expiration date of said contract.

3.2 POLLUTION LIABILITY INSURANCE (Required for this Bid: Yes _____ No X)

During the life of this contract the Contractor shall procure and maintain Pollution Liability Insurance with limits of liability not less than \$1,000,000 or \$5,000,000 per pollution incident / \$3,000,000 or \$10,000,000 annual aggregate. This insurance shall provide coverage pollution incidents that cause bodily injury, including death; loss or damage to property, including loss of use of damaged property or of property that has not been physically injured; cleanup and monitoring costs; and costs and expenses incurred in the investigation, defense, or settlement of claims. If coverage is on "claims made" basis, Contractor must maintain comparable coverage and limits for a minimum of four (4) years following the expiration date of said contract.

EXHIBIT N

**STATE OF NEW JERSEY DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Bid/RFP Number _____ Bidder/Offeror: _____

**PART 1: CERTIFICATION. BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is identified on the Department of the Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c.25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification of its behalf.

OR

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

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the section below. Add additional sheets if necessary to report additional activities.

Name of Entity: _____ Relationship to Bidder: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder/Offeror Contact Name: _____ Contact Phone: _____

(EXHIBIT N Continued)

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the County of Cumberland is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the County to notify the County in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the County of Cumberland and that the County at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name: _____ Signature: _____

Title: _____ Date: _____

EXHIBIT O

**LIVING WAGE STATEMENT OF
EMPLOYEE WAGES AND BENEFITS**

Bidders shall complete this statement and return it with their bid submission. Failure by the bidder to complete and return this statement with their bid submission may be cause for their bid to be rejected as non-responsive.

The successful contractor shall comply with the requirements of Resolution 2019-140 passed and adopted at a regular meeting of the Cumberland County Board of County Commissions on Tuesday, February 26, 2019, with respect to Minimum Hourly Pay and Benefits for Employees of Private Contractors Awarded Contracts for the Supply of Service to the County of Cumberland.

Will all employees assigned to perform work pursuant to this contract be paid an hourly rate of compensation not less than the current Federal or State of NJ Minimum Wage whichever is higher? Yes _____ No _____.

Will all employees assigned to perform work pursuant to this contract be covered by an approved health and hospital insurance plan licensed by the New Jersey Department of Banking and Insurance? Yes _____ No _____. If no, will your firm pay said employees at least \$2.50 per hour towards the provision of said healthcare benefits? Yes _____ No _____.

Will all employees assigned to perform work pursuant to this contract be covered by an approved pension plan licensed by the New Jersey Department of Banking and Insurance? Yes _____ No _____. If no, will your firm pay said employees a minimum of an additional five percent (5.0 %) per hour of their hourly wage? Yes _____ No _____.

To be in compliance with NJ Law, (N.J.S.A. 34:11D-1 et seq.), Employers effective 10/29/18 must provide for full-time, part-time, and temporary employees to accrue 1 hour of earned sick leave for every 30 hours worked, up to 40 hours each year.

Name of Company: _____

Printed Name: _____

Signature: _____ Date: _____

CONFLICT OF INTEREST POLICY
EXHIBIT P

I. Purpose

The purpose of this policy is to establish conflicts of interest guidelines that meet or exceed the requirements under state law and local policy when procuring goods, services, and construction or repair projects, inclusive of those paid for in part or whole by federal funds required under 2 C.F.R. § 200.318(c)(1).

II. Policy

This policy applies when procuring **all** goods, services, construction or repair projects, and any other form of contract, inclusive of those funded in part or whole with federal financial assistance (direct or reimbursed). This policy also applies to any subrecipient of the funds.

The employee responsible for managing any federal, state, or other financial assistance awards shall review the notice of award to identify any additional conflicts of interest prohibitions or requirements associated with the award, and shall notify all employees, officers, and agents, including subrecipients, of the requirements of this policy and any additional prohibitions or requirements.

A. Conflicts of Interest. No officer, employee, or agent of the County of Cumberland may participate directly or indirectly in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest. A real or apparent conflict exists when any of the following parties has a financial or other benefiting interest in or receives a tangible personal benefit from a firm considered for award of a contract:

1. the employee, officer, or agent involved in the selection, award, or administration of a contract;
2. any member of his or her immediate family;
3. his or her partner; or
4. an organization which employs or is about to employ any of these parties.

Any officer, employee, or agent with an actual, apparent, or potential conflict of interest as defined in this policy shall report the conflict to his or her immediate supervisor. Any such conflict shall be disclosed in writing to the federal, state, or other awarding agency or pass-through entity in accordance with applicable awarding agency policy.

Additionally, pursuant to the New Jersey Local Government Ethics Law (N.J.S.A. 40A:9-22.1 et seq.) the following shall be required:

1. No local government officer, employee, or member of their immediate family shall engage in activity that is in substantial conflict with the proper discharge of their duties in the public interest.

2. No independent local authority shall, for a period of one year next subsequent to the termination of office of a member of that authority:
 - a. Award a contract which is not publicly bid to a former member (or any organization they hold a benefitting interest in) of that authority.
 - b. Allow a former member (or any organization they hold a benefitting interest in) of that authority to represent, appear for, or negotiate on behalf of any other party before that authority.
 - c. Employ for compensation, except pursuant to open competitive examination in accordance with Title 11A of the New Jersey Statutes and the rules and regulations promulgated pursuant thereto, any former member of that authority.
3. No local government officer or employee shall use or attempt to use their official position to secure unwarranted privileges or advantages for themselves or others.
4. No local government officer or employee shall act in their official capacity in any matter where they, a member of their immediate family, or a business organization in which they have an interest, have a direct or indirect financial or personal involvement that might reasonably be expected to impair their objectivity or independence of judgment.
5. No local government officer or employee shall undertake any employment or service, whether compensated or not, which might reasonably be expected to prejudice their independence of judgment in the exercise of their official duties.
6. No local government officer, employee, or member of their immediate family shall solicit political contributions to the extent that if given there would be an influence (directly or indirectly) to the discharge of their official duties. This provision shall not apply to the solicitation or acceptance of contributions to the campaign of an announced candidate for elective public office, if the local government officer has no knowledge or reason to believe that the campaign contribution, if accepted, was given with the intent to influence the local government officer in the discharge of their official duties.
7. No local government officer or employee shall use, or allow to be used, their public office or employment, or any information, not generally available to the members of the public, which they receive or acquire in the course of and by reason of their office or employment, for the purpose of securing financial gain for themselves, any member of their immediate family, or any business organization with which they are associated.
8. No local government officer or employee or business organization in which they have an interest shall represent any person or party other than the local government in connection with any cause, proceeding, application or other matter pending before any agency in the local government in which they serve. This provision shall not be deemed to prohibit one local government employee from representing another local government employee where the local government agency is the employer and the representation is within the context of official labor union or similar representational responsibilities.

B. Gifts. Officers, employees, members of their immediate family or business organization in which they have an interest, and agents of the County of Cumberland are prohibited from accepting or soliciting gifts, gratuities, favors, loans, services, promises of future employment, or anything of monetary value from contractors, suppliers, or parties to subcontracts. Items of nominal value valued at less than \$25.00 which fall into one of the following categories may be accepted:

1. promotional items;
2. honorariums for participation in meetings; or
3. meals furnished at banquets.

Any officer, employee or agent who knowingly accepts an item of nominal value allowed under this policy, directly or through their immediate family or business organization in which they have an interest, shall report the item to his or her immediate supervisor.

III. Violation

Employees violating this policy will be subject to discipline up to and including termination in accordance with County policies, as may be changed from time to time. Contractors violating this policy will result in termination of the contract and may not be eligible for future contract awards. Local Government Officers and Employees will be subject to disciplinary actions and penalties in accordance with the New Jersey Local Government Ethics Law.

END OF EXHIBITS

**COUNTY OF CUMBERLAND, NEW JERSEY GENERAL
INSTRUCTIONS AND CONDITIONS**

1. RFP SUBMISSION

RFPs shall be submitted on the RFP Form supplied herewith and all pages of this RFP Package, including the necessary forms to be signed, must be returned with the RFP. Failure to do so may be cause for rejection of the RFP. RFPs shall be returned in sealed envelopes addressed to:

Finance Department, Budget Division
Office of the Purchasing Agent
Cumberland County Administration Building
164 West Broad Street
Bridgeton, New Jersey 08302

It shall be the responsibility of the respondent to insure that their **complete RFP** submission is delivered to the location and at the date and time listed herein. The County accepts no responsibility for RFPs that are not delivered to the location and/or at the date and time listed herein.

The envelope shall be prominently marked:

**COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL FOR PROVIDING
WORKSITE RECRUITMENT SERVICES FOR CUMBERLAND COUNTY DEPARTMENT OF
WORKFORCE DEVELOPMENT; RFP # 22-23.**

The County accepts no liability for RFPs opened or unopened in error due to the absence of such prominent notation.

**2. NOTIFICATION OF CONFIDENTIAL, PROPRIETARY OR TRADE SECRETS
INFORMATION**

The bidder or responding party shall designate what information contained in their response to the RFP or bid is deemed to be confidential, proprietary, or constitutes trade secrets or other sensitive information which the bidder or responding party does not want disclosed. If a request is made for information contained in the bid and no designation of confidential, proprietary, or trade secret information is given to the County the County will release such information under the Open Public Records Act, N.J.S.A. 47:1A-1, et seq. to a party who makes an OPRA request.

3. RFP CHECKLIST

The items and/or forms required herein shall be reviewed and submitted with your RFP. Every effort is made to ensure this checklist is fully complete in scope and is provided for informational purposes as all required documentation may not be listed therein. It shall be the responsibility of the bidder to carefully review and familiarize themselves with the complete RFP package and provide those documents that are required.

4. OFFICIAL RFP SHEET

(Required on all RFPs)

Bidders are hereby strongly cautioned against changing, altering or modifying the format of the Official RFP Sheet. All requested information shall be provided in the format established therein. Bidders who change, alter or modify the Official RFP Sheet may have their RFP rejected as non-responsive.

5. **STATEMENT OF AUTHORITY**

(Required on all RFPs)

The form **must** be signed by a Company Officer and submitted with the bid, in order to be accepted by the County as a valid bid. A Company Officer shall be considered to be an individual that has an ownership interest in the Company with the ability to legally bind and execute a contract on behalf of the Company. In the event that this contract is to be executed by someone that does **not** have an ownership interest, the bidder shall provide a certified copy of a corporate resolution authorizing that such other officer(s) are designated with the ability to bind the company through contract.

6. **RFP EXCEPTIONS FORM**

(Required on all RFPs)

Exceptions, if any, to the RFP specifications, shall be noted and described in the exhibit provided herein. Note that RFPs received without any exceptions noted and described below shall be assumed to be in complete compliance with the RFP specifications.

7. **STATEMENT OF CORPORATE OWNERSHIP**

(Required on all RFPs)

No corporation or partnership may be awarded a contract for the performance of work or the furnishing of materials or supplies, unless it lists with its RFP, or prior thereto, the names and addresses of all stockholders who own ten (10) percent or more of its stock of any class, or all individual partners who own a ten (10) percent or greater interest therein (N.J.S.A. 52:25-24.2, P.L. 1977, Chapter 33, as amended by P.L. 2016, Chapter 43).

Please be advised that, for the purposes of completing this form, all “stockholders” and “individual partners” shall be considered to be: individual persons, partnerships, limited partnerships, limited liability partnerships, limited liability companies, sub-chapter S-corporations, C-corporations, statutory trusts, business trusts or associations, real estate investment trusts, common-law trusts, national associations, or any other unincorporated business, whether organized under the laws of this State or under the laws of any other state or territory of the United States or the District of Columbia, the United States or any foreign country or other foreign jurisdiction pursuant to N.J.S.A. 52:25-24.2.

The disclosure of all beneficial owners who own ten (10) percent or more of any entity shall be continued in Part II, Part III, and on additional sheets (if applicable), until all natural persons are identified, or it is otherwise disclosed that there is no further breakdown of beneficial owners greater than or equal to ten (10) percent.

8. **EEO/AFFIRMATIVE ACTION REQUIREMENTS**

(Required on all RFPs)

Goods, Professional Services and General Service Contracts.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 and complete the exhibit as provided herein.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Failure by the bidder to execute, complete and include with their RFP submission the EEO/Affirmative Action Compliance Notice on the exhibit may cause their RFP to be rejected as non-responsive.

9. EQUAL PAY ACT REQUIREMENT

Vendors are required to adhere to the Diane B. Allen Equal Pay Act, N.J.S.A. 34:11-56.13, an amendment to the New Jersey Law Against Discrimination N.J.S.A. 10:5-1, et seq. The law became effective July 1, 2018.

10. AMERICANS WITH DISABILITIES ACT LANGUAGE

(Required on all RFPs)

As provided herein, and as provided in the RFP checklist, the CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. s12101 et seq.) are affirmed as a condition of this RFP and subsequent contract as appropriate.

11. CERTIFICATION REGARDING DEBARMENT

(Required on all RFPs)

By signing and submitting this exhibit the contractor affirms certification of compliance with the conditions as provided in the exhibit and instructions.

12. NON-COLLUSION AFFIDAVIT

(Required on all RFPs)

By signing and submitting this exhibit the contractor affirms certification of compliance with the conditions as provided in the exhibit and instructions.

13. ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

(Required on all RFPs)

Bidder is required to enter each addendum, date issued, and initial receipt of same or signify that no

addenda were issued as indicated on the exhibit.

14. REQUEST FOR REFERENCES FORM

(Required for this RFP: Yes X No)

Bidders shall complete and include with their RFP submission the Request for Reference as provided in the exhibit. Bidders should provide those references most closely aligned with the type of service/supply requested and like governmental agency.

15. VENDOR INFORMATION SHEET

(Required on all RFPs)

In order to assure that all future correspondence is directed to the correct address, assure proper ordering, and to expedite future payments vendors are required to complete this exhibit.

16. BIDDERS DATA SHEET AND QUESTIONNAIRE

(Required for this RFP: Yes X No)

Bidders shall complete and include with their RFP submission the questionnaire as provided in the exhibit.

17. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

(Required on all RFPs)

Pursuant to N.J.S.A. 52:32-44, County of Cumberland (“Contracting Agency”) is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

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

During the course of contract performance:

- (1) 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.
- (2) The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.

- (3) 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-1et 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.us/treasury/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.

Sample

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 232 TRENTON, NJ 08646-0232
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT	TRADE NAME: CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#: 970-097-3821500	SEQUENCE NUMBER: D107500	
ADDRESS: 847 ROEBLING AVE TRENTON NJ 08611	ISSUANCE DATE: 07/14/04	
EFFECTIVE DATE: 01/01/03		
FORM-BRC(09-01)		

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
	20041014112823533

18. CONTRACTORS INSURANCE REQUIREMENTS

The County of Cumberland requirements and types of insurance coverage(s) to be carried by the vendor are provided in Exhibit M. Documentation must be provided with executed contract documents.

19. **DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

(Required on all Bids)

Pursuant to N.J.S.A. 52:32-58, the bidder must utilize this Disclosure of Investment Activities in Iran form to certify that neither the bidder, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the bidder, nor one of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the bidder is unable to so certify, the bidder shall provide a detailed and precise description of such activities as directed on the form. A bidder's failure to submit the completed and signed form prior to award will result in the rejection of the proposal as nonresponsive and preclude the award of a contract to said bidder.

20. **LIVING WAGE STATEMENT**

(Required for this Bid: Yes No)

The successful contractor shall comply with the requirements of Resolution 2019-140 passed and adopted at a regular meeting of the Cumberland County Board of County Commissioners on Tuesday, February 26, 2019.

Minimum Hourly Pay and Benefits for Certain Employees of Private Contractors Awarded Contracts for the Supply of Service to the County of Cumberland:

A. All employees assigned to work performed pursuant to contracts awarded on behalf of the County of Cumberland shall be paid at an hourly rate of compensation not less current Federal or State of NJ Minimum Wage whichever is higher.

B. All employees assigned to work performed pursuant to contracts awarded on behalf of the County of Cumberland shall be covered by an approved health and hospital insurance plan licensed by the New Jersey Department of Banking and Insurance, and an approved pension plan.

C. In lieu of providing health and hospital insurance coverage to its employees, the contractor shall pay to its employees at least \$2.50 per hour towards the provision of healthcare benefits for employees. This health benefits supplement shall be raised in proportion to the annual increase, if any, in the Consumer Price Index for all urban consumers for the Philadelphia, PA-NJ PMSA for medical care over the preceding year.

D. In lieu of providing an approved pension plan to its employees, the contractor shall pay to its employees a minimum of an additional five (5.0%) percent per hour of their hourly wage.

E. To be in compliance with NJ Law, (N.J.S.A. 34:11D-1 et seq.), Employers effective 10/29/18 must provide for full-time, part-time, and temporary employees to accrue 1 hour of earned sick leave for every 30 hours worked, up to 40 hours each year.

F. A statement of employee wages and benefits must be completed and submitted as a material requirement of the bid in order for the bid to be accepted. This statement shall include a listing of

the lowest hourly wage paid to your workers. You shall also, indicate whether or not you will provide health insurance and pension benefits.

G. The County of Cumberland may refuse to award a contract to a person or entity submitting a bid if that person or entity has filed or submitted false information, or failed to file or submit the information required by these regulations. Upon the award of a contract on a bid the County of Cumberland may require further proof of compliance with the standards set forth in these regulations. Upon request, the contractor shall make all relevant records available to the County or its designee.

H. Failure to provide the aforesaid information shall constitute a violation resulting in the withholding of funds due to the contractor until such time as the information is provided. Submission of inaccurate, false, misleading or fraudulent information shall also constitute a violation of the ordinance and result in the withholding of funds due to the contractor and disqualification from consideration for future contracts.

I. These regulations shall not be construed as preventing any employer from providing rates of pay or benefits which are higher than those required by these regulations, diminishing the responsibilities of a public body or an employer under the provisions of any other law, or impairing any provision of an existing collective bargaining agreement.

J. These regulations shall not apply to construction contracts that are subject to any prevailing wage laws or regulations, contracts for the provision of goods only, contracts awarded to work-study or cooperative educational programs, or contracts awarded for youth or job training programs.

21. RESERVATIONS

The Board of County Commissioners reserves the right to reject any and all RFPs and to waive minor discrepancies therein. The Board of County Commissioners also reserves the right to split RFPs, award individual items, or to award groups of items and categories of items.

22. TIME FOR MAKING AWARDS

The County of Cumberland will award contracts or rejects all RFPs within sixty (60) days. Exceptions to this schedule shall be in accordance with N.J.S.A. 40A:11-24, which provides that bidders, at the request of the contracting unit, may agree to have their RFPs held for consideration for a longer period.

23. INDEMNIFICATION

Bidders shall agree, if awarded a contract, that they will indemnify and save harmless the County from all suits and actions of every nature and description against it, (including reasonable attorney's fees) arising out of or related to the contract, or contracts, written or verbal, entered into between the County and the successful bidder(s), and further that upon the awarding of the contract in accordance with these specifications, this indemnification agreement shall automatically become effective with respect to any work performed by the contractor.

24. PRICES

Carelessness in quoting prices or in preparation of the RFP otherwise shall not relieve the bidder. RFP 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 of Cumberland. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the contractor's convenience.

The vendor shall guarantee any or all materials and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the vendor. In the case of rejected materials, the vendor shall be responsible for return freight charges.

All discounts shall be deducted except the discount for prompt payment of an invoice, if offered.

25. TAXES

The County is exempt from all Federal and State Taxes.

26. QUESTIONS

Questions concerning this RFP shall be directed in writing to the Cumberland County Purchasing Department, Attention: David C. DeWoody, Purchasing Agent, either by facsimile at (856) 451-0967 or by email at davidde@co.cumberland.nj.us and cc: jeffri@co.cumberland.nj.us and gwensc@co.cumberland.nj.us. Questions are due by **12:00 p.m. (noon) (Eastern Time) on Monday, May 23, 2022**. Questions submitted after this date and time shall not be considered or answered.

27. IN THE EVENT OF COUNTY OFFICES CLOSING PER N.J.A.C. 5:34-9.3

Publicly announced receipt of bids or competitive contracting proposals shall be considered postponed when an unforeseen circumstance occurs that would affect or prohibit the opening of bids or proposals. The opening of the bids or proposals must occur within five days, excluding Saturdays, Sundays, and holidays, of the original date of the receipt of bids or proposals. The following procedures shall be used in the event a contracting unit must postpone the receipt of publicly advertised bids or competitive contracting proposals:

1. As soon as practicable, all vendors who have either submitted bids or proposals, or received specifications or request for proposals, shall be notified by telephone, fax, or email that the receipt thereof has been postponed and the reason therefore. The County of Cumberland will post a notice on its official website.
2. If possible, on the day and time originally scheduled for receipt of bids or proposals, a notice shall be posted at the place where bids were to have been received, stating that the receipt of bids or proposals has been postponed. The notice will be publically displayed at the entrance to the building of the designated bid opening.
3. In the event of a postponement, no bids or proposals shall be opened.

28. QUANTITIES OF ESTIMATE

Estimated quantities of work to be done shown in any section of this RFP, including Proposal Cost Form, are given for use in comparing proposals. The owner especially reserves the right (except as herein otherwise specifically limited) to increase or diminish the quantities as may be deemed reasonably necessary or desirable by owner to complete work detailed by the contract. Such increase or diminution shall in no way violate this contract, nor shall any such increase or diminution give cause for claims or

liability for damages.

29. ITEMS BID

No bidder will be allowed to offer more than one price on each item even though he may feel that he has two (2) or more types/products that will meet the specifications. Bidders must determine for themselves which type/product to offer. If said bidder should submit more than one price on any item, all prices for the item shall be rejected.

If the amount shown in words and its equivalent in words do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.

In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error in the summation of the extended totals, the computation by the County of Cumberland of the extended totals shall govern.

30. MULTIPLE PROPOSALS

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

31. ASSIGNMENT

The successful bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or any part thereof to anyone without written consent of the County.

32. FAILURE TO ENTER CONTRACT

Should the respondent, to whom the contract is awarded, fail to enter into a contract within ten (10) days, Sundays and holidays excepted, the owner may then, at its option, accept the proposal of another respondent.

33. DIFFERENCES

The County may, after RFPs are opened, request from any vendor, clarification of any statement or information contained in their RFP. Should any differences arise between the contracting parties as to the meaning or intent of these Instructions or Specifications, the County Purchasing Agent or his designated representative's decision shall be final and conclusive.

34. ADDITIONAL CLAIMS

The successful bidder agrees that he will make no claim for additional payment or any other concession because of any misinterpretation or misunderstanding of the contract on his part, or of any failure to fully acquaint himself with any conditions related to the contract.

35. ORAL INSTRUCTIONS

Each and every request for interpretation of these specifications shall be made in writing, addressed and forwarded to the Cumberland County Purchasing Agent, who may send written instructions to the

bidders in the form of addenda.

Written questions and requests for interpretation of these specifications may also be faxed to the Purchasing Department at (856) 451-0967.

If addenda are issued, bidders shall acknowledge receipt of such on the form provided within this RFP document, entitled "Acknowledgment of Receipt of Addenda, EXHIBIT I", and must return this form with their RFP submission.

Neither the County of Cumberland nor their authorized representatives will be responsible in any way for oral answers unconfirmed in writing to any inquiries regarding the intent or meaning of these specifications.

36. STANDARD CONTRACT

The successful bidder will be required to sign and execute the County's standard contract. This contract, along with other documents required for the award of contract, must be executed by the successful bidder and returned to the Cumberland County Purchasing Department within ten (10) days after receipt by the successful bidder. Should the bidder to whom the contract is awarded fail to enter into an agreement with the County for the reasons stated herein, and within the time limitations stated herein, the County may then, at its option, accept the RFP of the next lowest responsible bidder. A copy of this contract is available for your review in the Cumberland County Purchasing Department.

37. NEW JERSEY LAWS

These specifications, instructions to bidders, and all accompanying documents, the RFP and contract(s) awarded to the successful bidder(s) shall be construed in accordance with the laws of the State of New Jersey.

Any contract entered into between the contractor and the owner must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law.

38. BRAND NAMES

Brand names or descriptions used in this specification are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged, unless otherwise specified in the technical specifications.

Where a brand name, trade name, or other reference using a manufacturer's name or terms appears, it is intended to be a guide referring to a specific quality, grade, style, or size. A product of equal quality will be considered, but must be designated in accordance with the conditions specified in Section 6, Exceptions to Specifications, unless otherwise specified in the technical specifications.

For the purpose of evaluation, where an equivalent product is being bid, the bidder must indicate, no matter how slight, any variations from the items specified. If no variations are noted it will be construed that the RFP fully conforms to the specifications in every instance. The decision by the Cumberland County Purchasing Agent for the County of Cumberland as to whether an RFP alternative or substitute is in fact equal, shall be final and without recourse.

RFP proposals shall be submitted based upon the written specification and any legal addenda thereto contained in this specification, and such written specifications and legal addenda shall be considered as the minimum requirements. Failure to meet these minimum requirements shall be grounds for rejection of the vendor's RFP.

39. TIE BIDS

The County reserves the right to award at their discretion to any one of the tie bidders all factors considered.

40. MAILED RFPs

RFPs may be hand delivered or mailed as per legal notice to bidders. In the case of mailed RFPs, the County assumes no responsibility for RFPs received after the designated date and time. Late RFPs will not be considered.

41. FACSIMILE RFPs

Be advised that facsimile transmissions of any of the required RFP documents will not be acceptable and your RFP will be declared non-responsive.

42. WITHDRAWAL OF RFPs

A written request for the withdrawal of a RFP will be granted if received by the County Purchasing Agent before any RFP has been opened. A RFP cannot be withdrawn after the time set for receiving the RFPs except by written consent of both parties.

43. NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

All direct use containers shall bear a label indicating the chemical name(s) and Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances which are among the five most predominant substances in the container, or their trade secret registry number(s). (N.J.A.C. 8:59-5) or adhere to the requirements of The Globally Harmonized System of Classification and Labeling of Chemicals (GHS) and the U.S. Occupational Safety and Health Administration (OSHA) Hazard Communication Standard (HCS) as outlined in the **Federal Register / Vol. 77, No. 58/ Monday, March 26, 2012 / Rules and Regulations as adopted in final rule by DEPARTMENT OF LABOR, Occupational Safety and Health Administration, 29 CFR Parts 1910, 1915, and 1926, [Docket No. OSHA-H022K-2006-0062, (formerly Docket No. H022K)], RIN 1218-AC20, Hazard Communication.**

44. TERMINATION FOR DEFAULT

The contractor's right to perform this contract may be terminated by the County in the event services are not performed as called for in the contract. Thereafter, the County may have the service performed by others and the Contractor shall be liable for all costs to the County in excess of the contract price for the remaining portion of the contract.

45. TERMINATION FOR CONVENIENCE

If the County elects to terminate this contract, written notice will be given at least thirty (30) days in advance of the effective date. The contractor will be paid for all labor and material provided as of the termination date. No consideration will be given for the loss of anticipated revenue on the canceled portion of the contract.

46. CANCELLATION FOR UNAPPROPRIATED FUNDS OR LACK OF CERTIFIED FUNDS

The obligation of the County of Cumberland for payment to the vendor under terms of this or successor contracts is limited to the availability of funds appropriated in the current fiscal period. Continuation of the contract into a subsequent fiscal period is subject to appropriation of funds by the Cumberland County Board of County Commissioners. This contract is also limited to the amount of certified available funding specified in the resolution awarding the work or contract to the successful bidder unless that amount is increased by the Board of County Commissioners as may be required from time to time. The contractor is not authorized to exceed that amount unless authorized by the Board of County Commissioners.

47. N.J. P.L. 2005, C.271 REQUIREMENTS

The bidder/contractor is hereby advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c. 271, s.3) if the contractor receives contracts in excess of \$50,000.00 from public entities in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at (888) 313-3532 or at www.elec.state.nj.us.

48. SPECIFICATION CHALLENGE

Any prospective bidder who wishes to challenge a RFP specification shall file such challenge in writing with the Cumberland County Director of Purchasing no less than three (3) business days prior to the opening of the RFPs. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract; N.J.S.A. 40A: 11-13 (e).

49. COST LIABILITY AND ADDITIONAL COSTS

The owner assumes no responsibility and liability for costs incurred by the respondents prior to the issuance of an agreement. The liability of the owner shall be limited to the terms and conditions of the contract. Respondents will assume responsibility for all costs not stated in their proposals. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the owner, are not to be billed and will not be paid.

50. OWNERSHIP OF MATERIAL

The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner 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 owner 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 owner, be

disclosed to others or 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 owner. 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 the prior written consent of the owner. All information supplied to the owner may be required to be supplied in digital media compatible with the owner's computer operating system.

51. PAYMENTS

Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed and the fee(s) submitted in the Proposal Document.

The County may withhold all payments, or any portion thereof, should verification/clarification become necessary on any invoice and or condition of contract. Contractors, if applicable, shall be required to sign a County voucher for payment.

The County shall not be obligated to pay any fees for late submission of payments.

52. PROMPT PAYMENT ACT

Contracts consisting of quotes, Purchase Orders, and bids, for the improvement of real property and related design professional contracts are subject to the prompt payment provisions of C. 2A: 30A-1, et seq., as amended (P.L. 2006, c. 96).

53. RETAINAGE

With respect to any contract entered into by a contracting unit, the total price of which exceeds \$100,000.00, pursuant to N.J.S.A. 40A:11-16.2 (section 1 of P.L. 1979, c. 464) the County shall withhold 2% of the amount due on each partial payment pending completion of the contract.

54. CONTRACT RECORDS

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

55. RESUBMISSIONS

In the case of Resubmissions for Bids or RFP's, bidders are cautioned to use and submit only documents of the current active bid. Prior bid documents, (original or any prior resubmission), are invalid as those opportunities no longer legally exist. Submission of any forms or documents from a prior bid or resubmission shall be reason to find your bid for the current opportunity non-responsive.

56. LICENSING

If the successful proposer or any of its subcontractors is required to maintain a license in order to perform the services which are the subject of this contract, then prior to the effective date of the contract, and as a condition precedent to it taking effect, the successful proposer shall provide to the County a copy of all such applicable current licenses to operate in the State of New Jersey. Applicable licenses shall be current and in good standing and shall not be subject to any current action to revoke or suspend.

Successful proposer shall notify the County immediately in the event of suspension, revocation or any change in status, or in the event of initiation of any action in status, of license or certification held by the successful proposer or its agents and/or subcontractors. The successful proposer shall during the term of the awarded contract, provide the County with proof of renewal of any license for any of the proposer's employees, which renewals occur during the term of the contract.

57. CONFLICT OF INTEREST STATEMENT

(Required on all Submissions)

In accordance with 2 C.F.R. § 200.318(c)(1) and N.J.S.A. 40A:9-22.1 et seq. ("Local Government Ethics Law"), the County has adopted a Conflict of Interest Policy that identifies and prohibits instances where conflicts could occur. As such, any County officer, employee, or agent is restricted from participating directly or indirectly in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest. All conflicts identified for these County representatives are required to be disclosed in writing to federal, state, or other awarding agency (or pass-through entity) as well as to the individual's supervisor.

Please be advised that any firm submitting a bid, proposal, quotation, etc. is expected and required to abide by the same policy and standards. A real or apparent conflict exists when any of the following parties has a financial, or other benefitting interest in, or receives a tangible personal benefit from a firm considered for an award of a contract:

1. An employee, officer, or agent involved in the selection, award, or administration of a contract;
2. Any member of his or her immediate family;
3. His or her partner; or
An organization which employs or is about to employ any of these parties (including former employees, elected, or appointed members of the County for a period of one year prior).

For this reason, should a firm submitting a bid, proposal, quotation, etc. reasonably suspect that a conflict may exist, they should disclose such conflicts in detail as an attachment to their submission. Any contractors found to violate this policy shall have their contract(s) terminated and may not be eligible for future contract awards for as long as the conflict of interest continues and/or for a duration set forth in N.J.S.A. 40A:11-1 et seq.

58. SOURCE OF SPECIFICATIONS/BID PACKAGES

Official Cumberland County specifications/bid packages for goods and services are available at no cost at <http://cumberlandprocure.org>. Notices for construction bids/projects are issued on this site; there may be a charge for construction bid specification packages and drawings. All clarifications and addenda are posted on this site.

Potential bidders are hereby cautioned that they are bidding at their own risk and that the specifications/bid packages may or may not be complete if the specifications/bid packages were provided by a third party supplier.

The County shall not be responsible for third party supplied specifications/bid packages.

**COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL FOR PROVIDING WORKSITE
RECRUITMENT SERVICES FOR CUMBERLAND COUNTY DEPARTMENT OF WORKFORCE
DEVELOPMENT**

1. INTRODUCTION

This contract is to provide Worksite Recruitment Services for Cumberland County Department Workforce Development.

2. ADMINISTRATIVE CONDITIONS AND REQUIREMENTS

The following items express the administrative conditions and requirements of this RFP. Together with the other RFP sections, they will apply to the RFP process, the subsequent contract, and project production. Any proposed change, modification, or exception to these conditions and requirements may be the basis for the County of Cumberland, hereinafter referred to as owners, to determine the proposal as non-responsive to the RFP and will be a factor in the determination of an award of a contract. The contents of the proposal of the successful respondent, as accepted by the owner, will become part of any contract awarded as a result of this RFP.

The terms; Request for Proposal, RFP, Proposal, Bid Bidder are all interchangeable within this document and are to be construed as the information for a respondent to prepare themselves to provide a response to the County.

3. SCHEDULE

The dates established for the procurement are:

Release of RFP	Monday, May 2, 2022
Pre-Proposal Meeting	Thursday, May 12, 2022; 2:00 PM
Questions Due Date	Monday, May 23, 2022; 12:00 PM (noon)
Proposal Due Date	Wednesday, June 8, 2022; 2:30 PM
Governing Body Action	June 28, 2022
Contract Commencement	July 1, 2022

3.1 PRE-BID CONFERENCE

A Non-Mandatory Pre-Bid Conference will be held at the Administration Building, 164 West Broad Street, Bridgeton, New Jersey 08332 on **Thursday, May 12, 2022 at 2:00 PM** (prevailing time). Respondents are strongly encouraged to attend this meeting.

4. PROPOSAL SUBMISSION INFORMATION

a. Submission Date and Time:

Wednesday, June 8, 2022; 2:30 P.M.
One (1) Original and Six (6) Copies must be submitted.

b. Submission Office:

Cumberland County Finance Department, Budget Division
Cumberland County Administration Building

164 West Broad Street
Bridgeton, New Jersey 08302

c. **Respondents shall clearly mark their submittal package with the title of this RFP and the name of the responding firm, addressed to the Finance Department, Budget Department.**

d. **The original proposal shall be marked to distinguish it from the Six (6) Copies.**

e. **Respondents shall use 12 point font with double spacing.**

Only those RFP responses received prior to or on the submission date and time will be considered.

f. **Responses**

Responses delivered before the submission date and time specified above may be withdrawn upon written application of the respondent who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. After the submission date and time specified above, responses must remain firm for a period of sixty (60) days.

g. **Interviews**

At the County's sole option, after proposals are received, but prior to the completion of the evaluation of proposals, vendors may be invited to provide clarification regarding their submission. The presentation, if any, shall address only those matters specified by the County. The presentation, if any, shall not be used for negotiation of the contract.

h. **The User Department for these services is**

Cumberland County Department of Workforce Development
3322 College Drive, PO Box 1500
Vineland, NJ 08360
Attention: Allison Spinelli

i. **County Representative for this Solicitation**

Please direct all questions in writing to:

Cumberland County Finance Department, Budget Division
County Administration Building
164 West Broad Street
Bridgeton, New Jersey 08302
Attention: Purchasing Agent
Voice: (856) 453-2132
Fax: (856) 451-0967

j. **Interpretations and Addenda**

Respondents are expected to examine the RFP with care and observe all its requirements. All questions

about the meaning or intent of this RFP, all interpretations and clarifications considered necessary by the owner's representative in response to such comments and questions will be issued by Addenda mailed or delivered to all parties recorded as having received the RFP package. Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements or clarifications are without legal effect.

5. **COMMENCEMENT OF WORK/TERM OF CONTRACT**

This contract shall commence July 1, 2022 and terminate June 30, 2023, subject to budgetary appropriations by the Cumberland County Board of County Commissioners as required by law.

Workforce Development shall hold a unilateral option right to extend this contract for an additional two (2) one (1) year terms (i.e. from July 1, 2023 to June 30, 2024 and July 1, 2024 to June 30, 2025). Contract extension will be based on performance of the contract and the availability of adequate funding.

Any price change included as part of an extension shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the index rate for the 12 months preceding the most recent quarterly calculation available at the time the contract is renewed; and the terms and conditions of the contract remain substantially the same.

6. **GENERAL INFORMATION/SCOPE OF WORK/ DESCRIPTION OF SERVICES**

The County of Cumberland is hereby soliciting proposals from qualified vendors to Provide Worksite Recruitment Services for the Cumberland County Department of Workforce Development necessary for the provision of the services as described and proposed herein.

7. **SCOPE OF WORK**

GENERAL INFORMATION AND CONDITIONS:

The Workforce Innovation and Opportunity Act (WIOA) supersedes the Workforce Investment Act of 1998 and amends the Adult Education and Family Literacy Act of 1998, the WagnerPeyser Act of 1933, and the Rehabilitation Act of 1973. WIOA preserves the nation's current program infrastructure allowing continuity in the delivery of federally funded employment services, workforce development, basic education for adults, and vocational rehabilitation activities for people with disabilities. The goal of WIOA is to improve the quality of the workforce, reduce welfare dependency, increase economic self-sufficiency, meet skills requirements of employers, and enhance the productivity and competitiveness of the nation.

The Cumberland County Department of Workforce Development has been designated as the administrative entity and grant recipient for the Workforce Innovation and Opportunity Act. The Department of Workforce Development has been authorized to release this Request for Proposal (RFP) to solicit proposals from organizations interested in operating Youth Programs under the Workforce Innovation and Opportunity Act. Youth Programs provide comprehensive educational and employment preparation services to eligible youth age sixteen (16) to twenty-four (24).

It should be the intent of the proposed entity to recruit employers in Cumberland County to serve as worksites for youth participating in youth program work experience activities Youth programs enhance the job prospects of eligible youth residents of Cumberland County and to focus on work experienced based programming. Youth Programs are integrated into a comprehensive strategy for addressing each

youth's educational and employment needs. To participate in WIOA Youth programs, a youth must be enrolled. Enrollment requires the collection of information to support eligibility determination, objective assessment, initial individual service strategy and participation in any of the fourteen (14) youth program elements. The fourteen program elements are as follows; tutoring; study skill training; alternative school services; summer employment opportunities; paid and unpaid work experience; internships and/or job shadowing; occupational skill training; leadership development opportunities; supportive services, adult mentoring; follow-up services; comprehensive guidance and counseling, financial literacy education, entrepreneurial skills training, labor market and employment information about in-demand industry sectors such as career awareness, career counseling, and career exploration services.

All costs of proposal preparation shall be borne by the applicant. The County shall not, in any event, be liable for any pre-contractual expenses incurred by the applicant in preparation and/or submission of the proposal.

The proposal shall include the applicant's best terms and conditions.

The proposal must set forth accurate and complete information as required.

The County reserves the right to amend, alter, cancel, and/or reissue this RFP in whole or in part if doing so is deemed in the best interest of this program.

The acceptance of a proposal by the County does not imply that a contract for services will be issued. The County reserves the right to negotiate proposed program elements and costs to its satisfaction prior to the award of a contract.

Any contract entered into between the contractor and the County shall be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law.

The County will award one contract for provision of the services described herein. Existing youth programs are not eligible to apply.

All contracts awarded pursuant to this RFP shall be performance-based contracts as follows;

- **Performance Based:** The following performance payment elements will be paid on a per-worksite achievement basis;

1. Worksite Agreement Completed - \$500

The County has appropriated approximately \$25,000 to recruit a maximum of 50 worksites in all areas of Cumberland County. The allocation of those funds will be determined after proposals are received and reviewed.

This contract shall commence July 1, 2022, and terminate June 30, 2023, subject to budgetary appropriations by the Cumberland County Board of Commissioners as required by law.

Workforce Development shall hold a unilateral option right to extend this contract for an additional two (2) one (1) year terms (i.e. from July 1, 2023 to June 30, 2024 and July 1, 2024 to June 30, 2025). Contract extension will be based on performance of the contract and the availability of adequate funding.

The award of any contract(s) pursuant to this RFP shall be contingent upon receipt by the Cumberland County Department of Workforce Development of Workforce Innovation and Opportunity Act Youth RFP # 22-23 Worksite Recruitment Services

funding from the New Jersey Department of Labor and Workforce Development.

The contractor must receive a minimum rating of seventy (70) from the review committee in order to be deemed eligible for funding. See attachment C for proposal evaluation tool.

The County and the contractor shall have the right to terminate this contract upon thirty (30) days written notice, return receipt requested, to the other party.

The contractor shall indemnify and save harmless the County and its officers, officials, agents, servants and employees against and from any and all claims, suits and cost of every kind, type or description, including attorney's fees and defense costs, and from any and all damages and liability to which the County or its officers, officials, agents, servants or employees may be subjected by reason of injury to the person or property of others resulting from or in any way arising out of the performance or lack of performance of this Agreement by the contractor or by any of the contractors agents, servants, employees and/or subcontractors.

The contractor and their personnel involved in the performance of this contract shall comply with all appropriate provisions of applicable law and this contract.

This contract and all of its provisions shall be construed under the laws of the State of New Jersey.

The contractor and their personnel shall be an independent contractors and not employees, servants or agents of the County.

The County may terminate this agreement without prior notice where the County has cause for doing so. "Cause" shall include but not be limited to act(s) or failure(s) to act by the contractor which is clearly immoral, unethical or negligent or not in compliance with the terms and conditions of this agreement.

8. TECHNICAL PROPOSAL SUBMISSION:

8.1 RECRUITMENT OF WORKSITES

Recruited worksites should be in the following high demand categories: healthcare, manufacturing, transportation and logistics, accommodation and food service, retail, autobody, construction and utilities, and social services. Worksites can be in the public, private or non-profit sector. Additional targeted worksite recruitment may be requested of the awardee if a youth is interested in a career outside of the high demand categories listed. Ideally, worksites in each category would be available in Bridgeton, Millville and Vineland. Attention should be given to worksites that are accessible to youth. A successful applicant will demonstrate existing relationships with local employers.

8.2 WIOA YOUTH PROGRAM ELEMENTS

While the awarded recruitment agency will not be responsible for making available the following program elements, a baseline knowledge of existing youth programs is essential for marketing to worksites. WIOA requires these fourteen elements to be made available to each youth, though they are not expected to participate in each service. Participation, through existing youth programs, is dependent on the results of assessments and the Individual Service Strategy.

Improving Educational Achievement:

(1) Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery

strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential. Used for in-school youth.

(2) Alternative secondary school services, or dropout recovery services, as appropriate. Used for out of school youth. Examples include: basic education training, English as a Second Language, and individualized academic instruction.

(3) Activities that help youth prepare for and transition to postsecondary education and training. Examples include assisting youth with: college entrance exams, college applications, applying for scholarships, completion of FAFSA

Preparing for and Succeeding in Employment

(4) Paid and unpaid work experiences that have as a component academic and occupational education, which may include:

- (i) Summer employment opportunities and other employment opportunities available throughout school year
- (ii) Pre-apprenticeship programs
- (iii) Internships and job shadowing
- (iv) On-the-job training opportunities

Examples of instructional portion include: workplace readiness and college and career readiness. Examples of occupational portion include: paid work experience opportunities in locations where the youth has a career interest as developed in the Individual Service Strategy.

(5) Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services. Examples include: career planning, identifying employment opportunities, and information on job market expectations.

(6) Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster. An example is a program that emphasizes workforce preparation activities and basic skills concurrently that prepare youth for employment in a specific occupation.

(7) Occupational skill training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials aligned with in demand industry sectors or occupations in the local area involved.

(8) Entrepreneurial skills training. Provides the basics of starting and operating a small business. Such training must develop the skills associated with entrepreneurship and include, but not limited to, the ability to take initiative, creatively seek out and identify business opportunities, develop budgets and forecast resource needs.

Supporting Youth

(9) Supportive services. Services that enable an individual to participate in WIOA activities. Examples include: transportation assistance, educational testing, reasonable accommodations for youth with disabilities, and uniforms or work-related tools.

(10) Adult mentoring for a duration of at least 12 months that may occur both during and after program participation. The provider will be expected to track participation and outcomes until the contract end date at which time the youth will be reconnected to Cumberland County. Examples include: participation in Big Brothers Big Sisters, virtual adult mentoring, mentoring programs that foster career awareness or positive social behaviors.

(11) Comprehensive guidance and counseling. Examples include: career counseling, educational counseling, referral to drug and alcohol counseling, referral to mental health counseling/therapy.

(12) Follow-up services for not less than 12 months after the completion of participation. Providers will be expected to conduct follow-up services for 90 days after exit then reconnect the youth to Cumberland County to continue follow-up services. Examples include: supportive services, adult mentoring, financial literacy, labor market information and transition to post-secondary services.

Developing the Potential of Young People as Citizens & Leaders

(13) Leadership development opportunities that encourage responsibility and other positive social and civic behaviors, as appropriate. Examples include: community volunteering, peer mentoring or tutoring, character education, serving on youth councils, leadership training, parenting education, and service projects.

(14) Financial literacy education. Examples include: creating budgets, setting up checking/savings accounts, managing spending, understanding credit reports and scores and protecting against identity theft.

8.3 PROPOSAL CONTENT OUTLINE

- Proposal Title Page - Attachment A
- Program Narratives – Section 8

8.4 PROGRAM NARRATIVES

1. Executive Summary

Provide a description of your organization in terms of its administrative, programmatic and financial capacity to operate the WIOA Worksite Recruitment Program presented in the proposal. Experience in operating similar recruitment programs should also be identified and appropriately referenced. Do you intend to subcontract any portion of the funds being requested? If so, the organizational capacity of each identified subcontractor must also be addressed. Please note that collaboration proposals are encouraged.

2. Recruitment and Identification of Worksites

Work experience opportunities help youth understand proper workplace behavior and what is necessary in order to attain and retain employment. A work experience can serve as a stepping stone to unsubsidized employment and is an important step in the process of developing a career pathway for youth. Work experience is a critical WIOA youth element. Recruitment and identification of worksites can be ongoing throughout the contract period. Requests may be made for targeted worksite recruitment. It will be the responsibility of the recruitment agency to complete a maximum of 50 worksite agreements. A template of the worksite agreement can be found in Attachment B.

any partnerships that you have or will develop in recruitment efforts. A successful applicant will demonstrate existing relationships with local employers. Describe your relationship with local employers and how that relationship will help you with this opportunity. Provide a description of how these coordinated, cooperative and/or collaborative efforts will function.

8.5 Reporting

A monthly report will be required that details recruitment activities and initiated/completed worksite agreements. Attendance at the quarterly Workforce Development Board Youth Services Sub-committee is required.

9. EVALUATION, REVIEW AND SELECTION PROCESS

9.1 PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE

RFP responses shall remain open for a period of sixty (60) calendar days from the stated submittal date. The owner will either award the Contract within the applicable time period or reject all proposals.

The owner may extend the decision to award or reject all proposals beyond the sixty (60) calendar days when the proposals of any respondents who consent thereto may, at the request of the owner, be held for consideration for such longer period as may be agreed.

9.2 REJECTION OF PROPOSALS

The owner reserves the right to reject any or all proposals, or to reject any proposals if the evidence submitted by, or investigation of such respondent fails to satisfy the owner that such respondent is properly qualified to carry out the obligations of the RFP and to complete the work contemplated therein. The owner reserves the right to waive any minor informality in the RFP.

9.3 EVALUATION PROCESS

An evaluation team will review all proposals to determine if they satisfy the Proposal Requirements, determine if a proposal should be rejected and evaluate the proposals based upon the Evaluation Criteria. The highest-ranking respondent for each program will then be recommended to the governing body for award of contract for that program. The County reserves the right to award a single contract or to award multiple contracts for the provision of these services, whichever method of award is in the best interest of the County, in order to insure that the needs of the youths and the requirements of the program are satisfied.

9.4 EVALUATION CRITERIA

Respondents may see the criteria and maximum point awards on the Proposal Evaluation Tool contained herein (Attachment C); these criteria shall be considered in the evaluation of each proposal. The arrangement of the criteria is not meant to imply order of importance in the selection process. All criteria will be used to select the successful respondent. The provider must receive a minimum rating of seventy (70) from the review committee in order to be deemed eligible for funding.

ATTACHMENT A
PROPOSAL TITLE PAGE

**Cumberland County Department of Workforce Development
Workforce Innovation and Opportunity Act Youth Recruitment Program
Program Year 2022**

PROPOSAL TITLE PAGE

RESPONDENT INFORMATION

Name of Organization: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Contact Person: _____
Title: _____
Phone Number: _____ Fax Number: _____
Email Address: _____
Type of Entity: _____ State Government _____ Private Education Agency
 _____ County Government _____ Public Non-Profit Organization
 _____ Municipal Government _____ Private Non-Profit Organization
 _____ Public Education Agency _____ Private Business
 _____ Small & Minority Firm _____ Women's Business Enterprise
 _____ Other (specify): _____

Location of Program (the primary physical site)

Facility Name: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone Number: _____

SUBCONTRACTING

Will any portion of this proposal be subcontracted? _____ YES _____ NO

If YES, provide the following information for each subcontractor:

Name of the Subcontract Entity: _____
Contact Person: _____ Phone Number: _____
Brief Description of Subcontracted Services: _____

Name of the Subcontract Entity: _____
Contact Person: _____ Phone Number: _____
Brief Description of Subcontracted Services: _____

PROGRAM SUMMARY

Total Number of worksites to be recruited: _____

Total Contract Budget Request: _____

PROGRAM INFORMATION

Start Date: _____ End Date: _____

Length in Days: _____

Length in Weeks: _____

Days of Operation: _____

Hours of Operation: _____ to: _____

Lunch Period: _____ to: _____

AUTHORIZATION OF SUBMISSION

To the best of my knowledge and belief, information in this proposal is true and correct. I understand that missing documents or pages required in this proposal may disqualify this application. This proposal has been duly authorized by the appropriate board/officials of the applicant agency. If approved for funding, the proposing entity will comply with all standard contract provisions as issued by the Cumberland County Department of Workforce Development.

Signature of Chief Executive Officer

Date

WORKSITE AGREEMENT

PURPOSE

It is agreed that the Employer will use the forms provided in this Worksite Agreement to provide the Sponsor with a list of work experience positions.

I. EMPLOYER DATA

Agreement Number: _____ FEIN: _____
Employer Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____
Phone Number: _____ Fax Number: _____
Email: _____

Type of Agency: Public Sector (*Municipal, County, State or Federal Government Entity*)
 Public Sector (*Education Entity*)
 Non-Profit (*Public or Private Non-Profit and/or Community Based Entity*)
 Private Sector (*Private Business*)
 Other (*Specify*)

Indicate which of the following, if any, are required as a condition of hire:

Drug Screening Background Check Fingerprinting Physical

II. TERMS OF AGREEMENT

This document establishes an agreement between _____
(hereafter referred to as the Sponsor) and _____
(hereafter referred to as the Employer), commencing on _____ and ending on _____.

It is intended that the Sponsor and the Employer will work together to enhance the employability skills of youth program participants. As the Employer, you are responsible for providing youth with meaningful work assignments. Each work experience must be geared toward providing youth with a proper work ethic, helping prepare youth in making the transition from school to work, and developing the confidence and motivation necessary to eventually gain employment and/or pursue other career-oriented opportunities.

This Agreement may be terminated by either party upon 10-day advanced notification. These program activities are contingent upon Federal and State funding and may be terminated if said funding is discontinued or if said program is not being administered in accordance with this Agreement; rules and regulations of the youth program; or other appropriate laws, ordinances, rules and regulations. Written notification of termination shall be either hand-delivered or delivered by overnight commercial carrier or U.S. Mail.

Employer Representative Signature

Title

Date

Sponsor Representative Signature

Title

Date

III. WORKSITE DATA

Employer Name: _____

Agreement Number: _____

Date: _____

Directions

- Complete a separate form for each job title being requested
- Sign & Date
- File Form: Original at Sponsor Office. Copy at Worksite.

YOUTH JOB DATA

Note: Youth under 18 must take a 30-minute meal period after 5 consecutive hours of work

Title: _____

Number of Positions Requested: _____

Hourly Wage: \$ _____

Hours per Week: _____

Daily Hours: From _____

To _____

Days Scheduled to Work (mark all that apply): Monday Tuesday Wednesday Thursday Friday

Direct Supervisor: _____

Phone: _____

Alternate Supervisor: _____

Phone: _____

OCCUPATIONAL SKILLS & RESPONSIBILITIES

Job Duties: _____

Special Equipment Used on Job: _____

Work Principles that will be Learned: _____

Age Qualifications: (check all that apply)

- Less than 16
- 16 to 17
- 18 or older

Position Qualifications: _____

Required as a Condition of Hire:

- Drug Screening
- Background Check
- Fingerprinting
- Physical

Describe Inclement Weather Provisions (if applicable): _____

AUTHORIZATION/CERTIFICATION

I certify that the above Worksite Data is accurate and complete.

Employer Representative Signature

Title

Date

Youth Performance Evaluation

The form below must be completed for each youth participating in a work experience. Upon completion, the original signed copy must be submitted to the Sponsor for review.

Date: _____

Youth: _____

Supervisor: _____

Directions:		Excellent	Good	Fair	Poor
1. Please rate the youth participant in each area below by placing a <input checked="" type="checkbox"/> in the appropriate box.					
• Interactions	Interacts well with on-site personnel, clientele and public				
• Responsibility	Sets priorities, anticipates needs and uses time responsibly				
• Paperwork	Completes and submits timesheets, sign-in log and reports on-				
• Quality	Completes tasks accurately and completely				
• Training	Participates in training sessions and applies knowledge learned				
• Service Skills	Applies skills and shows improvement over the course of the				
• Dependability	Follows a regular schedule and contacts supervisor if late or not				
• Ethics	Demonstrates a work ethic to "get things done"				
• Professionalism	Dresses appropriately and has a positive attitude and demeanor				
• Problem Solving	Creative and resourceful in solving issues and/or problems that				
• Leadership	Demonstrates group leadership and facilitation skills				

2. Would you consider this youth for future employment? Yes No

3. Additional Comments:

AUTHORIZATION/CERTIFICATION:

Youth Participant: _____

Date: _____

Employer Representative: _____

Date: _____

Sponsor Staff: _____

Date: _____

**Cumberland County Department of Workforce Development
Workforce Innovation and Opportunity Act Youth Recruitment Program
Program Year 2022**

PROPOSAL EVALUATION TOOL

Name of proposing entity: _____

Narrative	Question	Score
	Technical Merit (5 points possible) <ul style="list-style-type: none"> • Attended the pre-bid meeting (4 points) • The proposal includes a narrative and all attachments (1 point) 	
1.	Executive Summary (35 points possible) <ul style="list-style-type: none"> • Description of organization • Capacity to operate • Experience with recruitment • Sub-Contracts? • Financial Capacity of Sub-Contractors, if applicable 	
2.	Recruitment/Identification of Worksites (60 points possible) <ul style="list-style-type: none"> • Recruitment and identification of worksites • Demonstrate existing relationship with local employers • Describe collaborations 	
	Total Possible Points	

Reviewer's Comments:

Name of Individual Completing Review

Signature

Date

Standard Assurances and Certifications

ASSURANCES AND CERTIFICATIONS

The grantor will not award a grant where the grantee has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. In performing its responsibilities under this agreement the grantee hereby certifies and assures that it will fully comply with the following:

- 1) Assurances Non-Construction Programs (SF 424 B)
- 2) Debarment and Suspension Certification (29 CFR Part 98)
- 3) Certification Regarding Lobbying (29 CFR Part 93)
- 4) Drug Free Workplace Certification (29 CFR Part 98)
- 5) Nondiscrimination and Equal Opportunity Assurance (29 CFR Part 38)
- 6) Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards (2 CFR Part 200)

By signing the agreement, the grantee is providing the above assurances and certifications as detailed below:

1) ASSURANCES NON-CONSTRUCTION PROGRAMS

NOTE: Certain assurances may not be applicable to your project or program. If you have questions, please contact the grantor agency.

As the duly authorized representative of the applicant, I certify that the applicant:

- A) Has the legal authority to apply for federal assistance and the institutional managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
- B) Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting principles or agency directives.
- C) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- D) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- E) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of Office of Personnel Management's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
- F) Will comply with all federal statutes relating to nondiscrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq. (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of

Standard Assurances and General Provisions
Workforce Development Area Contracts

Page 1

sex; (c) section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101- 6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972, 21 U.S.C. 1101 et seq. (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 21 U.S.C. 801 et seq. (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act (42 U.S.C. 290 dd-2), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) the Genetic Information Nondiscrimination Act of 2008 which prohibits discrimination on the basis of genetic information; (j) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

- G) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601 et seq. (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
- H) Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
- I) Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally assisted construction subagreements.
- J) Will comply, if applicable, with Flood Insurance Purchase Requirements of section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. 4001 et seq. (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- K) Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 U.S.C. 4321 et seq. (P. L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (f) conformity of federal actions to state (Clear Air) implementation plans under section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974 as amended, 42 U.S.C. 300f et seq. (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531 et seq. (P.L. 93-205).
- L) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

Standard Assurances and General Provisions
Workforce Development Area Contracts

- M) Will assist the awarding agency in assuring compliance with section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
- N) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
- O) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544), as amended, (7 U.S.C. 2131 et seq.) pertaining to the care, handling and treatment of warm blooded animals held for research, teaching or other activities supported by this award of assistance.
- P) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- Q) Will cause to be performed the required financial and compliance audits in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (78 FR 78589).
- R) Will comply with all applicable requirements of all other federal laws, executive orders, regulations and policies governing this program.
- S) Will comply with the Federal Funding Accountability and Transparency Act requiring recipients and subrecipients of federal financial assistance to obtain a Data Universal Numbering System (DUNS) number and will report the DUNS number to the grantor as a condition of receiving a federal grant or award. Furthermore, the grantee must be registered in the federal System for Award Management (SAM) and continue to maintain an active SAM registration with current information at all times during which the term of this grant or award is in effect. Furthermore, no contract, award, subgrant will be made by the grantee to another party if said party is listed in the Excluded Parties List System in the federal SAM.

2) CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

As required by EO 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, sections 85.105 and 85.110.

The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

- A) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency or the state of New Jersey.
- B) Have not within a three year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

- C) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph B of this certification; and have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.
- D) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (or plan).
- E) Are not listed in the Excluded Parties List System in the federal SAM.

3) CERTIFICATION REGARDING LOBBYING

As required by 31 U.S.C. 1352 and implemented at 34 CFR Part 82, for the persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, sections 82.105 and 82.110 that applicant certifies that:

The undersigned (i.e., grantee signatory) certifies, to the best of his or her knowledge and belief that:

- A) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant loan or cooperative agreement.
- B) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

C) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and

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

4) CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees as defined at 34 CFR Part 85, sections 85.605 and 85.610.

The grantee certifies that it will or will continue to provide a drug-free workplace by:

A) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

B) Establishing an ongoing drug-free awareness program to inform employees about:

- 1) The dangers of drug abuse in the workplace;
- 2) The grantee's policy of maintaining a drug-free workplace;
- 3) Any available drug counseling, rehabilitation and employee assistance programs; and
- 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

C) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph A.

D) Notifying the employee in the statement required by paragraph A that as a condition of employment under the grant, the employee will:

- 1) Abide by the terms of the statement; and
- 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

E) Notifying the agency in writing, within 10 calendar days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.

F) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement or other appropriate agency.

G) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A, B, C, D, E and F.

5) NONDISCRIMINATION AND EQUAL OPPORTUNITY ASSURANCE

As a condition to the award of financial assistance from DWD, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- A) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin.

- B) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.
- C) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.
- D) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
- E) The Americans with Disabilities Act (P.L. 101-336) which prohibits discrimination based on disabilities in the areas of employment, public services, transportation, public accommodations and telecommunications. It requires all affected entities to provide reasonable accommodation to persons with disabilities.
- F) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I-financially assisted program or activity.
- G) The grant applicant also assures that it will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

6) UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (2 CFR PART 200)

As a condition to the award of Federal financial assistance, the recipient or subrecipient assures that it will fully abide by all regulations of 2 CFR Chapter I, Chapter II, Part 200

General Provisions

DEFINITIONS

For the purpose of this document, the following definitions apply:

- Grantor is defined as the Cumberland County Department of Workforce Development, which is also referred to as DWD.
- Grantee is defined as any entity in direct receipt of funds by written instrument from DWD.
- Subgrantee is defined as any entity in receipt of funds from a grantee.
- Agreement refers to the contract with DWD, the General Provisions, and where applicable, the Standard Assurances and Certifications.
- Program exit is defined as a participant having either been designated by the local area as such or who has not received a service funded by the program or funded by a partner program for 90 consecutive calendar days and is not scheduled for future services.
- Number served is those participants who are registered and receiving services.
- Definitions for financial terms below are derived from the **One-Stop Comprehensive Financial Management Technical Assistance Guide**. This document may be found on the Internet at https://www.doleta.gov/grants/pdf/TAG_PartI.pdf. The financial definitions below shall be those used in

review and audit of related processes and systems. Local area records must conform with the definitions of the following terms from that document:

® Obligations are defined as the amounts of orders placed, contracts and subgrants awarded, goods and services received, and similar transactions during a given period that will require payment by the grantee.

® Expenditures/outlays are defined as charges made to the project or program. They may be reported on a cash or accrual basis. For reports prepared on a cash basis, outlays are the sum of actual cash disbursement for direct charges for goods and services, the amount of indirect expense incurred, the value of in-kind contributions applied, and the amount of cash advances and payments made to contractors and subgrantees. For reports prepared on an accrued expenditure basis, outlays are the sum of actual cash disbursements, the amount of indirect expense incurred, the value of in-kind contributions applied, and the new increase(or decrease) in the amounts owed by the grantee for goods and other property received, for services performed by employees, contractors, subgrantees, subcontractors and other payees and other amounts becoming owed under programs for which no current services or performance are required, such as annuities, insurance claims and other benefit programs. Quarterly reports shall be prepared on the accrual basis.

® Administration is defined as the allocable portion of the costs for support services and not related to the direct provision of workforce investment services, including services to participants and employers. Administrative functions are specified to include the following:

- General administrative functions such as accounting, financial and cash management, procurement, property management, personnel management and payroll
- Audit functions and those duties associated with coordinating the resolution of findings originating from audits, monitoring, incident reports or other investigations
- Goods and services used for administrative functions
- The cost of awards made to subrecipient or vendor organizations for administrative services of the awarding agency (e.g., payroll service for staff or clients)

Administrative costs are accumulated and reported only by state and local boards, direct recipients (i.e., the state or Title ID grantee), the local grant recipient or subrecipient, the fiscal agent for a local area and the One-Stop Career Center Operator. If the local area makes an award to a vendor for an administrative function such as developing a procurement system, then the vendor costs are classified as administrative. With the exception of the aforementioned type of administrative contract, all awards to vendors and subrecipients are considered program costs and would be reported in the program cost category.

® Accrued expenditures are defined as the charges incurred by the grantee during a given period requiring the provision of funds for (1) goods and other tangible property received; (2) services performed by employees, contractors, subgrantees, subcontractors and other payees; and (3) other amounts becoming owed (by the grantee) under programs for which no current services or performance are required, such as annuities, insurance claims and other benefits.

DWD retains the right to examine all costs to determine appropriateness of the charge to a category. The grantee is responsible for ensuring that all efforts are made to ensure that administrative costs are kept to a minimum not to exceed the limits established by federal law, rules or policies.

1) COMPLIANCE WITH EXISTING LAWS

- A) The grantee agrees to comply with all federal, state and municipal laws, rules and regulations generally applicable to the activities in which the grantee is engaged in performance of this agreement.
- B) These laws, rules and regulations include, but are not limited to the following:
- 1) Federal Office of Management and Budget (OMB) documents:
<https://www.whitehouse.gov/omb/information-for-agencies/circulars/>.
 - 2) New Jersey Department of the Treasury, Office of Management and Budget documents:
 - (a) Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid: http://www.state.nj.us/infobank/circular/cir1508_omb.pdf.
 - (b) State Grant Compliance Supplement: <https://www.state.nj.us/treasury/omb/stategrant.shtml>.
 - 3) State Affirmative Action Legal Citations: The grantee agrees to comply with and to require subgrantees to comply with N.J.A.C. 17:27, applicable provisions of N.J.S.A. 10:5 et al., P.L. 1975, c. 127 and all implementing regulations.

Customized Training - Where funding is provided in whole or in part from the Workforce Development Partnership (WDP) fund, the grantee assures and agrees that it will fully comply with the requirements of the New Jersey Employment and Workforce Development Act (P.L. 1992 c. 43) and state regulations and directives governing this program. These requirements include the following assurances:

- 1) The grantee assures that it will fully comply with all federal and state laws regarding child labor, wages, workplace and classroom safety, health standards and other laws.
- 2) The grantee agrees that if it relocates outside New Jersey or outsources employee positions within three years following the end date of the customized training contract, the grantee will promptly notify DWD and refund all money to DWD, including payments made to any subgrantee on its behalf.
- 3) The grantee agrees to retain only service providers located in the state of New Jersey to provide the customized training services funded under this agreement.

Failure to comply with the laws, rules and regulations shall be grounds for termination of this agreement.

2) NONDISCRIMINATION AND EQUAL OPPORTUNITY

The grantee agrees to comply with the nondiscrimination and equal opportunity provisions of the following laws:

- 1) Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA financially-assisted program or activity.
- 2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin.
- 3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.
- 4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.

- 5) Title IX of the Education Amendments of 1972, as amended which prohibits discrimination on the basis of sex in educational programs.
- 6) The Americans with Disabilities Act (P.L. 101-336) which prohibits discrimination based on disabilities in the areas of employment, public services, transportation, public accommodations and telecommunications. It requires all affected entities to provide reasonable accommodation to persons with disabilities.
- 7) The Genetic Information Nondiscrimination Act of 2008 which prohibits discrimination on the basis of genetic information.
- 8) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made and the requirements of any other nondiscrimination statute(s) which may apply to the application.

The grantee also assures that it will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above.

3) SPECIAL GRANT CONDITIONS FOR HIGH RISK GRANTEES

A) A grantee may be considered high risk if DWD determines that a grantee:

- 1) Has a history of unsatisfactory performance;
- 2) Is not financially stable;
- 3) Has a financial management system which does not meet the standards set forth in section 4;
- 4) Has not conformed to terms and conditions of previous awards; and
- 5) Is otherwise not responsible.

B) When DWD determines that an award will be made; special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award. Special conditions and/or restrictions may include:

- 1) Payment on a reimbursement basis;
- 2) Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period;
- 3) Requiring additional, more detailed financial reports;
- 4) Additional project monitoring;
- 5) Requiring the grantee to obtain technical or management assistance; and
- 6) Establishing additional prior approvals.

C) If DWD decides to impose such special conditions and/or restrictions, an DWD official will notify the grantee as soon as possible, in writing, of:

- 1) The nature of the special conditions and/or restrictions;
- 2) The reason(s) for imposing the special conditions and/or restrictions;
- 3) The corrective actions that must be taken before the special conditions and/or restrictions will be removed by DWD and the time allowed for completing the corrective actions; and
- 4) The method of requesting reconsideration of the special conditions and/or restrictions imposed.

4) FINANCIAL MANAGEMENT SYSTEM

A) The grantee shall be responsible for maintaining an adequate financial management system and will immediately notify DWD when the grantee cannot comply with the requirements established in this section of the grant.

B) The grantee's financial management system shall provide for:

1) Financial Reporting:

Accurate, current and complete disclosure of the financial results of each grant in conformity with generally accepted principles of accounting and reporting in a format that is in accordance with the financial reporting requirements of the grant;

2) Accounting Records:

Records that adequately identify the source and application of funds for DWD-supported activities. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures and income;

3) Internal Control:

Effective internal and accounting controls over all funds, property and other assets. The grantee shall adequately safeguard all such assets and assure that they are used solely for authorized purposes;

4) Budget Control:

Comparison of actual expenditures or outlays with budgeted amounts for each grant. Also, the relationship of the financial information with performance or productivity data, including the development of unit cost information required by DWD;

5) Allowable Costs:

Procedures for determining reasonableness, allowability and allocability of costs generally consistent with the provisions of federal and state requirements;

6) Source Documentation:

Accounting records that are supported by source documentation; and

7) Cash Management:

Procedures to minimize the time elapsing between the advance of funds from DWD and the disbursement by the grantee, whenever funds are advanced by DWD.

C) DWD may require the submission of a Statement of Adequacy of the Accounting System, as provided in Chapter II-2 of the One-Stop Comprehensive Financial Management Technical Assistance Guide, available at https://www.doleta.gov/grants/pdf/TAG_PartI.pdf.

D) DWD may review the adequacy of the financial management system of any applicant as part of a pre-award review or at any time subsequent to the award. If DWD determines that the grantee's accounting system does not meet the standards described in paragraph B above, additional information to monitor the grant may be required by DWD upon written notice to the grantee, until such time as the system meets with DWD approval.

E) DWD requires that the grantee develop/maintain a documented financial management system that is committed to a document and conforms to applicable federal, state laws and generally accepted accounting principles.

F) The grantee shall develop/maintain a cost allocation/resource sharing plan regarding the resources developed to the One-Stop Career Center consistent with requirements set forth in appropriate laws, regulations and the One-Stop Comprehensive Financial Management Technical Assistance Guide.

5) ALLOWABLE COSTS

Funds expended in this project shall be those as stated in the agreement for the purposes and functions outlined, unless changed by an approved modification. The grantee shall be entitled only to reimbursement for actual expenses incurred or obligated during the contract/grant period or during an approved extension agreed upon by the grantee and DWD, and only in the amount specified in the agreement. All obligations shall be liquidated within three months of the completion of the contract period or an approved extension.

It is the intent of the state that all funds be used in a unified and integrated manner in order to provide seamless service delivery, and not to create duplication and multiple administrative entities within the same organization.

No funds under this contract may be used for purposes other than employment and ToWork related activities. These funds may not be used to supplement nor supplant services funded through other efforts. These funds cannot be used to duplicate services and staff being funded under other efforts.

No funding under this agreement can be used to provide for bonuses or other payments above and beyond legitimate wages, salaries or any other form of compensation.

Should any funds under this agreement be used for the purpose of satisfying any grantee or subgrantee pooled costs (i.e., indirect costs or general and administrative), it is the sole responsibility of the grantee to provide documentation substantiating such cost. DWD retains the right to question this or any other costs charged to this grant or contract.

All data pertaining to clients served under this agreement must be included in America's One-Stop Operating System (AOSOS). Costs related to clients not registered and/or reported in AOSOS may be disallowed.

Upon completion of training, participants should be referred to placement services, either through the training provider or the One-Stop Career Center. Participants may be enrolled into appropriate funded services, such as Job Seeking/Changing Skills or Job Search Workshop to aid the participant in securing employment, or receive activities such as referrals to job orders or job order development. Once a participant has not received any funded services or staff assisted activity for 90 consecutive calendar days and is not scheduled for future services, a soft exit will occur in AOSOS.

Grantees who are government, educational or nonprofit organizations must comply with federal cost principles as established in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. These regulations establish government-wide cost principles, including a requirement that salaries and wages charged to this agreement be supported by appropriate personnel activity reports and meet the requirements of 2 CFR 200.430(i) Standards for Documentation of Personal Expenses.

DWD does not provide funding that should be intended as working capital. Funds received are for the sole intent of the contracted program. Funds from any agreement must be used in the manner agreed upon within the agreement. Any changes in intent or use must be approved by DWD.

Interest earned from any funds included in this agreement must be used consistent with the agreement and with the applicable laws, rules and policies associated with the funding source which resulted in the interest. Further, any interest earned must be reported consistent with program income.

Each grantee shall have a written policy regarding the subject of leave accounting. Such policies must be consistent with policies of the grant recipient and must be available for DWD to review. DWD retains the right to assess such policies for their potential impact on service provision and require changes to ensure such services may not be impacted by local policies. Each grantee has the responsibility to ensure that its subgrantees, where appropriate, have similar documentation. DWD retains the right to determine whether costs/rates within this category are excessive.

Each grantee shall have a written policy regarding severance pay. Such policies must be consistent with policies of the grant recipient and must be available for review by DWD. DWD retains the right to assess such policies for their potential impact on service provision and require changes to ensure such services may not be impacted by local policies. Each grantee has the responsibility to ensure that its subgrantees, where appropriate, have similar documentation. DWD retains the right to determine whether costs/rates within this category are excessive.

Each grantee shall establish a written policy to address the provision of personnel benefits paid, incurred or purchased under this agreement. Costs associated with personnel benefits should be consistent with the developed policy and should apply to the grantee and its subgrantees where appropriate. DWD retains the right to determine whether costs/rates within this category are excessive.

Grantees must ensure that costs related to meetings, entertainment, meals, graduations and celebrations are appropriate and of a de minimis amount. Each grantee must establish written policies consistent with that of the grant recipient. DWD retains the right to assess such policy for their potential impact on service provision and require changes to ensure such activities may not be impacted by local policies. Each grantee has the responsibility to ensure that its subgrantees, where appropriate, have similar documentation. DWD retains the right to determine whether costs/rates within this category are excessive.

Funds used under this grant must be used for the benefit of the program and its clients. Grantees may not use resources from this agreement to benefit the results of non-applicable programs, the application for grants under non-applicable programs, nor employment under non-applicable programs. Grantees using funds in such manner may have these costs disallowed. Grantees shall establish policies on a local level to ensure that, where appropriate, similar requirements apply.

No wages under this agreement, whether for full time or part time work, may exceed the federally imposed limit as set forth in Public Law 109-234 and/or any limits established through applicable law, regulation or order by the state of New Jersey.

This establishes a cap for not only annual wages, but should be pro-rated to ensure that hourly, weekly, monthly or any wages either wholly or partially funded under this agreement do not exceed the allowed amount on that basis either. Any costs above the total or pro-rated amount may be the basis for a disallowed cost for the entirety of the amount, not just any excessive amount. Each grantee has the responsibility to ensure that no subgrantees violate this cap and that any violation on that basis is similarly disallowed.

DWD reserves the right to cap and deny any requests associated with pooled costs (i.e., indirect or general and administrative). It is incumbent upon the grantee to provide sufficient documentation regarding such requests including documentation of its development and components and approval by the appropriate cognizant agency. Funding of the budgeted amount of the pooled costs in this grant/contract does not imply approval by DWD of the amount or method of calculation.

6) MATCHING AND COST SHARING

The grantee shall be required to account to the satisfaction of DWD for matching and cost sharing requirements in accordance with the agreement and federal and state requirements.

7) PROGRAM INCOME

Program income shall be defined as gross income earned by the grantee from grant-supported activities. Such earnings include, but will not be limited to, income from service fees, sale of commodities, usage or rental fees and royalties on patents and copyrights.

A) If a grantee receives interest earned of \$250 or more in a fiscal year on advances of grant funds, see Chapter II-7-3 of the One-Stop Comprehensive Financial Management Technical Assistance Guide.

B) Unless otherwise provided or specified, the grantee shall have no obligation to DWD with respect to royalties received as a result of copyrights or patents produced under the grant.

C) All other program income earned during the grant period shall be retained by the grantee and used in accordance with Chapter II-7 of the One-Stop Comprehensive Financial Management Technical Assistance Guide.

8) PRICE WARRANTY

The grantee warrants that the prices agreed upon are not less favorable than those currently extended to any other customer for the same or similar articles in similar quantities. The grantee extends the same terms and conditions as extended to its most favored customers and final price includes all common reductions for discounts, rebates or other incentives.

All goods procured under this agreement shall be name brand, first quality, new parts, unless otherwise specified.

9) PAYMENT METHOD

A) Payments to the grantee or on behalf of the grantee shall be issued only after the agreement has been signed and agreed to by both parties. The grantee will provide sufficient documentation that action has been taken to carry out the terms and conditions of the agreement. Upon receipt of the requisite financial and narrative reports and other forms or reports required by the grantor and upon appropriate certification by the chief financial officer of DWD or his/her designee, the grantor will pay the grantee the contracted amount.

B) A Payment Voucher (Form PV 6/93) form will be submitted in a form satisfactory to DWD, with supporting documentation that the contracted services are operational and will continue to be for the period specified in the agreement. At its discretion, DWD may request additional reports.

10) REPORTING REQUIREMENTS

The grantee agrees to provide all reports specified in this agreement within the established timeframe and to the satisfaction of DWD. All records must be current and reflective of actual events to ensure that reports may be timely and provide an actual depiction of ongoing activities. Grantees are responsible for ensuring that reports are based upon current data.

11) STATE MONITORING, EVALUATION AND AUDIT

The following sections A to E pertain to all governmental, non-profit organizations and for-profit organizations:

A) The grantee agrees to cooperate with any monitoring, evaluation and/or audit conducted by DWD or their designees and authorized agents.

B) The grantee will maintain its records and accounts in such a way as to facilitate the preparation of financial statements in accordance with generally accepted accounting principles and the audits thereof and ensure that subgrantees also maintain records which are auditable. The grantee is responsible for any disallowed costs resulting from any audit exceptions incurred by its own organization or that of its subgrantees.

C) DWD reserves the right to build upon the audit received. Interim audits may be conducted at the discretion of DWD.

D) The grantee agrees to provide full access to their books and records and to submit to any audit or review of financial and compliance requirements of DWD.

E) The grantee agrees to include in the engagement letter or agreement with any independent audit firm language that DWD is granted access to any and all workpapers that support or address any and all findings that are in regards to DWD funds.

The following sections F to L pertain to all governmental and non-profit organizations:

F) All grantees that expend \$750,000 or more in federal financial assistance or state financial assistance within their fiscal year must have annual single audits or program-specific audits performed in accordance with Subpart F – Audit Requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and state policy.

G) All grantees that expend less than \$750,000 in federal or state financial assistance within their fiscal year, but expend \$100,000 or more in state and/or federal financial assistance within their fiscal year, must have either a financial statement audit performed in accordance with Government Auditing Standards (Yellow Book) or a program-specific audit performed in accordance with Subpart F – Audit Requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and state policy.

H) Program-specific audits in accordance with Subpart F – Audit Requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards can be elected when a grantee expends federal or state awards under only one federal or state program and the federal or state program’s statutes, regulations, or terms and conditions of the grant award do not require a financial statement audit of the recipient.

I) All grantees that expend less than \$100,000 in federal or state financial assistance within their fiscal year, but expend \$50,000 or more in federal or state financial assistance within their fiscal year must have a special report applying agreed upon procedures including, but not limited to, reviewing and testing the cost and expenses incurred for which reimbursement was requested to determine their propriety under the contract and review of the training records which substantiate training was completed in accordance with the contracts. The procedures to be followed will be provided by the department’s Office of Internal Audit.

J) Although Subpart F – Audit Requirements allows specific provisions for biennial audits; state policy continues to require all audits to be performed on an annual basis.

K) In addition to federal-required reports and opinions, grantee single audits must contain similar reports and opinions for state funds.

L) Grantee single audit reports must include a supplementary schedule of the entity’s state grant and state financial assistance programs. This schedule must show for each program:

- State Grantor Organization;
- Program Title/Name;
- State Grant Award Number or Account Number;
- Grant Award Period;
- Fiscal Year Grant Expenditures;
- Total Grant Expenditures to Date.

The following section M pertains to for-profit organizations:

M) All grantees that expend \$50,000 or more in federal or state financial assistance within their fiscal year must have either:

- A grant specific audit in accordance with Government Auditing standards (Yellow Book), or;
- A financial audit report conducted under generally accepted auditing standards which includes a separate report on compliance with contractual provisions, or;
- A special report applying agreed upon procedures including, but not limited to, reviewing and testing the cost and expenses incurred for which reimbursement was requested to determine their propriety

under the contract and review of the training records which substantiate training was completed in accordance with the contracts. The procedures to be followed will be provided by the Department's Office of Internal Audit.

12) COMPLAINTS, GRIEVANCES AND APPEALS

All grantees must promulgate a written policy regarding complaints, grievances and appeals. The process must be written in a manner that is clear and understandable. The information must be provided to all customers, communicated in a manner in which they may understand, be consistent with, at a minimum all federal and state requirements, offer the opportunity for appeal and establish reasonable timeframes for response. All grantees must also establish for all complaints regarding potential, claimed or actual violations of the Equal Employment Opportunity regulations. These too must minimally satisfy federal and state requirements. As appropriate, documentation regarding these efforts must also designate the appropriate person designated to consider these matters.

13) RECORDS

The grantee agrees to collect, maintain and, upon request, report equal opportunity information, including sex, age, disability, ethnicity, and race, for all individuals who apply for benefits or services financially assisted by the program.

Such records must include, but are not limited to, records on applicants, registrants, eligible applicants and registrants, participants, ex-participants, employees and applicants for employment. The grantee agrees to record the race, ethnicity, sex, age and where known, disability status of every applicant, registrant, eligible applicant and registrant, participant, ex-participant, applicant for employment and employee.

The grantee further agrees to comply with the requirements of 2 C.F.R 200.79 and 2 C.F.R 200.82 which governs the use of personally identifiable information (PII). Such information must be stored in a manner that ensures confidentiality and must be used only for the purposes of recordkeeping and reporting; determining eligibility, where appropriate; determining the extent to which the grantee is operating the program or activity in a nondiscriminatory manner; or other use authorized by law. Where designation of individuals by race or ethnicity is required, the guidelines of the Office of Management and Budget must be used.

Retention – The grantee agrees to maintain all records pertinent to all grants, contracts and agreements, including financial, statistical, property and participant records and supporting documentation for a period of seven years from the date of the final expenditure or final program report, whichever is the latest. The aforementioned records will be retained beyond the seven years if any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records will be retained until the litigation, audit or claim has been finally resolved. The grantee agrees to insure that subgrantees retain records in accordance with these requirements. In the event of the termination of the relationship between grantee and subgrantees, the grantee shall be responsible for the maintenance and retention of the records of any subgrantees unable to retain them.

Access – DWD may investigate any matter it deems necessary to determine compliance with state policy and/or procedures. The investigations authorized by this provision may include examining records (including making certified copies thereof), questioning employees and entering any premises or onto any site in which any part of a program of the grantee is conducted or in which any of the records of the grantee are kept.

Additionally, all parties must comply with laws, regulations and policies regarding New Jersey Public Records Law.

The grantee understands that all records must be current and reflective of actual and timely information. Purposeful provision of inaccurate, untimely or manipulated data may be cause for further action.

14) PROCUREMENT STANDARDS

Procurement of supplies, equipment and other services with funds provided by this agreement shall be accomplished in a manner generally consistent with federal and state requirements.

Adherence to the standards contained in the applicable federal and state laws and regulations does not relieve the grantee of the contractual responsibilities arising under its procurements. The grantee is the responsible authority, without recourse to DWD, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurement entered in support of a grant.

15) PROPERTY

The grantee is responsible and accountable for all equipment and property purchased with funds under this agreement, including purchases made by any subgrantee receiving payments on behalf of the grantee. A current inventory of such property and equipment, with a value of **\$250** or more, shall be maintained by the grantee. Procedures for property records are outlined in the state of New Jersey Treasury Circular 19-12, https://www.nj.gov/infobank/circular/cir1912_omb.pdf, and the grantee shall follow those procedures. The grantee agrees to provide the same security and safekeeping measures for property paid for under this agreement as the grantee provides for the same or similar property owned by the grantee. The grantee agrees to impose similar conditions upon any subgrantee engaged to provide services under this agreement.

All documents, patents, copyrights, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, reports, plans and other materials prepared by the grantee in connection with the project are the property of DWD. Such material will be delivered to DWD upon request.

If the project is funded under WDP, all documents, patents, copyrights, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, reports, plans and other materials prepared by the grantee in connection with the grant are the property of said grantee. However, DWD retains the authority to review such material for the limited purpose of determining the extent and quality of performance under the grant. Such materials shall be reviewed by DWD upon notice given to the grantee and shall promptly be made available to DWD for inspection. DWD agrees to take all reasonable steps necessary to safeguard the grantee's proprietary interest in these materials.

In addition, if the aforementioned items are developed pursuant to a grant or contract funded in whole or in part by federal funds, the federal agency which provided the funds reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant, and ii) and rights of copyright to which the grantee, subgrantee or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. If applicable, the following needs to be on all products developed in whole or in part with grant funds in accordance with the WIOA Annual Financial Agreement:

This workforce product was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. This product was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it. Internal use by an organization and/or personal use by an individual for non-commercial purposes are permissible. All other uses require the prior authorization of the copyright owner.

16) TRAVEL AND CONFERENCES

Conferences or seminars conducted by the grantee shall be held at the grantee's facilities or at public facilities whenever possible. The rate of reimbursement for mileage allowed for employees of the grantee or subgrantee(s) traveling by personal automobile on official business shall be the rate set by the grantee's policies that are in effect at the time of travel and may not exceed the Internal Revenue Service's standard mileage rate in effect at the time of the travel. If the grantee has an executed collective bargaining agreement, the mileage rate shall not exceed the current Internal Revenue Service's standard mileage rate. The current standard mileage rate can be found at the following website: <http://www.irs.gov/Tax-Professionals/Standard-Mileage-Rates>.

Reimbursements for meals; lodging and travel shall be in accordance with the grantee or subgrantee(s) written travel reimbursement policies not to exceed Federal per diem rates in effect at the time of the travel. The current per diem rates can be found at the following website: <http://www.gsa.gov/portal/category/100120>.

17) SUBCONTRACTING

The grantee will perform all terms and conditions of this agreement unless a provision allowing the subcontracting of work is contained in the agreement. All terms and conditions applicable to the grantee would apply to any subcontractors or third parties hired by the grantee. It is the responsibility of the grantee to have appropriate agreements in place, in a timely manner, for all subcontracts/agreements. All such agreements should be consistent with the requirements of this document.

18) MODIFICATIONS

Modification to the agreement will be made in accordance with procedures prescribed by DWD effective at the time of submission of the modification.

- A) The grantee agrees to submit a written modification for approval prior to changing any budget line item contained in this agreement.
- B) DWD and grantee agree to make any changes to this agreement only through a written modification.
- C) All modifications to this agreement will be appended to and become part of this agreement.

19) DISPUTES

The grantee agrees to attempt to resolve disputes arising from this agreement by administrative process and negotiations in lieu of litigation. The grantee assures performance of this agreement while any dispute is pending.

Any dispute which is not settled by informal means shall be decided by DWD, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the grantee. The grantee shall be afforded an opportunity to be heard and to offer evidence in support of its position. Pending final decision of a dispute hereunder, the grantee shall proceed diligently with the performance under the agreement.

The dispute resolution mechanism described in this section is not exclusive. DWD and grantee preserve all rights in law and equity to pursue any claims that may arise.

This agreement shall be governed by and construed and enforced in accordance with the laws of the state of New Jersey.

20) SEVERABILITY

If any one or more provisions of the agreement are finally adjudicated to be unlawful or unenforceable by a court of competent jurisdiction, then this agreement shall be construed as if such unlawful provisions had not been contained herein.

21) TERMINATION

A) Termination for Convenience – DWD or grantee may request a termination for any reason. DWD or grantee shall give 90 days' advance notice, in writing, to the other parties to this agreement of the effective date of such termination. The grantee shall be entitled to receive just and equitable compensation for any services satisfactorily performed hereunder through the date of termination.

B) Termination for Cause – DWD may terminate this agreement when it has determined that the grantee has failed to provide the services specified, or has failed to comply with any of the provisions contained in this agreement or approved application, or otherwise breached the terms of this agreement. If the grantee fails to perform in whole or in part under this agreement, or fails to make sufficient progress so as to endanger performance, or otherwise breaches the terms of this agreement, DWD will notify the other parties to this agreement of such unsatisfactory performance or breach in writing. The grantee has 10 working days in which to respond with a plan agreeable to DWD for correction of the deficiencies. If the grantee does not respond within the appointed time with corrective plans satisfactory to DWD, DWD will serve a termination notice on the grantee which will become effective within 10 days after receipt. In the event of such termination, DWD shall only be liable for payment for services rendered prior to the effective date of the termination, provided such services are performed in accordance with the provisions of this agreement.

C) Termination or Reduction of Funds

1) The grantee agrees that major changes to this agreement, both in terms of program content and funding levels, may be required prior to its implementation or during the term of its operations due to new or revised legislation or regulations. The grantee agrees that any such

changes deemed necessary by the commissioner of DWD shall be immediately incorporated into this agreement.

2) Unearned payments under this agreement may be suspended or terminated upon refusal to accept or satisfy any additional conditions that may be imposed by DWD at any time.

22) CONTRACT CLOSEOUT

A) The following definitions shall apply for the purpose of this section:

1) Contract Closeout – The closeout of an agreement is the process by which DWD determines that all applicable administrative actions and all required work of the agreement have been completed by the grantee.

2) Date of Completion – The date by which all activities under the agreement are completed, or the expiration date in the grant award document, or any supplement or amendment thereto.

B) The grantee shall submit a closeout package per the terms of the agreement, unless otherwise extended by DWD, after completion of the agreement period or termination of the agreement. Closeout forms will be supplied by DWD.

C) The grantee will, together with the submission of the closeout package, refund to DWD any unexpended funds or unobligated (unencumbered) cash advances except such sums as have been otherwise authorized, in writing, by DWD to be retained.

D) Within the limits of the agreement amount, DWD may make a settlement for any upward or downward adjustments of costs after the final reports are received.

E) The grantee is responsible for those costs found to be disallowed, including those of any subgrantee paid from funds under this agreement, and DWD retains the right to recover any appropriated amount after fully considering the recommendations on disallowed costs resulting from the final audit, even if a final audit has not been performed prior to the closeout of the agreement.

F) The grantee shall account for any property received from DWD or acquired with funds under this grant, including any property received or acquired by a subgrantee under this grant.

G) The grantee shall forward closeout package to the grantor within 60 days of the closeout.

23) PERFORMANCE

The grantee assures performance will be in accordance with, and within the period of, this agreement and will immediately report any conditions that may adversely affect performance to DWD as soon as they become known. Grantee agrees to meet negotiated program performance levels as a condition of future funding and to any program requirements stated in the Notices of Award that granted operational authority for the funds contained in this contract. Any fraud or suspected fraud involving granted funds must be reported to the grantor with 48 hours of its discovery. The grantee shall establish and document a process to ensure that the results of programs and services provided with funds provided by this agreement and overseen and reviewed to ensure that these resources are maximized for effectiveness and results in addition to any specific program

requirements as established by law, regulation or policy. The grantee shall ensure that such process includes a determination of effectiveness and that such findings, minimally on an annual basis, are committed to writing and shared with DWD. The grantee acknowledges that DWD has the right and responsibility to take action and potentially sanction any area that fails to attain satisfactory performance consistent with the rules overseeing any of the funds under this agreement.

24) CONFLICTS OF INTEREST

The grantee shall avoid organizational conflicts of interest or the appearance of conflicts of interest in the conduct of procurement activities. Any gratuities in the form of entertainment, gifts or otherwise offered by the grantee, its agent or representative to any office or employee of DWD with a view toward securing this contract or securing favorable treatment with respect to the awarding, amending or the making of any determination will render the contract voidable

at the option of DWD, and may justify further action under applicable state laws. The grantee agrees that it shall ensure that all steps are taken to avoid actual or potential conflicts of interest in their efforts under this agreement. The grantee must guarantee and monitor its system to ensure that all staff, officers, board or staff members touched by resources under this agreement are not in conflict. The grantee shall develop/maintain a written code of conduct which provides specific requirements and processes to ensure that that anyone, including staff and board members, shall not be in conflict and indicate the steps the grantee will take to avoid the potential of conflict.

25) OPEN GOVERNMENT PRACTICES

The grantee shall ensure that any activity funded in whole or part of this agreement meets the highest of ethical standards and shall not violate applicable federal, state or local rules regarding any of the following subjects:

- Patronage
- Political Activities
- Hatch Act
- Sectarian Activities
- Maintenance of Effort/Supplanting
- Open Public Meeting

Written policies regarding the grantee shall be documented, maintained and available for review. The grantee should also require that subgrantees establish, document and maintain such policies as appropriate.

26) BONDING AND INSURANCE

The grantee shall ensure that every officer, director or employee who is authorized to act on behalf of the grantee for the purpose of receiving funds into program accounts or issuing financial documents, checks or other instruments of payment is bonded to provide protection against loss.

27) AVAILABILITY OF FUNDS

The grantee shall recognize and agree that both the initial provision of funding and the continuation of such funding under the agreement is expressly dependent upon the availability to DWD of funds appropriated by the state Legislature from state and/or federal revenue or such other funding sources as may be applicable. A failure of DWD to make any payment under this agreement or to observe and perform any condition on its part to be

performed under the agreement as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of the agreement by DWD or an event of default under the agreement and DWD shall not be held liable for any breach of the agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from DWD beyond the duration of the award period set forth in the agreement and in no event shall the agreement be construed as a commitment by DWD to expend funds beyond the termination date set in the agreement.

28) LIABILITY

This agreement is subject to all of the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. and the availability of appropriations.

The state of New Jersey does not carry any public liability insurance, but the liability of the state of tort claims against its employees is covered under the terms and provisions of the New Jersey Tort Claims Act. The act also creates a special self-insurance fund and provides for payment of claims against the state of New Jersey or against its employees for tort claims arising out of the performance of their duties for which the state is obligated to indemnify.

The grantee shall be solely responsible for and shall keep, save and hold the state of New Jersey 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 grantee's services or to any other persons or from any damage to any property sustained in connection with the delivery of the grantee's services that results from any acts or omissions, including negligence or malpractice of any of its officers, directors, employees, agents, servants or independent contractors or from the grantee's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault or default of the grantee. The grantee's responsibility shall also include all legal fees and costs that may arise from these actions. The grantee'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.

**EVALUATION REPORTS
AND
RECOMMENDATIONS**

CUMBERLAND COUNTY
WIOA WORKSITE RECRUITMENT PROGRAM
RFP 22-23 (7-1-22 to 6-30-23)
COMPLETED: June 14, 2022

WIOA Out of School Youth Program PROPOSING AGENCY	AVERAGE RATING	REQUESTED FUNDING	APPROVED FUNDING	NUMBER OF WORKSITES SERVED	STATUS	COMMENTS
Life Worth Living	57.66	\$25,000.00	\$0.00	50	NOT FUNDED	Did not demonstrate a capacity to operate, especially financial capacity. Mentioned youth recruitment but no results. Seeing results of recruitment efforts in all of their programs would have strengthened their proposal. Plan for recruitment was weak and needed more details.

NOTES: 1. Represents the maximum requested contract level request from proposal financial worksheet

PROPOSAL REVIEW COMMITTEE:
Jaime Gomez, County Government Representative
Cindy Angelo, Workforce Board Representative
Joel Bermudez, One Stop Representative