

CUMBERLAND · SALEM · CAPE MAY

RFP #24-0001 Cumberland In School Youth



PUBLIC NOTICE OF OPPORTUNITY

Isy-Cumberland

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



South Jersey Times

AD#:0010824139

SALEM COUNTY PURCHASING 110 5TH ST SALEM, NJ 08079

Sales Rep: NJ LegalRepNJ Account Number:1156976

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Page 1 of 3

Costs P.O. Number Date Position Description Workforce Development RFP. Request For Pro NJ 02/08/2024 PUBLIC NOTICE NOTICE FOR REQUEST FOR PROPOSALS FOR Ad Size Basic Ad Charge - 02/08/2024 \$63,88 2 x 81 L \$63.88 Total

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	CLAIMANTS CERTIF	FICATION AND DECLARATION
services have been re	and cartify under the penatics of law that this bill or invoke is neered as stated herein, that no bonus has been given or ne love cfalm, that the amount herein stated is justly due and ow	s correct in all its particulars, that the goods have been furnished or ceived by any person or persons within the knowledge of this claimant in sing, and that the amount charged in a reasonable one.
Date:	2/8/2024	Fed ID#: 13-4123607
Signature:	Chris Tighe	Official Position: AR Manager
CER	TIFICATION BY RECEIVING AGENCY	CERTIFICATION BY APPROVAL OFFICIAL
, having knowledge of the facts, certify and declare that the goods have seen raceived 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 vertilable information.		I certify and sectors that this bill or invoke in correct, and that sufficient funds are available to satisfy this claim. The Psyment shall be chargeable to: Appropriation Account(s) and Amounts Charged: P.O.#
ilgnature:	Date:	Signature:



South Jersey Times

LEGAL AFFIDAVIT

AD#: 0010824139

Total

\$63.88

State of New Jersey,) ss

County of Gloucester)

Jeanette Kryzymalski being duly sworn, deposes that he/she is principal clerk of NJ Advance Media; that South Jersey Times is a public newspaper, with general circulation in Camden, Cumberland, Gloucester, and Salem Counties, and this notice is an accurate and true copy of this notice as printed in said newspaper, was printed and published in the regular edition and issue of said newspaper on the following date(s):

South Jersey Times 02/08/2024

Principal Clerk of the Publisher

Swom to and subscribed before me this 8th day of February 2024

Notary Public

PUBLIC NOTICE

NOTICE FOR REQUEST FOR PROPOSALS FOR COMPETITIVE CONTRACTING

Notice is hereby given that sealed proposals for competitive contracting, not subject to public bidding pursuant to N.J.S.A. 40A:11-4.1 will be received by the County Purchasing Agent of the County of Salem. The following services have been established as priorities:

"For Providing Industry Focused Training & Internship Program Services for In-School Youth in Cumberland County by means of the Cumberland, Salem, Cape May County Workforce Development Board" – RFP # 24-0001

Specifications may be obtained daily between 9:00 AM and 4:00 PM from the Salem County Purchasing Department, Fifth Street Office Complex, and 110 Fifth Street, Suite 400, Salem, New Jersey 08079

Or they may be mailed on telephone request (856) 935-7510, extension 8401 or e-mail request to purchasing@salemcountynj.gov.

Responses shall be made on the forms and submitted in the manner designated within the specifications. They shall be enclosed in sealed envelopes bearing the legend, For Providing Industry Focused Training & Internship Program Services for In-School Youth in Cumberland County by means of the

LORETTA A. DORAN NOTARY PUBLIC OF NEW JERSEY Commission # 50035436 My Commission Expires 4/6/2026

Commended County by Incula of the Cumberland, Salem, Cape May County Workforce Development Board" - RFP # 24-0001 on the outermost package. Respondents must submit one Original (clearly marked "Original") and two complete hard copies and one electronic copy of their responses. The proposals shall be returned to the Salem County Purchasing Department, Attn: Stephen Hoffman - Purchasing Assistant, 110 Fifth Street, Salem, NJ 08079 no later than Tuesday, April 2, 2024 at 11:00 am prevailing time, when they will be opened and read in public at Salem County Offices, 110 Fifth Street, Conference Room 400. Salem, NJ 08079. Late bids will not be considered.

Respondents are required to comply with requirements of NJSA 10:5-31 et seq. and NJ.A.C. 17:27 regarding Equal Employment Opportunity Laws and regulations as well as P.L. 1975, C. 127 (NJ.A.C. 17:27) Affirmative Action and P.L. 1977, C. 33 (NJ.S.A. 52-25-24.2) Corporate Disclosure.

Any questions regarding the RFP prior to the opening may be addressed in writing to the Purchasing Department at purchasing@salemcountynj.gov.

By order of the Salem County Board of Commissioners, Benjamin H. Laury, Commissioner Director.

Kelly Hannigan, CFO/Treasurer Stephen Hoffman, Purchasing Assistant

Cost: \$63.88 2/8/24 1t (10824139)

Isy. Cumberland

New York/New Jersey **GANNETT**

Agency:

County of Salem 110 5Th ST # 400 Salem NJ 08079-1073

Acct: 1122172

Client:

County of Salem 110 5Th ST # 400 Salem NJ 08079-1073 Acct: 1122172

This is not an invoice

Order#	Advertisement / Description	Columns x Lines x Insertions	Rate per Lines	Cost
9799041 NOTICE FOR REQUEST FOR PROPOSALS FOR COMPETITIVE CONTRACTING	1 x 90.00 x 1	\$0.31	\$48.90	
	Notice is here			
		Net Total Due:		\$48.90

	Check #:
	Date:
CERTIFICATION BY RECEIVING AGENCY I, HAVING KNOWLEDGE OF THE FACTS, CERTIFY AND DECLARE THAT THE GOODS HAVE BEEN RECEVIED 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.	CERTIFICATION BY APPROVAL OFFICIAL I CERTIFY AND DECLARE THAT THIS ORDER CONFIRMATION IS CORRECT, AND THAT SUFFICIENT FUNDS ARE AVELABLE TO SATISFY THIS CLAIM. THE PAYMENT SHALL BE CHARGEABLE TO: APPROPRIATION ACCOUNT(S) AND AMOUNTS CHARGED: P.O.#
SIGNATURE:	SIGNATURE:
TITLE:DATE:	TITLE:DATE:
CLAIMANT'S CERTIFICATION AND DECLARATION: DO SOLEMNLY DECLARE AND CERTIFY UNDER THE PENALTIES	OF THE LAW THAT THIS ORDER CONFIRMATION 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: 02/08/2024

Federal ID #: 061032273

PO#:

Signature:

Official Position: Clerk

Kindly return a copy of this order confirmation with your payment so that we can assure you proper credit.

Daily Journal

Gannett New York-New Jersey LocaliQ PO Box 6312102, Cincinnati, OH 45263-1202

AFFIDAVIT OF PUBLICATION

Order Number: 9799041

STATE OF WISCONSIN Brown County

Of the **Daily Journal**, a newspaper printed in Freehold, New Jersey and published in Vineland, in State of New Jersey and Cumberland County, and of general circulation in Cumberland County, who being duly sworn, deposeth and saith that the advertisement of which the annexed is a true copy, has been Published in said newspaper in the issue:

02/08/2024

Legal Clerk

Notary Public State of Wisconsin County of Brown

My commission expires

NANCY HEYRMAN Notary Public State of Wisconsin

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By order of the Salem County Board of Commissioners, Benjamin H. Laury, Commissioner Director.

Kelly Hannigan, CFO/Treasurer Stephen Hoffman, Purchasing Assistant Ptr Fee: \$28.21



Agency:

0.4

County of Salem 110 5Th ST # 400 Salem NJ 08079-1073 Acct: 1122172

CHARGED IS A REASONABLE ONE.

Date: 02/08/2024

Signature:

Client:

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Federal ID #: 061032273

Official Position: Clerk

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	Notice is here			
		Net Total Due:		\$48.90
			PO #:	
			Check #:	
			Date:	
I, HAVING MEDECLARE TO SERVICES SPECIFICAL CERTIFICAL		CERTIFICATION BY APPROVAL I CERTIFY AND DECLARE THAT CORRECT, AND THAT SUFFICIE SATISFY THIS CLAIM. THE PAYN TO: APPROPRIATION ACCOUNT(S)	THIS ORDER CONFIRENT FUNDS ARE AVELAMENT SHALL BE CHAR	ABLE TO RGEABLE
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Kelly Hannigan, CFO/Treasurer Stephen Hoffman, Purchasing Assistant

Ptr Fee: \$28.21



REQUEST FOR PROPOSAL (RFP)

Request for Proposal

FOR PROVIDING INDUSTRY FOCUSED TRAINING & NTERNSHIP PROGRAM SERVICES FOR IN-SCHOOL YOUTH IN CUMBERLAND COUNTY BY MEANS OF THE CUMBERLAND, SALEM, CAPE MAY COUNTY WORKFORCE DEVELOPMENT BOARD

RFP# 24-0001

Date Thursday, February 8, 2024 L1:00 AM prevailing time

Salem County Purchasing Department

Kelly Hannigan, CFO/Treasurer Stephen Hoffman – Purchasing Assistant

Fifth Street Office Complex L10 Fifth Street, Suite 400 Salem, NJ 08079



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Notice to Providers

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By order of the Salem County Board of Commissioners, Benjamin H. Laury, Commissioner Director.

Kelly Hannigan, CFO/Treasurer Stephen Hoffman, Purchasing Assistant

Check	List
-------	------

Read, Initialed and Submitte

Official Bid Proposal	
Affirmative Action Requirements	
Statement of Authority	
Questionnaire	
Equal Employment Opportunity Language	
Corporate Disclosure Statement pursuant to N.J.S.A. 52:25-24.2-Notarized and Raised Seal	

	Consent of Insurance-Notarized and Raised Seal	
Γ	Non-Collusion Affidavit- Notarized and Raised Seal	
Г	Debarment Certification	
П	Acknowledge of Receipt of Addenda Form	
Г	Bid Exceptions	
E I	ITEMS THAT ARE CHECKED BELOW MUST BE SUBMITTED BY CONTRACT AWARD	
Г	Certificates of the Required Insurance naming Salem County Additional Insured	
	New Jersey Business Registration Certificate (Updated September 2018)	
Г	W-9 Taxpayer Identification Number and Certificate	
	Disclosure of Investment Activity in Iran	
П	Disclosure of Contributions to NJ Election Law Enforcement - Notarized and Raised Seal	
	Vendor Information Sheet	
Г	Certification Regarding Lobbying	
E	ITEMS THAT ARE CHECKED BELOW are to be reviewed by the Bidders	
П	Americans With Disability Act of 1990 Language	
Г	General Information and Standard Terms and Conditions	
	Technical Specifications	
	Federal Rider	

e items and/or forms indicated above must be reviewed and/or submitted with your bid. This checklist is provided for informational purposes onl required documentation may not be listed above, and it shall be the responsibility of the bidder to carefully review the complete the bid packet ailiarize themselves with the requirements of the packet, and to submit with their bid all required documentation.

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

me of Company:		
;nature:	Date:	
nt Name:	Title:	

General Information

Bid Submission

Bids shall be submitted on the Bid Form supplied herewith and all pages of this Bid Package, including the necessary forms to be signed, must be initialed in the bottom right-hand corner and returned with the bid. Failure to do so may be cause for rejection of the bid. Bids shall be returned in sealed envelopes addressed to:

County of Salem Purchasing Department 110 5th Street, Suite 400 Salem, New Jersey 08079

It shall be the responsibility of the respondent to ensure that their complete bid submission is delivered to the correct location and at the date and time listed herein. The County accepts no responsibility for bids that are not delivered to the location and/or at the date and time listed herein.

The outermost packaging shall be prominently marked: "For Providing Industry Focused Training & Internship Program Services for In-School Youth in Cumberland County by means of the Cumberland, Salem, Cape May County Workforce Development Board" – RFP # 24-0001. Respondent shall provide one (1) electronic copy, plus one (1) original and

two (2) hard copies of their bid package. The original set shall be clearly marked "original". The County accepts no liability for bids opened or unopened in error due to the absence of such prominent notation.

Contract Form

This bid package, which includes indemnification, insurance, termination and licensing provisions, becomes part of the contract upon the Bidder's signature. The successful bidder shall be required to execute Salem County's approved contract form which includes specific dates and the authorized County of Salem signatures. Where inconsistent, the terms of the County's contract shall prevail. Examples of such contract documents are available in The Salem County Purchasing Department.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done, and materials furnished under this Contract. All bidders shall complete and sign all contract forms. All addenda issued prior to bid receipt date must also be signed and returned with the bid. Bidders are cautioned to fill in all information as requested on the bid form as a basis for making awards. Price information must be clearly indicated on lines provided.

Failure to provide this information shall be cause for rejection of bid as submitted.

Use of the Check List in this package to assure that all documents are submitted is recommended. By submitting a bid the prospective vendor covenants and agrees that it fully understands all obligations and that no cancellation or relief from compliance with these bid specifications because of any misunderstanding or lack of information will be allowed.

Vendor Inquiries

Questions concerning this bid invitation and inquiries from vendors with respect to the specifications may be directed to the Salem County Purchasing Department at (856) 935-7510 ext. 8401 or <u>purchasing@salemcountynj.gov</u>.

Standard Terms and Conditions

1. Terms Governing all Contracts

- 1.1 Unless the bidder is specifically instructed otherwise in this bid packet, the following terms and conditions shall apply to all contracts or purchase agreements made with the County of Salem. These terms are in addition to the terms and conditions set forth in the contract form and should be read in conjunction with same unless the bid packet specifically indicates otherwise. In the event that the bidder would like to present terms and conditions that are in conflict with either these terms and conditions or those set forth in the contract, the bidder must present those conflicts in an attached document clearly marked "Conflicts with Terms and Conditions" for the County of Salem to consider. This document must be attached to the bid packet and must be signed and dated by an official of the proposing company. Any conflicting terms and conditions that the County of Salem is willing to accept will be reflected in an addendum to the bid packet. The County's terms and conditions shall prevail over any conflicts set forth in a bidder's proposal that were not submitted through the above process and approved by the County. Nothing in these terms and conditions shall prohibit the County Solicitor from amending a contract when the Solicitor determines it is in the best interests of the County.
- 1.2 Exceptions to Specifications Exceptions, if any, to the specifications, shall be noted on the Proposal Form, and must be detailed in writing at the time of the bid. Exceptions to the specifications must be marked on the "Bid Exceptions Form" provided within. The form must be signed and dated by an official of the organization. Please note that proposals received without any exceptions noted shall be assumed to be in complete compliance with the specifications. It should be noted that failure to list "Exceptions to Specifications" shall in no way provide relief to vendors providing services which do not meet the technical specifications. Vendors found to be supplying services which are not identified as "Exceptions to Specifications" shall be subject to legal action.
- 1.3 Addenda Each and every request for interpretation of these specifications shall be made in writing, addressed and forwarded to the Salem County Purchasing Agent, who may send written instructions to the prospective bidders in the form of addenda. If an addendum is issued, prospective bidders shall acknowledge receipt of such on the form provided within this bid document, entitled "Acknowledgment of Receipt of Addenda", and must return this form

- with their submission. Failure to acknowledge and return with your submission the receipt of any issued addenda for this bid on the "Acknowledgement of Receipt of Addenda" form provided in this bid document shall be cause for your bid to be rejected. N.J.S.A. 40A:11-23.2.e.
- 1.4 **Oral Instructions** Neither the County of Salem nor its 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.
- 1.5 **Reservations** The County of Salem reserves the right to reject any or all bids, if necessary, or to waive any informalities in the bids, and unless otherwise specified by the bidder, to accept any item, items or services in the bids should it be deemed in the best interest of the County to do so. The Board of County Commissioners also reserves the right to split bids, award individual items, or to award groups of items and categories of items.
- 1.6 Time for Making Awards The County of Salem normally awards contracts or rejects all bids within thirty (30) days, but in no case more than 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 bids held for consideration for a longer period.
- 1.7 **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. Where a brand name, trade name, or other references using a manufacturer's name or terms appear 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 the "Exceptions to Specifications" document. For the purpose of evaluation, where an equivalent product is being bid, the bidder must indicate, no matter how slight, any variations
 - 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 bid fully conforms to the specifications in every instance. The decision by the Salem County Purchasing Agent for the County of Salem as to whether a bid alternative or substitute is in fact equal, shall be final and without recourse.
- 1.7 Chemical Abstracts The manufacturer or supplier of a substance or a mixture shall supply the Chemical Abstracts Service number of all the components of the mixture or substance and the chemical name to the County to assure that every container bears a proper label at a County facility. This complies with P.L. 1983, Chapter 315, "Worker Right to Know Act", subsection B, section 14. Further, all applicable Safety Data Sheets (SDS) must be furnished, in legible form, to the County of Salem and included in the response packet and with each shipment of material to the County.
- 1.8 Tie Bids The County of Salem reserves the right to award at their discretion to any one of the tie bidders.
- 1.9 **Signatures** The bid must be signed in ink by a company official in order to be accepted by the County of Salem as a valid bid. Failure to sign the bid may result in your bid being rejected.
- 1.10 Differences The County may, after bids are opened, request from any vendor, clarification of any statement or information contained in their bid. 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 is to be final conclusive.
- 1.11 **Mailed Bids** Bids may be hand delivered or mailed consistent with the provisions of the legal notice to bidder. In the case of mailed bids, the County assumes no responsibility for bids received after the designated date and time and will return late bids unopened.
- 1.12 American Produced Goods Only manufactured and farm products of the United States, wherever available, shall be used under this contract pursuant to N.J.S.A. 40A:11-18. However, the decision of the Salem County Board of County Commissioners will be paramount where a price discrepancy favors the foreign goods or products and said decision does not conflict with the law.
- 1.13 Conflicts of Interest No bidder shall influence, or attempt to influence or cause to be influenced, any County officer or employee to use his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee. No bidder shall cause or influence, or attempt to cause or influence, any County officer or employee to use his/her official capacity to secure unwarranted privileges or advantages for the bidder or any other person.
- 1.14 **Trademark** By submission of the bid, the bidder certifies that the service to be furnished will not infringe upon any valid patent, trademark or copyright and the successful bidder shall, at its expense, defend any and all actions or suits charging such infringement, and will save the County harmless in any case of any such infringement.

2. State Law Requirements

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

- 2.1 Bid Security (Not required for this bid)
- 2.2 **Performance Bond** (Not required for this bid)
- 2.3 Public Works Contractor Registration (Not required for this bid)
- 2.4 Prevailing Wage Act (Not required for this bid)
- Business Registration (Required for this bid) Pursuant to N.J.S.A. 52:32-44, the County of Salem is prohibited 2.5 from entering into a contract with an entity unless the bidder and each subcontractor named in the bid have a valid Business Registration Certificate on file with the Division of Revenue. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract: the contractor shall provide written notice, to its subcontractors to submit proof of Business Registration to the contractor; prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State. A contractor, subcontractor or supplier who fails to provide proof of Business Registration or provides false Business Registration information shall be liable to a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00 for each Business Registration not properly provided or maintained under a contract with a contracting agency. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at https://www.state.nj.us/treasury/revenue/busregcert.shtml.
- 2.6 **Anti-Discrimination** (Required for this bid) All parties to any contract with the County of Salem agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued there under are hereby incorporated by reference.
- 2.7 Pay to Play Prohibitions (Required for this bid) Pursuant to N.J.S.A. 19:44A-20.13 et seq. (L.2005, c. 51), and specifically, N.J.S.A. 19:44A-20.21, it shall be a breach of the terms of the contract for the business entity to: make or solicit a contribution in violation of the statute; knowingly conceal or misrepresent a contribution given or received; make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor, or to any State or county party committee; engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation; fund contributions made by third parties, including consultants, attorneys, family members, and employees; engage in any exchange of contributions to circumvent the intent of the Legislation; or directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.
- 2.8 Americans with Disabilities Act (Required for this bid) The contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L 101-336, in accordance with 42 <u>U.S.C</u>. 12101, et seq.
- 2.9 **Affirmative Action Law** (Required for this bid) In accordance with Affirmative Action Law, P.L. 1975, c.127 (N.J.A.C. 17:27) with implementation of July 10, 1978, successful bidder must agree to obtain individual employer certification and number and complete Affirmative Action employee information report.
- 2.10 Corporate Disclosure (Required for this bid) 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 bid, 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).
- 2.11 Financial and Ability Verification The County, pursuant to the Local Public Contracts Law, N.J.S.A. 40A: 11-1 et seq., may require from any person proposing to Bid heron a statement showing his financial ability and experience in performing public work before furnishing him with the Contract Documents, therefore, and if not satisfied with the sufficiency of the statement, may refuse the Contract Documents to him.

2.12 Indemnification (Required for this bid) - To the extent that state and/or federal laws limit the terms and conditions of this Section, it shall be deemed so limited to comply with such state and/or federal laws. To the fullest extent permitted by law, (Contractor, i.e. Indemnitor) shall indemnify and hold harmless Salem County], its affiliates and their respective members, employees, agents and representatives (collectively, the "Indemnified Parties" and each an "Indemnified Party") from and against liabilities, claims, damages, losses, including but not limited to economic losses, demands, penalties, fines, judgments, actions and expenses, including but not limited to attorneys' fees, legal costs and legal expenses, [including those brought by or related to the Indemnitor's own employees, servants, agents or workmen such that the Indemnitor waives any immunity under any workers' compensation, disability benefit or other employee benefit acts or statutes for the purposes of this Section] provided that such liability, claim, damage, loss, demand, judgment, action or expense or penalty or fine [(1) allegedly or actually arises out of, is connected to, or results from performance of or failure to perform the work under this Contract by the Indemnitor, or the Indemnitor's agents, employees, sub tier contractors and suppliers (collectively, "Indemnitor Parties"), or (2) is connected with any accident or occurrence which happens or is alleged to have happened (a) in or about the place where such work is or was performed, (b) while the Indemnitor Parties are performing the work, or (c) while any of the Indemnitor Parties' property, work in progress, equipment or personnel are in or about such place or the vicinity where the accident or occurrence took place, or (3) arises out of any professional services, and, for each of the preceding, regardless of whether or not such liability, claim, damage, loss, demand, penalty, fine, action or expense is caused or alleged to have been caused in part by the Indemnified Parties.

However, this indemnification provision shall not apply to an Indemnified Party that is an architect, engineer, surveyor or its agents, servants or employees (collectively, "Engineers") for any liability, claim, damage, loss, demand, action or expenses caused by the Engineers sole negligence arising out of: (1) the preparation or approval by the Engineers of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Engineers provided such giving or failure to give is the primary cause of the liability, damage, claim, loss, demand, action or expense.

The obligations of this Section shall not be construed to negate, abridge, or reduce other rights, obligations or indemnity which would otherwise exist as to a party or person described in this Section.

This Section shall survive the termination of this Contract.

federal laws. To the fullest extent permitted by law, (Contractor, i.e. Indemnitor) shall indemnify and hold harmless Salem County], its affiliates and their respective members, employees, agents and representatives (collectively, the "Indemnified Parties" and each an "Indemnified Party") from and against liabilities, claims, damages, losses, including but not limited to economic losses, demands, penalties, fines, judgments, actions and expenses, including but not limited to attorneys' fees, legal costs and legal expenses, [including those brought by or related to the Indemnitor's own employees, servants, agents or workmen such that the Indemnitor waives any immunity under any workers' compensation, disability benefit or other employee benefit acts or statutes for the purposes of this Section] provided that such liability, claim, damage, loss, demand, judgment, action or expense or penalty or fine [(1) allegedly or actually arises out of, is connected to, or results from performance of or failure to perform the work under this Contract by the Indemnitor, or the Indemnitor's agents, employees, sub tier contractors and suppliers (collectively, "Indemnitor Parties"), or (2) is connected with any accident or occurrence which happens or is alleged to have happened (a) in or about the place where such work is or was performed, (b) while the Indemnitor Parties are performing the work, or (c) while any of the Indemnitor Parties' property, work in progress, equipment or personnel are in or about such place or the vicinity where the accident or occurrence took place, or (3) arises out of any professional services, and, for each of the preceding, regardless of whether or not such liability, claim, damage, loss, demand, penalty, fine, action or expense is caused or alleged to have been caused in part by the Indemnified Parties.

However, this indemnification provision shall not apply to an Indemnified Party that is an architect, engineer, surveyor or its agents, servants or employees (collectively, "Engineers") for any liability, claim, damage, loss, demand, action or expenses caused by the Engineers sole negligence arising out of: (1) the preparation or approval by the Engineers of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Engineers provided such giving or failure to give is the primary cause of the liability, damage, claim, loss, demand, action or expense.

- The obligations of this Section shall not be construed to negate, abridge, or reduce other rights, obligations or indemnity which would otherwise exist as to a party or person described in this Section.

 This Section shall survive the termination of this Contract.
- 2.13 Political Contribution Disclosure The successful vendor will be awarded this contract based on merits and abilities of that vendor to provide the goods and services as described herein. In the event this contract is not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq., the undersigned will hereby attest that vendor, its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one year period preceding the award of the contract that would, pursuant to P.L. 2004, C19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the County of Salem if a member of that political party is serving in an elective public office of that County when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Salem County when the contract is awarded.
 - N.J.S.A. Statue 34: 9-2 Resident citizens to be preferred in employment on public works. In the construction of any public work for the state, or any county, city, township, borough, or other municipal corporation or any board, committee, commission or officer thereof, whether the same be a building, excavation, sewer, or drainage construction, road building, paving, bridge, or any other form or kind of public work, preference in employment thereon shall be given to citizens of the State of New Jersey who have resided and maintained domiciles within the State for a period of not less than one (1) year immediately prior to such employment. Persons other than citizens of the State may be employed when such citizens are not available. Every contract for the construction of public works shall provide that if this section is not complied with the Contract shall be voidable at the instance of the State or County. All boards, officers, agents or employees having the power to enter into contracts which provide for the expenditure of public money on public works, shall file in the Office of the Commissioner of Labor the name and address of all Contractors holding Contracts with the state, or any county, or municipal corporation, or with any board, committee, commission or officer thereof. Upon the demand of the Commissioner a Contractor shall furnish a list of name and address of all his or its Sub-contractors. Each Contractor performing work for the state, or for any county, or municipal corporation, or for any board, committee, commission, or officer thereof shall keep a list of his or its employees, stating whether they are native born citizens or naturalized citizens, and in case of naturalization, the date thereof and the name of the court in which granted. Any person, firm, or corporation violating the provisions of this section shall be deemed and adjudged a disorderly person, and upon conviction shall be punishable by a fine of not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00) or by imprisonment of not less than thirty days (30) nor more than ninety days (90), or by both such fine and imprisonment.
- 2.14 **Disclosure of Contributions to New Jersey Election Law Enforcement Commission (ELEC)** (Required for this bid) Bidders are advised that of the responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) if the bidder receives contracts in excess of \$50,000 from public entities in a calendar year. It is the Bidder'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.
- 2.15 Disclosure of Investment Activities in Iran (Required for this bid)
 - 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 with its proposal will result in the rejection of the proposal as nonresponsive and preclude the award of a contract to said bidder

N.J.S.A. 19:44A-20.27 establishes a new disclosure requirement for business entities. It requires that, when a business entity has received in any calendar year \$50,000 or more in public contracts with public entities, it must file an annual report with the Election Law Enforcement Commission (ELEC). The report shall disclose any contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind:

- To a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts; or
- To a political party committee, legislative leadership committee, political committee or continuing political committee.

The report will include all reportable contributions made by the business entity during the 12 months prior to the reporting deadline. ELEC will be promulgating a form and procedures for filing commencing in January 2007. ELEC can also impose fines for failure to comply with this requirement.

While the local unit has no role in this process, it is recommended that all bid or proposal specifications and contracts should include language notifying business entities of their potential obligation under the law. Such language could read as follows:

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

3. Insurance (Required for this bid)

- 3.1 The successful vendor shall not commence any work in connection with the awarded contract until all of the following types of insurance have been obtained and the Solicitor for the County or Risk Management Consultant of Salem has approved the insurance policies. All insurance policies shall be obtained from an insurance company authorized to conduct business in the State of New Jersey and one that maintains an office in the State of New Jersey. The vendor shall furnish proof of insurance coverage by Certificate of Insurance accompanying the contract documents and shall name the County of Salem as additional insured (see paragraph below) on a primary and non-contributory basis. Additional insured status shall apply to General Liability, Automobile Liability and Umbrella (Excess) policies. Such Certificate of Insurance shall provide that the insurance company gives the County of Salem thirty (30) days prior notice of any changes or cancellation terms of such policies during the period of coverage. The County of Salem shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of any such deductible shall be the sole responsibility of the vendor providing such insurance.
- 3.2 The bidder'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.
- 3.3 On any construction, reconstruction, alteration, or similar project, the Contractor shall require each Subcontractor to carry insurance coverage equal to or exceeding the type and level of coverage required to be carried by the Contractor. This coverage shall be in addition to the coverage carried by the Contractor and shall list the County of Salem Additional Insured on the policy.
- 3.4 It shall be the responsibility of the successful vendor to maintain in force such insurance policies named herein during the life of this contract.
 - Workers' Compensation and Employer's Liability: including Occupational Diseases, shall be required of the successful vendor, covering its employees engaged in the work, in accordance with the statutory requirements of the laws of the State of New Jersey. The Worker's Compensation Insurance Policy shall contain an Employee's Liability endorsement providing limits of not less than statutory requirements, provided in the State in which the work is to be performed and elsewhere as may be required and shall include:

Workers' Compensation Coverage: Statutory Requirements Employers Liability Limits not less than:

- Bodily Injury by Accident: \$100,000 Each Accident
- Bodily Injury by Disease: \$100,000 Each Employee
- Bodily Injury by Disease: \$500,000 Policy Limit
- Includes coverage for sole proprietors, partners, members or officers working at the job site.

3.4.2 Commercial General Liability: Provided on ISO form CG 00 01 04 13 or an equivalent form including Premises - Operations, Independent Contractors, Products/Completed Operations, Broad Form Property Damage, Contractual Liability, and Personal Injury and Advertising Injury.

Occurrence Form with the following limits:

■ General Aggregate: \$2,000,000

Products/Completed Operations Aggregate: \$2,000,000

Each Occurrence: \$1,000,000

Personal and Advertising Injury: \$1,000,000

3.4.3 Automobile Liability:

Coverage to include All Owned, Hired and Non-Owned Vehicles (or "Any Auto/Vehicle"), if you do not have any Owned Vehicles, you are still required to maintain coverage for Hired and Non-Owned Vehicles as either a stand-alone policy or endorsed onto the Commercial General Liability policy above.

• Per Accident Combined Single Limit \$1,000,000

3.4.4 Commercial Umbrella/Excess Liability:

Policy(ies) to apply on a Following Form Basis of the following:

- Commercial General Liability,
- Automobile Liability, and
- Employers Liability Coverage.
- Minimum Limits of Liability
- Occurrence Limit: \$5,000,000
- Aggregate Limit: \$5,000,000

ADDITIONAL INSURED:

Salem County, 110 5th Street, Salem, NJ 08079 (including Affiliates) shall be named as an ADDITIONAL INSURED on all liability policies (General Liability, Automobile Liability and Umbrella (Excess), except Workers' Compensation and Professional Liability, for ongoing operations and completed operations on a primary and non-contributory basis.

WAIVER of RIGHTS OF SUBROGATION:

The contractor shall waive all rights of recovery, where allowed by law, against Salem County and all the additional insured for loss or damage covered by any of the insurance maintained by the Contractor.

Sample Certificate of Insurance Form

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4. Terms Related to Price and Payment

- 4.1 Carelessness in quoting prices or in preparation of the bid otherwise shall not relieve the bidder. All quotations made on the bid form shall be made with a typewriter, or pen and ink. Any alterations, erasures, and/or white outs shall be initialed in ink by the bidder. Failure to provide all information, and/or failure to initial alterations may cause your bid to be rejected.
- 4.2 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 Salem. 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.
- 4.3 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.
- 4.4 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 Salem of the extended totals shall govern. The

- award of contract will be made on the PRICE and OTHER FACTORS, to the best interest of the County of Salem. However, if for any reason the County of Salem deems it inadvisable to make an award of the item herein described, no award will be recommended, and their decision is to be final and conclusive.
- 4.5 **Quantity** Unless otherwise specified on the Proposal Form or in the Technical Instructions for individual classes of commodities, the quantities listed are approximate only, and the County does not guarantee to purchase any definite, minimum, or maximum quantities.
- 4.6 **Taxes** The County of Salem is exempt from any State sales tax and Federal excise tax. In submitting its bid, the bidder certifies that its total base bid does not include any NJ State Sales Tax.
- 4.7 **Permit Fees-** All bids submitted shall include in the price of any applicable permits or fees required by any other government entity that has jurisdiction to require the same. Vendor awarded the work will be responsible for filing for all permits required to complete the job.
- 4.8 **Payment** A purchase order will be issued for each order from the Salem County Purchasing Department. No other order shall be accepted. With each purchase order, a voucher will be submitted for a Claimant signature. The vendor will sign the voucher and return it to the User Department. Upon receipt of the entire order, the payment will be sent the third Thursday of the following month. Proof of delivery documentation shall be attached to all vouchers submitted for payment. Please note that Salem County vouchers received by 25th day of a month are normally paid the third Thursday of the following month. Promptness in submitting vouchers is of advantage to the vendor. The County shall not be responsible for any late fees or service fees.
- 4.9 New Jersey Prompt Payment Act The New Jersey Prompt Payment Act, N.J.S.A. 52:32-32 et seq., requires state agencies to pay for goods and services within sixty (60) days of the agency's receipt of a properly executed Purchase Order or within sixty (60) days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the County of Salem prior to processing any payments for goods and services accepted by state agencies.

5. Terms Related to Termination/Cancellation

- 5.1 **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.
- 5.2 **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 cancelled portion of the contract.
- 5.3 Cancellation for Unappropriated Funds Salem County's obligation to make payment under this contract is contingent upon the availability of appropriated funds and receipt of revenues from which payment for contract purposes can be made. No legal liability on the part of the County of Salem for payment of any money shall arise unless and until funds are appropriated each fiscal year to the using agency by the County Treasurer and made available through receipt of revenues.

END OF GENERAL INSTRUCTION

Technical Specifications

1. <u>INTRODUCTION</u>

This contract is to Provide Industry Focused Training & Internship Program Services for In-School Youth in Cumberland County by means of the Cumberland, Salem Cape May County Workforce Development Board through a fair and open, competitive contracting process pursuant to N.J.S.A. 40A:11-4.1 et seq.

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 Salem, 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, and 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

Questions Due

Proposal Due Date

Anticipated Governing Body Action

Contract Commencement

Thursday, February 8, 2024

Tuesday, February 27, 2024

Tuesday, April 2, 2024

Tuesday, April 23, 2024

Monday, July 1, 2024

4. PROPOSAL SUBMISSION INFORMATION

a. Submission Date and Time:

Tuesday, April 2, 2024, 11:00 a.m.

One (1) Electronic Copy plus one (1) original and two (2) hard copies must be submitted.

b. Submission Office:

Finance Department, Purchasing Division Salem County Administration Building 110 5th Street, Suite 400 Salem, New Jersey 08079

- 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, Purchasing Division.
- d. The original proposal shall be marked to distinguish it from the Two (2) Copies. Only those RFP responses received prior to or on the submission date and time will be considered.

e. 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.

f. 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.

g. The User Department for these services is:

Salem County Purchasing Department 110 5th Street, Suite 400 Salem, New Jersey 08079

h. County Representative for this Solicitation

Please direct all questions in writing to:

Finance Department, Purchasing Division Salem County Administration Building 110 5th Street, Suite 400 Salem, New Jersey 08079

Attention: Stephen Hoffman, Purchasing Assistant

Voice: (856) 935-7510 Fax: (856) 339-4190

Email: stephen.hoffman@salemcountynj.gov

i. 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(s) shall commence upon award by the Cumberland, Salem, Cape May Workforce Development Board and shall be for the period commencing July 1, 2024 and continuing until June 30, 2025.

6. SCOPE OF WORK

A. Cumberland, Salem, and Cape May County Workforce Development Board

The Cumberland, Salem, Cape May Workforce Development Board (WDB) operates in three service delivery areas, and as such has one local area. Consistent with WIOA (Workforce Innovation and Opportunity Act) requirements, the WDB is composed of business leaders throughout the local area, representatives of organized labor, and local agency leaders. Private sector leaders constitute most of the membership. The mission of the WDB is to promote life-long learning by collaborating with businesses, agencies, and organizations to bring education, employment, and training programs together into a workforce development system that provides a means for residents to gain sufficient skills, education, and employment and financial independence. To learn more about the WDB visit https://www.cumberlandcountynj.gov/workforcedevelopment.

B. One-Stop Operator Partner

The One-Stop Operator partner serves Cumberland, Salem, and Cape May counties. The purpose is to oversee the implementation of system-wide workforce development strategies and goals at the service delivery level consistent with the vision and goals set forth by the WDB. The One-Stop Operator's primary charge is to design and implement continuous improvement tools and processes for the one-stop delivery system. The membership is comprised of executive level staff from the core local areal development system partners.

C. One-Stop Career Centers

The cornerstone of the One-Stop Career Center workforce innovation system is the one-stop delivery designed to serve the needs of dual customers, the job seeker and the employer. This delivery system is the mechanism through which programs are integrated. In Cumberland, Salem and Cape May County, this One-Stop system also carries the federal tag line "American Job Centers." The One-Stop service delivery model is a commonsense approach to helping people find the right job or career, training, or educational programs. Job seekers are placed in new environments, get specific skills training, and/or access to training programs. These centers also offer business help with hiring employees, finding qualified candidates, and post job listings.

Entities funded through WIOA shall be a partner in the One-Stop Workforce Development service delivery system. The system is designed to operate as a network of partners, working to enhance education, training, and employment opportunities for specific populations under the guidance of the One-Stop Operator partnership. All providers funded fully or in part with WIOA shall work with partner agencies to provide a holistic approach to customer service.

D. Monitoring

Successful bidders awarded will be monitored by the Cumberland, Salem, Cape May County Workforce Development Board to ensure that program operations and accounting processes are conducted in compliance with WIOA.

E. Work-Based Learning

WIOA requires that not less than 20% of funds must be spent on activities supporting paid and unpaid work experience that have as a component academic and occupational education. This may include summer employment and other employment opportunities available throughout the year such as pre-apprenticeship programs, internships, job shadowing and on the job training opportunities. According to the Training Employment and Guidance Letter WIOA No, 23-14, Operating Guidance for the Workforce Innovation and Opportunity Act, "program expenditures on the work experience program element include wages and stipends as well as staffing costs for the development and management of work experience." These work-based learning strategies must serve as a next step in career development, whether the desired outcome is employment or

enrollment in post-secondary education or advanced training. Therefore, it is required of any grantees to utilize no less than 50% of awarded funds to work experience expenses.

F. Required Program Design Elements

This proposal is seeking a fresh approach to the delivery of In-School Youth services that recognizes the need for continued access to services through the one-stop system delivery model, as required under WIOA, yet offers to bring renewed energy to the process with a focus on effectively serving underserved target populations i.e., those not already being served with similar resources. This approach does not exclude working with our partner agencies to co-enroll participants, but rather seeks to expand beyond that core base to include a greater number of individuals from within the priority of service groups that are not currently receiving services.

G. Program Reporting Requirements

Reporting requirements shall include both program and financial reports and will include but not limited to the following:

- 1. Invoices for services and related expenses **SHALL BE BILLED BI-MONTHLY**. Invoices are due by the 30th of the odd month for the two months prior. For contracts beginning July 1, the first invoice will be due September.
- 2. WIOA does not require the use of accrual accounting; however, accrual accounting is required and must be included on all invoices for reimbursement.
- 3. The contractor shall maintain sufficient documentation on file in their offices to support invoices and make such documentation available for review by authorized WDB staff or their auditors. The contractor will be required to attach detailed documentation to support invoice costs.
- 4. Reporting administration costs separate from Program Costs consistent with federal cash management policies and procedures.
- 5. A monthly youth count for active participants is due on the 1st of each month for the previous month. This information is to be emailed to the contract manager.
- 6. WDB reserves the right to adjust reporting requirements, upon mutual agreement with the contractor, if such adjustments are deemed necessary to meet program objectives.
- 7. Contractors must maintain hard copies in compliance with rules and regulations, and WDB procedures and policies.
- 8. Contractors must comply with all established reporting requirements, ensuring accurate and timely submissions (see item J).

H. File Records, Retention, and Ownership

Data accuracy is critical to the success of the program. The information provided is utilized to gain program funding and to support the need for services. Data validation is required annually and reported to the United States Department of Labor. This is a process for matching evidence of services to the data provided. If there is a high error rate for reporting data, the state will lose the funds which provide substantial services to the residents of Cumberland, Salem, and Cape May counties.

I. Mandatory Meetings

1. Youth Services Provider Meeting – before the award cycle begins this meeting will introduce grantees to WDB policies and procedures. Grantees will also be able to ask questions prior to starting the

- programs. Attendees must include One Stop administrator, supervisor, and youth counselor, grantee supervisor, program director and anyone from the organization working directly with the program.
- 2. Workforce Development System Committee The vendor shall designate a staff person to represent the service provider at the Youth Counsel and Adult Literacy & Education partner meetings in Cumberland, Salem, and Cape May counties. The contractor shall ensure consistent attendance at assigned quarterly meetings. A report must be given at that time on progress made, challenges encountered and best practices.

J. Corrective Action

The Cumberland, Salem, and Cape May County Workforce Development Board reserves the right to conduct monitoring and evaluation of the performance provided under this agreement. The WDB will notify the contractor in writing of any deficiencies noted during such review and may withhold or disallow payments as appropriate based on such deficiencies. The WDB will provide technical assistance to the contractor in correcting the deficiencies noted. The WDB may conduct follow-up visits to review previous deficiencies and to assess the efforts made to correct them. If such deficiencies persist, WDB reserves the right to terminate the contract at any time.

K. Scope of Work

The Workforce Innovation and Opportunity Act (WIOA) became law on July 22, 2014, and supersedes Titles I and II of the Workforce Innovation Act of 1998 (WIA) and amends the Wagner-Peyser Act of 1933 and the Rehabilitation Act of 1973. The Departments of Labor and Education published a set of regulations for implementing WIOA. These WIOA Final Rules were made public on July 1, 2016, and the rules covering the Title I youth formula program became effective October 18, 2016. 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 is 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 County of Cumberland has been designated as the administrative entity and grant recipient for the Workforce Innovation and Opportunity Act. The Cumberland, Salem, Cape May Workforce Development Board has been authorized to release this Request for Proposal (RFP) to solicit proposals from organizations interested in operating In-School Youth Programs under the Workforce Innovation and Opportunity Act. In School Youth Programs provide comprehensive educational and employment preparation services to eligible youth aged sixteen (16) to twenty-one (21) in the counties of Cumberland, Salem, and Cape May. (Please view Program Budget Worksheet Attachment A)

Youth Programs should be integrated into a comprehensive strategy for addressing each person's educational and employment needs. A comprehensive strategy should be based on developing the skills each youth needs to become an active part of the community. It should be the intent of the proposed training to enhance the job prospects of eligible in school youth residents of Cumberland, Salem, and Cape May Counties and to focus on work experience-based programming in the sectors of:

Advanced Manufacturing

- Healthcare
- Hospitality
- Transportation
- Logistics and Distribution
- Trades (HVAC, Electrical, Plumbing)

Recruitment for WIOA Youth programs is the vendor and youth counselor's responsibility. This collaboration develops the partnership between both parties and the community.

Each WIOA Youth program participant must be enrolled. Enrollment requires the collection of information to support eligibility determination, objective assessment, initial individual service strategy (ISS) and participation in any of the fourteen (14) youth program elements. The fourteen program elements are as follows and detailed in Program Elements (Attachment B):

- Tutoring
- Alternative School Services
- Paid and unpaid work experience
- Occupational skill training (Out of School Youth Only)
- Education offered concurrently with 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
- Career exploration services
- Transition services to postsecondary education and training.

The <u>last day to enroll a participant is March 31 of the contract year</u> to ensure adequate time for both services and outcomes.

Youth must receive framework services before being enrolled: eligibility determination, assessment, and ISS. Youth are not considered a participant until they receive the framework services and their first program element service. The youth counselor will inform the provider when a youth is ready to start but it is up to the provider to inform the counselor of the actual start date of services.

All costs for proposal preparation shall be borne by the applicant. The County shall not be liable for any precontractual expenses incurred by the applicant in preparation 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.

New Jersey Law (C-34:15 C-10.2) requires the creation of the Eligible Training Providers List (ETPL) and states that "[no training provider who is not an approved training provider included on the [ETPL] shall receive any federal job training funds or State job training funds."

Youth providers who are offering services through a contract directly with the Cumberland, Salem, Cape May Workforce Development Board are considered "grantees" and must be listed on the ETPL. During your grant application, your school/organization can be added to the ETPL in "pending" status. This means your account is not yet approved and is not visible to the public. If you are awarded a grant, you must submit an official ETPL application that includes a copy of your grant award letter or contract. Your ETPL account will then be switched from pending status to approved status and will be visible to the public. For services not offered directly by the youth provider, each organization must be listed on the ETPL. Any contract entered between the contractor and the Cumberland, Salem, Cape May Workforce Development Board shall be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law.

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

All contracts awarded pursuant to this RFP shall be hybrid cost reimbursement and performance-based contracts as follows. Payments will be incremental based on progression in the program and accomplishments achieved.

Marketing Requirements/Stevens Amendment

What does the Stevens Amendment require? The text of the amendment reads: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds included in this act, shall clearly state—(1) the percentage of the total costs of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources

The following statement is an approved declaration which may be used by a grantee on all marketing and advertising materials:

"These services are funded in part by the NJ Department of Labor with funds from the US Department of Labor through the Workforce Innovation and Opportunity Act."

Priority of Service

Service providers should have priority of service for high school students at risk of dropout.

Services are to be provided to youth in Cumberland County only.

A minimum of 20 participants are to be served.

Program Elements

WIOA requires that the Workforce Development Board (WDB) make 14 program elements available in their local area. While each youth does not have to receive all 14 program elements, they must receive all elements that are appropriate and would assist them in meeting their goals. To support the attainment of a secondary school diploma or its recognized equivalent, entry into postsecondary education or training, and career readiness, youth programs shall provide elements in **Attachment B**.

WIOA requires these fourteen elements to be made available to each youth, though they are not expected to participate in each service. Participation is dependent on the results of assessments and the Individual Service Strategy.

For each element, indicate whether the service will be provided directly or by referral. Describe in detail how direct services will be provided. For services not provided directly, specify the agency for which the service is referred. Describe how these efforts will function. Documentation of the partnership between you and the referral agency must be provided. The Required Elements of WIOA Program Chart (Attachment B) must be completed to satisfy this request.

ATTACHMENT A PROGRAM BUDGET WORKSHEET

WIOA In-School Youth Program Budget Worksheet Provider Name: Contract Year: Number of Youth to be Served: (Minimum of 20) **Cost Reimbursement Elements Total Budget** A. Work Experience Cost (Minimum 50% of total budget) Staff Work Experience Wages: \$ Staff Work Experience Fringe Benefits: \$ Youth Work Experience Wages/Stipends: \$ Youth Work Experience Fringe Benefits: \$ Achievement (Incentive) Payments (\$250 to youth upon completions of pre-work requirements) Other (Explain): \$ Other (Explain): **Total Work Experience Costs: B.** Other Program Costs Staff Wages: \$ Staff Fringe Benefits: \$ Facility Costs (rent, utilities, maintenance): \$ Materials/Supplies/Printing: \$ Achievement (Incentive) Payments: \$ Travel: \$ Supportive Services: \$ Other (Explain): \$ **Total Other Program Costs:** \$ Total Eligible for Reimbursement **Performance Payment Elements** Achievement 1: Completion of 75 hours work experience - \$500 per youth \$ \$ Achievement 2: Measurable Skill Gain - \$500 per youth \$ Achievement 3: Placement - \$500 per youth \$ Total Eligible for Performance Reimbursement: \$ **Grand Total for Contact:** \$ Grand Total Per Youth (max \$7,500):

ATTACHMENT B

REQUIRED ELEMENTS OF WIOA YOUTH PROGRAMS

Administration of WIOA Required Youth Elements

Indicate whether the required WIOA Program Element will be provided through this contract, provided by referral, or both. If it is a referral, specify where the youth will be referred to.

	Program Elements	Provided by contract or referral	If referral, to whom
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.		
2	Alternative secondary school services, or dropout recovery services, as appropriate.		
3	Paid and unpaid work experience 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		
4	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.		
5	Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster.		
6	Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate.		
7	Supportive services.		
8	Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months.		

9	Follow-up services for not less than 12 months after the completion of participation, as appropriate.	
10	Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate.	
11	Financial literacy education.	
12	Entrepreneurial skills training.	
13	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.	
14	Activities that help youth prepare for and transition to postsecondary education and training.	

COUNTY OF SALEM (NJ) RIDER FOR PURCHASES FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS

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

I. PROCUREMENT OF RECOVERED MATERIALS

To the extent that the scope of work or specifications in the contract requires the contractor to provide any of the following items, this Section 7.1 of the Standard Terms and Conditions modifies the terms of the scope of work or specification.

Pursuant to 2 CFR 200.322, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds\$ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$ 10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

- 1. Paper and paper products listed in 40 C.F.R 247.10;
- 2. Certain vehicular products as listed in 40 CFR 247.11;
- 3. Certain construction products listed in 40 C.F.R. 247.12;
- 4. Certain transportation products listed in 40 C.F.R. 247.13;
- 5. Certain park and recreation products, 40 C.F.R. 247.14;
- Certain landscaping products listed in 40 C.F.R. 247.15;
- 7. Certain non-paper office products listed in 40 C.F.R. 247.16; and
- 8. Other miscellaneous products listed in 40 C.F.R. 247.17.

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

- waste materials and byproducts which have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process; and
- 2. for purposes of purchasing paper and paper products. means waste material and byproducts that have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process. In the case of paper and paper products, the term recovered materials includes:
 - a. Postconsumer materials such as -
 - Paper, paperboard, and fibrous wastes from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; and
 - ii. All paper, paperboard, and fibrous wastes that enter and are collected from municipal solid waste, and
 - b. Manufacturing, forest residues, and other wastes such as
 - i. Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel in smaller rolls of rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste, resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and
 - li. Finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others;
 - iii. Fibrous byproducts of harvesting, manufacturing, extractive, or wood-cutting processes, flax, straw, linters, bagasse, slash, and other forest residues;
 - iv. Wastes generated by the conversion of goods made from fibrous material (that is, waste rope from cordage manufacture, textile mill waste, and cuttings); and
 - v. Fibers recovered from waste water which otherwise would enter the waste stream.

......Column Break.....

C. For contracts in an amount greater than\$ 100,000, at the beginning of each contract year, contractor shall provide the State estimates of the total percentage of recovered material utilized in the performance of its contract for each of the categories listed is subsection (A). For all contracts subject to this Section 7.1 of the Standard Terms and Conditions, at the conclusion of each contract year, contractor shall certify to the State the minimum recovered material content actually utilized in the prior contract year.

II. EOUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to

employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information,
- (4) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said

7. EVALUATION PROCESS

An evaluation team will review all proposals to determine if they satisfy the Proposal Requirements and evaluate the proposals based upon the Evaluation Criteria. The highest-ranking respondent will then be recommended to the governing body for award of contract, based on price and other factors.

8. CRITERIA FOR EVALUATION OF PROPOSALS

The Competitive Contracting RFP Committee will independently evaluate each submission and selection will be made upon the basis of the criteria listed below (100 points possible):

Cumberland Salem Cape May Workforce Development Board Workforce Innovation and Opportunity Act In-School Youth Programs On behalf of Cumberland County

Program Year 2024-2025 PROPOSAL EVALUATION TOOL

	PROPOSAL EVALUATION TOOL	T .
Item	Question	Score
	Technical Merit (5 points possible)	
	Correct number of copies	
	Correct further of copies Correct font size and double spaced	
1.	The proposal includes a narrative and all attachments	
	Executive Summary (10 points possible)	
	Program structure	
	Capacity to operate	
	Prior program performance Program performance	
	Program outcomes Toward recorded:	
2.	Target population Organizational Chart	
	Organizational Chart The set (10 points possible)	-
	Required 14 Program Elements (10 points possible)	
	• Clear understanding of how agency will provide directly or refer	
	Partnerships/Collaborations On the state of the sta	
3.	• Communication of element start/end dates with workforce development	
	Completion of attachment B	
	Recruitment/Identification of Youth (10 points possible)	
	Recruitment and identification of youth	
	Interaction with school contacts	
	Interaction with County staff in youth eligibility determination and	
	certification	
4.	ISS Development	
	Educational Activities (10 points possible)	
	Description of educational activities	
	Testing instrument	
	Curriculum	
5.	Incentive payment outline	
	Workplace Readiness Activities (10 points possible)	
	Description of how this activity will be delivered	
	Description of when this activity will be delivered	
6.	Incentive payment outline	
	Career Planning Activities (10 points possible)	
	Address key industries in our local plan	
	Description of how this activity will be delivered	
	Description of now this activity will be derivered Documentation to demonstrate achievement	
7.	Incent payment outline	
	1 moont paymont outline	

	Work Experience Activities (15 points possible)		
	Explanation of work experience activities		
	Number of hours and documentation to be used		
	Address barriers identifies through ISS procedures		
	Past work experience sites, if applicable	ll l	
	Wage or incentive payment outline		
8.			
	Performance Outcomes (10 points possible)		
	Need identification		
	Workplace readiness skill proficiency		
	Career awareness and exploration skill proficiency		
	Work experience participation		
	Attainment of secondary school diploma		
	Placement in employment, training, or education		
	Measurable skill gain		
	Follow-up and Retention Activities (5 points possible)		
	Follow up to ensure retention in the quarter after exit		
	Documentation		
9.			
	Cost Efficiency (5 points possible)		
	Reasonable costs		
	• Cost per youth does not exceed \$7,500		
10.	Reasonable level of service		
	Reasonable level of service		
	Total Possible Points = 100		

Indicate Rank (1,2,3):

I hereby certify that I have reviewed the conflict-of-interest standards in the Local Government Ethics Laws (40A:9-22.5), and I do not have a conflict of interest with respect to an evaluation of this proposal. I further certify that I am not engaged in any negotiations or arrangements for prospective employment or association with any of those submitting proposals or their parent or subsidiary organization.

Reviewer's Comments:		
	E .	
Name of Individual Completing Review		
	2.	
Signature	Date	

8. NOTICE OF AWARD

The successful respondent will be notified of the award of contract upon a favorable decision by the governing body at which time the respondent shall be required to execute a contract with the Cumberland Salem Cape May Workforce Development Board.

9. 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.

10. ADDITIONAL REQUIREMENTS

The scope of services rendered under this contract is provided for through a combination of federal and non-federal sources. As such, federal procurement regulations, in addition to those explicitly identified in this RFP, must be adhered to. Attachment "A" made a part of this RFP is the Grant Agreement. All terms and conditions included within this agreement imposed by the Code of Federal Regulations ("CFR") are passed on to the contractor in this instance. Please review this document as well as any references hyperlinks in any clauses therein. Attachment "B" made a part of this RFP is the Notice of Funding Opportunity ("NOFO"), Grant Application, and its formal clarifications/revisions so that the Respondent can understand the <u>current</u> scope of work as of its release as well as any additionally imposed requirements referenced both in the Grant Agreement and in the NOFO. Attachment "C" is a listing of CFR's that apply to this solicitation that may not be specifically addressed in any of the preceding. In addition to these specifications, it is recommended that the Respondent review any FAQ's or other source materials pertaining to the grant program as it may impact how they consider responding to this RFP.

Affirmative Action Requirements

RESPONDENTS ARE REQUIRED TO COMPLY WITH THE REQUIREMENTS OF P.L. 1975, c. 127 (N.J.S.A. 10:5-31, et seq.). See also N.J.A.C. 17:27 et seq.

REQUIRED AFFIRMATIVE ACTION EVIDENCE

- A. **PROCUREMENT & SERVICE CONTRACTS** (which are not subject to a federally approved or sanctioned affirmative action program). All successful vendors must submit within seven (7) calendar days of the notice of intent to award or the signing of the contract, whichever is sooner, one of the following:
 - 1. A PHOTOCOPY OF THEIR <u>FEDERAL LETTER OF AFFIRMATIVE ACTION PLAN</u> APPROVAL
 - 2. A PHOTOCOPY OF THEIR CERTIFICATE OF EMPLOYEE INFORMATION REPORT
 - 3. A COMPLETED AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT AA302
- B. **CONSTRUCTION CONTRACTS** ALL SUCCESSFUL CONTRACTORS MUST SUBMIT <u>WITHIN</u> THREE (3) CALENDAR DAYS OF THE SIGNING OF THE CONTRACT AN <u>INITIAL PROJECT MANNING REPORT AA 201</u> FOR ANY CONTRACT AWARD THAT MEETS OR EXCEEDS THE PUBLIC AGENCY BIDDING THRESHOLD.

COMPANY NAME:	
SIGNATURE:	DATE:
PRINT NAME:	
TITLE:	

Statement	of Aı	utho	rity
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By submitting and signing this Proposal, we certify that we are familiar with all conditions and requirements of this Proposal.

REFP SUBMITTED FOR:
Company:
Address:
Proposal Submitted By:
(Please Print)
(Proposal must be signed to be valid)
Title: Date:
Felephone: Facsimile:
Email Address
Faxpayer Identification Number:
Do you have any exceptions to the specifications? Yes No If yes, list them as required in the section 1.2 of this proposal packet.
Do you have any conflicts with the Terms and Conditions? Yes No If yes, list them as required in the section 1.1 of this proposal packet.

Vendor Information Sheet

Name of Business:	
Physical Address:	
Mailing Address (if different than above):	
Phone:	Fax:
Email:	
Website:	
Contractor's Contact Information:	
Name:	
Business Hours Phone:	Mobile Phone:
After Hours Phone:	Pager:
Contractor's Project Superintendent:	
Name:	
Business Hours Phone:	Mobile Phone:
After Hours Phone:	Pager:
Contractor's Emergency Contact Person:	
Name:	
Business Hours Phone:	Mobile Phone:
After Hours Phone:	Pager:
Name of Accounts Receivable Staff:	

Questionnaire
References: List three (3) public agencies presently or previously contracted to whom you provide or have provided the services as herein specified. Include a contact, telephone number and the number of years serviced. 1)
Year Installed/Service Provided:
2)
Year Installed/Service Provided:
3)
Year Installed/Service Provided:
How many employees does your company presently employ?
How many years has your company been providing this product/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:
Are you agreeable to an interview if requested?

Americans with Disabilities Act

The Contractor and the County do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (The "Act") (42 U.S.C. S12.101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made part of this Contract. In providing any aid, benefit, or service on behalf of the County pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with this Act. In the event the that the Contractor, its agents, servants, or employees, or subcontractors violate or are alleged to have violated this Act during the performance of this contract, the Contractor shall defend the County in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless, the County, 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 his own expense, appear, defend, and pay any and all 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 County's grievance procedure, the Contractor agrees to abode by any decision of the County which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the County or if the County 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 County 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 County or any of its agents, servants, and employees, the County shall expeditiously forward or have forwarded to the Contractor, every demand, complaint, notice, summons, pleading, or other process received by the County or its representatives.

It is expressly agreed and understood that any approval by the County 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 County pursuant to this paragraph.

It is further agreed and understood that the County 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 the 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 constructed to relieve the Contractor from any liability, nor preclude the County from taking other actions available to it under any other provisions of this Agreement or otherwise at law.

Equal Employment Opportunity Language

EXHIBIT A (Revised 04/10)

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

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will 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 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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents: Letter of Federal Affirmative Action Plan Approval, Certificate of Employee Information Report or Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.us/treasury/contract_compliance)

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**.

I, the undersigned, do hereby agree to the terms as outlined in EXHIBIT A (Revised 04/10) from the New Jersey Public Law 1975, c. 127 (NJAC 17:27) MANDATORY AFFIRMATIVE ACTION LANGUAGE FOR GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS in the State of New Jersey.

SIGNATURE		
PRINT NAME	TITLE	
COMPANY		
ADDRESS		

Corporate Disclosure Statement

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.

upmit the required information is cause for automatic rejection of the old or proposition	
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 on ore 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 there 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 compowns a 10 percent or greater interest therein, as the case may be. (SKIP TO PART IV)	pany
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 GRE OR LLC MEMBERS LISTED IN PART II If a bidder has a direct or indirect parent en or greater beneficial interest in the publicly Exchange Commission (SEC) or foreign equivalent that contain the last annual filing equivalent that contain the name and address of publicly traded parent entity, along with the releach such person. Attach additional sheets if Website (URL) containing the last annual sequivalent filing	ntity which is publitraded parent entinivalent filing, own (s) with the federal of each person hold levant page number more space is nee	cly traded, and any person holds a ty as of the last annual federal Sec ership disclosure can be met by prov Securities and Exchange Commission ing a 10% or greater beneficial inters s of the filing(s) that contain the info	a 10 percent curity and viding links to on (or foreign est in the
Please list the names and addresses of each storin any corresponding corporation, partnership a any publicly traded parent entities reference of every noncorporate stockholder, and individe established pursuant to N.J.S.A. 52:25-24.2 has	and/or limited liabiled above. The discluding partner, and me	ity company (LLC) listed in Part II osure shall be continued until name amber exceeding the 10 percent own	other than for s and addresse ership criteria
Stockholder/Partner/Member and	Home Address (for Individuals) or Business Address	
Corresponding Entity Listed in Part II			

my knowledge are tru bidder/proposer; that t contained herein and t contracts with <i>Cumbe</i>	pon my oath, hereby represe the and complete. I acknowled the <i>Cumberland Salem Cap</i> that I am under a continuing that Salem Cape May Wo	dge: that I am authorized to end with a display wit	execute the execut	any attachments thereto to the best of his certification on behalf of the ard is relying on the information fication through the completion of any by the Cumberland Salem Cape May
criminal offense to ma prosecution under the	ake a false statement or miss law and that it will constitu	representation in this certificate a material breach of my ag	ation, and greement	I herein; that I am aware that it is a d if I do so, I am subject to criminal c(s) with the, permitting the t(s) resulting from this certification
void and unenforceab				
Full Name (Print):			Title:	
Signature:			Date:	
Sworn to and subscribe Before me on this				
NOTARY PUBLIC My Commission exp	ires:			
Consent of Insu	rance Coverage			
WHEREAS,	goods and/or services as s	necified herein to the Cou	nty of Sa	as principal, has submitted a alem, and whereas, in order for such

NOW, THEREFORE BE IT KNOWN THAT, if the County of Salem shall accept the proposal of the Principal and the Principal shall enter into a contract with the County of Salem in accordance with the terms of such proposal, we the undersigned, do hereby state that we will provide the principal with insurance coverage as set below:

proposal to be considered, proof of insurance must be submitted therewith;

- A. The insurance to be provided shall be underwritten by a company licensed to conduct business in the State of New Jersey and who also maintains an office in the State of New Jersey.
- B. Comprehensive General Liability insurance in an amount no less than \$1,000,000.00 combined single limit including broad form comprehensive general liability insurance liability endorsement, and \$2,000,000.00 aggregate property damage per accident; and shall include provisions for thirty (30) days prior written notice to the County of Salem of

- any changes, modifications, or cancellation of such coverage. The County of Salem shall be included as an additional named insured.
- C. Comprehensive General Automobile Liability insurance in an amount no less than \$1,000,000.00 combined single limit covering owned, non-owned, or hired vehicles and shall include provisions for thirty (30) days prior written notice to the County of Salem of any changes, modifications, or cancellation of such coverage. The County of Salem shall be included as an additional named insured.
- D. All policies maintained shall name the County of Salem as an additional named insured and shall provide for thirty (30) days prior written notice to the County of Salem of any changes, modifications, or cancellation terms of such policies and we shall provide the Office of the County Counsel with certificates of insurance evidencing such policies and provisions.
- E. All required insurance coverage must be in effect no later than 12:01 A.M., prevailing time, at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions.

PRINCIPAL:

Sworn to and subscribed Before me on this, Day of, 20	(Proposer's Company Name)
	(Authorized Signature for the Principal)
NOTARY PUBLIC	INSURER:
My Commission expires:	

State of
I,
I,
being duly sworn according to law on my oath depose and say that: I am of the firm
being duly sworn according to law on my oath depose and say that: I am of the firm
being duly sworn according to law on my oath depose and say that: I am of the firm
the vendor making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said vendor 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 Salem 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
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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
bona fide established commercial or selling agencies maintained by (N.J.S.A. 52:34-15). (Name of Contractor)
bona fide established commercial or selling agencies maintained by (N.J.S.A. 52:34-15). (Name of Contractor)
Sworn to and subscribed Before me on this
Sworn to and subscribed Before me on this
Before me on this, (Signature of Affiant) Day of,
Before me on this, (Signature of Affiant) Day of,
Before me on this, (Signature of Affiant) Day of,
Day of,
20 (Print Name of Affiant)
NOTARY PUBLIC
My Commission expires:

CERTIFICATION OF NON-DEBARMENT FOR FEDERAL GOVERNMENT CONTRACTS

N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.

	PART I: VENDOR INFORMATION	ON	
Individual or			
Organization Name			
Address of Individual o	r		
Organization			
DUNS Code (if applicable	e)		
CAGE Code (if applicable			
Ch	eck the box that represents the type of busine	ess organ	ization:
☐ For-Profit Con	rporation (any type)	mpany (L	LC) Partnership
PART II – C	ERTIFICATION OF NON-DEBARMENT: I	Individua	al or Organization
from contracting with a separate behalf of the above-name relying on the information through the date of contraction through t	Individual or organization listed above in Part I is federal agency. I further acknowledge: that I am a sed organization; that the Cumberland Salem Cape a contained herein and that I am under a continuing of a contained by Cumberland Salem Cape May Workforce Development Board in writing of a lat it is a criminal offense to make a false statement sect to criminal prosecution under the law and that is a mberland Salem Cape May Workforce Development of the law and that is a combinated to declare any contract(s) results of the law and that is the law and that is a combinated to declare any contract(s) results of the law and that is a combinated to declare any contract(s) results of the law and that is a combinated to declare any contract(s) results of the law and that is a combinated to declare any contract(s) results of the law and that is a combinated to declare any contract(s) results of the law and that is a combinated to declare any contract(s) results of the law and that is a combinated to declare any contract(s).	authorized and May Wood bligation for the May Chang any chang to misrep it will con Board, pe	to execute this certification on arkforce Development Board is from the date of this certification are twelopment Board to notify the test to the information contained presentation in this certification, astitute a material breach of my armitting the Cumberland Salem
unenforceable.		Title:	
Full Name (Print):		Date:	
Signature:		Date.	

PART III - CERTIFICATION	ON OF I	ON-DEBARMENT: Individual or Ent	tity Owning (Greater than 50 Percent of Organization
The Market Street	وتتري		سليد	
Section A (Check the Box the	at applie			
		Below is the name and address of who owns more than 50 percent of		
П		the partnership who owns more th	nan 50 ne	ercent interest therein, or of
L		the member of the limited liability	v compar	ny owning more than 50
		percent interest therein, as the case	se may be	e
Name of Individual or Organi	zation			
Home Address (for Individua				
Business Address				
		OR		
		No one stockholder in the corpora	ation own	ns more than 50 percent of
		its voting stock, or no partner in t	he partne	ership owns more than 50
_		percent interest therein, or no men	mber in t	he limited liability company
		owns more than 50 percent intere		
Section :	B (Skip i	f no Business entity is listed in So	ection A	above)
		Below is the name and address of		
		who owns more than 50 percent of	of the vot	ing stock of the
		organization's parent entity, or of	the paru	ner in the partnership who
, ;		owns more than 50 percent intere or of the member of the limited li	st in the co	organization's parent entity,
		50 percent interest in organization	n's naren	t entity as the case may be
Stockholder/Partner/Member (Owning	30 percent interest in organization	n s paren	to onitity, as the case may see
Greater Than 50 Percent of Pa				
Entity				
Home Address (for Individual)	or			
Business Address		O.D.		
	n	OR	4!4	manation owns more than 50
		No one stockholder in the parent		
		percent of its voting stock, no par owns more than 50 percent intere	ruier III u set thereir	or no member in the
		parent entity limited liability com		
		interest therein, as the case may b		ns more than 50 percent
		Section C - Part III Certification	<u> </u>	16
I hereby certify that no individ	ual or org	ganization that is debarred by the te	deral gov	rernment from contracting
			sted abov	ve in Part I or, if applicable,
owns greater than 50 percent o	f a paren	t entity of	1 Tu	that the Court of Salars is
authorized to execute this certification on behalf of the above-named organization; that the <i>County of Salem</i> is				
relying on the information contained herein and that I am under a continuing obligation from the date of this				
certification through the date of contract award <i>County of Salem</i> to notify the <i>County of Salem</i> in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false				
any changes to the information	in this a	entification and if I do so I am subj	iect to cri	minal prosecution under the
low and that it will constitute a	material	breach of my agreement(s) with the	e <i>Count</i> o	of Salem , nermitting the
County of Salem to declare at	i illaivi läl IV contra	ct(s) resulting from this certification	n void an	d unenforceable.
	iy Conna	od of resulting from this confidence		
with a federal agency owns greater than 50 percent of authorized to execute this certification through the date of any changes to the information statement or misrepresentation law and that it will constitute a	ual or orgenter than f a paren fication of tained he contract contained in this contained material	ganization that is debarred by the feat 50 percent of the Organization list tentity of	deral government of the country of t	the in Part I or, if applicable, arther acknowledge: that I am that the <i>County of Salem</i> is tion from the date of this inty of Salem in writing of I offense to make a false minal prosecution under the of Salem, permitting the

Part IV – CI	ERTIFICATION OF NO)N-DEBARM	ENT: Co	ontractor – Controlled Entities
		Section A		The second second
	Section A Below is the name and address of the corporation(s) in which the Organization listed in Part I owns more than 50 percent of voting stock, or of the partnership(s) in which the Organization listed in Part I owns more than 50 percent interest therein, or of the limited liability company or companies in which the Organization listed above in Part I owns more than 50 percent interest therein, as the case may be.			
Name of B	usiness Entity			Business Address
Add additional sh	eets if necessary			
		OR		
				ot own greater than 50 percent of the
				n greater than 50 percent interest in
	any partnership or any lis			
Sec	tion B (skip if no busine	ss entities are	listed in	Section A of Part IV)
	Below are the names and	d addresses of a	any entiti	ies in which an entity listed in Part III
	A owns greater than 50 percent of the voting stock (corporation) or owns greater than			
	50 percent interest (parti	nership or limit		
Name of Business Entity Controlled by Business Address				
Entity Listed in	Section A of Part IV			
	and the state of t			
Add additional Sh	neets if necessary	0.70		
		OR		
	No entity listed in Part I corporation or owns gre liability company.	II A owns grea ater than 50 per	ter than treent inte	50 percent of the voting stock in any erest in any partnership or limited
	Section	C – Part IV C	ertificati	on
entity that that is deb does not own greater debarred by the fede authorized to execute is relying on the info certification through of any changes to the statement or misrepr the law and that it wi	parred by the federal gover than 50 percent of any en- ral government from contra- te this certification on beha- rmation contained herein a the date of contract award e information contained he esentation in this certificate till constitute a material brea-	nment from contity that in turn racting with a feal of the aboveand that I am und by <i>County of the County of the </i>	ntracting s owns grederal age named or nder a co. Salem to aware that so, I am tement(s)	own greater than 50 percent of any with a federal agency and, if applicable, reater than 50 percent of any entity ency. I further acknowledge: that I am reganization; that the <i>County of Salem</i> ntinuing obligation from the date of this o notify the <i>County of Salem</i> in writing at it is a criminal offense to make a false subject to criminal prosecution under with the <i>County of Salem</i> , permitting tification void and unenforceable.
Full Name (Print):			Title:	
Signature:			Date:	

Business Registration Certificates and Compliance

Revised Contract Language for Business Registration Certificates and Compliance (9-2018)

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

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

Subcontractors named in a proposal or proposal shall provide proof of business registration to the vendor, who in turn, shall provide it to the Contracting Agency prior to the time of contract, purchase order, or another 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.

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

SAMPLES BUSINESS REGISTRATION CERTIFICATES



- (3) 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.
- (4) 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.

Disclosure of Investment Activities in Iran

Person or Entity:	
reison of Littly.	

Part 1: Certification

BIDDERS ARE TO COMPLETE PART 1 BY CHECKING EITHER BOX.

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, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the N.J. Division of Purchase and Property website at 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 may render a bidder's proposal non-responsive. If a person or entity is found to be in potential violation of law, the matter shall be referred to the State Attorney General who shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX:

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 <u>listed</u> 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 on its behalf. I will skip Part 2 and sign and complete the Certification below.

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 sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2 - Additional Information

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 activates in Iran on additional sheets provided by you.

Part 3: Certification

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. Lattest that Lam authorized to execute this certification on behalf of the above-referenced person or entity. Lacknowledge that the Contracting Unit is relying on the information contained herein and thereby acknowledge that Lam under a continuing obligation from the date of this certification through the completion of any contracts with the Contracting Unit to notify the Contracting Unit in writing of any changes to the answers of information contained herein. Lacknowledge that Lam aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if Ido so, Lrecognize that Lam subject

to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Contracting Unit and that the Contracting Unit at its option may declare any contract(s) resulting from this certification void and unenforceable.

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

DISCLOSURE OF CONTRIBUTIONS TO NEW JERSEY ELECTION LAW ENFORCEMENT COMMISSION AFFIDAVIT IN ACCORDANCE WITH N.J.S.A. 19:44A-20.27

STATE OF)				
COUNTY OF)	SS:			
Ι,	Jame)	, of fi	ull age, being duly	sworn accordin	g to
law, on my oath depose	,	n			
and the same depose			sition, etc.)		
of the firm of					
the Bidder, making the I					
(ELEC) pursuant to <i>N</i> . calendar year. I further a that all statements conta	J.S.A. 19:44A-2 acknowledge that ined in said Proon the truth of	0.27 if in receipt of at business entities ar posal and in this Affithe statements contains	contracts in excert solely responsibilities and	ess of \$50,000.0 ble for determini I correct, and ma	Enforcement Commission 00 from public entities in a ng if filing is necessary and de with full knowledge that statements contained in this
(Signature)			-		
(Type of print name of a	uffiant)		-		
Subscribed and sworn to	before me this	day of		, 20	
		7.		[SEAL]	
Notary Public, State of					
My commission expires					

CERTIFICATION REGARDING LOBBYING

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

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

extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

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

The Contractor,	certifies or affirms the truthfulness and accuracy of each statement
of its certification and disclosure, if any. In addition	on, the Contractor understands and agrees that the provisions of 31
U.S.C. § 3801 et seq., apply to this certification an	
Signature of Contractor's Authorized Official	
Name and Title of Contractor's Authorized Official	al
Date	

Acknowledgment of Re	eceipt of Addenda		
The undersigned Vendor her	reby acknowledges receipt of th	e following Addenda:	
Addendum Number	<u>Dated</u>		
-	n .		
	V		
-	N 		
-	(
☐ No addenda were recei	ived		
Acknowledged for:	(Name of Vendor)		
By:(Signature of	Authorized Representative)		
Name:			
Title:		Ē	

FAILURE TO ACKNOWLEDGE AND RETURN WITH YOUR PROPOSAL SUBMISSION THE RECEIPT OF ANY ISSUED ADDENDA FOR THIS PROPOSAL ON THIS ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM SHALL BE CAUSE FOR YOUR PROPOSAL TO BE REJECTED. N.J.S.A. 40A:11-23.2.e.

BID EXCEPTIONS FORM

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

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

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

Do you have any exceptions.	exceptions to	the specific	eations? Yes_	Nc)	If yes, 1	note and	d descri	be belo	ow y	our
EXCEPTION #	1:_Describe	here with	n specificity	the	exact	nature	of yo	our Exc	ception	#	1:
Describe here wi	th specificity	how with l	Exception #	1 you	ır bid	still me	ets the	require	ements	of t	his
EXCEPTION #	2: Describe	here with	h specificity	the	exact	nature	of y	our Ex	ception	#	2:
Describe here wi	th specificity	how with	Exception #	2 you	ır bid	still me	ets the	require	ements	of t	his
								Fra		#	2.
EXCEPTION #	3: Describe	here with	h specificity	tne	exact	nature	or y	our Ex	ception	#	<i>J</i> .
Describe here wi specification:	ith specificity	how with	Exception #	3 you	ır bid	still me	ets the	require	ements	of t	his
											_



PUBLIC NOTICE OF AWARDS

PUBLIC NOTICE OF CONTRACT AWARDS

The Board of County Commissioners of Combertand County and the Board of County Commissioners of Salam County has arranged the following contracts in accordance with competitive contracting procedures pursuant to NL/S.A. 40A:11-4 1 et sig. These contracts and the resolutions authorizing tirem are available for outle expectage at the Combertand County Finance Department Psychologic Division located at 164 V. Board St. Bridgelon, NJ 08302, or Fifth Street Office Complex, 110 Fifth Street, State 400, Salem, NJ 08079

CONTRACT TITLE: FOR PROVIDING IN SCHOOL YOUTH INDUSTRY FOCUSED TRAINING INTERNSHIP PROGRAM SERVICES FOR

CUMBERLAND COUNTY, RFP#24-0001 AWARDED TO: Cumberland WORKS

EST. AWOUNT OF AWARD: \$150,000

CONTRACT PERIOD; July 1, 2024 to June 30, 2025 with the option of three one-year renewals.

CONTRACT TITLE: FOR PROVIDING ONE STOP CAREER SERVICES WIQATITLE 1-B ADULT, DISLOCATED WORKER AND YOUTH SERVICES FOR CUMBERLAND, SALEM, AND CAPE MAY COUNTY BY MEANS OF THE CUMBERLAND, SALEM, CAPE MAY COUNTY WORKFORCE DEVELOPMENT BOARD, RFP# 24-6002 AWARDED TO: Cumberland County Employment and Training

EST, AMOUNT OF AWARD: \$1,302,000

CONTRACT PERIOD: July 1, 2024 to June 30, 2025 with the option of three one-year renewals.

CONTRACT TITLE: FOR PROVIDING ONE STOP CAREER SERVICES WIGA TITLE 1-B ADULT. DISLOCATED WORKER AND YOUTH SERVICES FOR CUMBERLAND, SALEM, AND CAPE MAY COUNTY WORKFORCE DEVELOPMENT BOARD RFP# 24-0002

AWARDED TO: Salem Board of Social Service

EST, AMOUNT OF AWARD: \$363,000

CONTRACT PERIOD: July 1, 2024 to June 30, 2025 with the option of three one-year renewals,

CONTRACT TITLE: FOR PROVIDING ONE STOP CAREER SERVICES WIQA TITLE 1-B ADULT, DISLOCATED WORKER AND YOUTH SERVICES FOR CUMBERLAND, SALEM, AND CAPE MAY COUNTY WORKFORCE DEVELOPMENT BOARD, REP# 24-0002

AWARDED TO: Cape May County Department of Human Services/Division of Worklorge Development

EST. AMOUNT OF AWARD: \$1,468,900

CONTRACT PERIOD: July 1, 2024 to June 30, 2025 with the option of three one-year renewals.

CONTRACT TITLE: FOR PROVIDING IN SCHOOL YOUTH INDUSTRY FOCUSED TRAINING INTERNSHIP PROGRAM SERVICES FOR CAPE MAY COUNTY, RFP#24-03

AWARDED TO: Jersey Cape

EST. AMOUNT OF AWARD: \$191,500

CONTRACT PERIOD: July 1, 2024 to June 30, 2025 with the option of three one-year renewals.

CONTRACT TITLE: FOR PROVIDING OUT OF SCHOOL YOUTH INDUSTRY FOCUSED/OCCUPATIONAL TRAINING INTERNSHIP PROGRAM SERVICES FOR SALEM COUNTY, RFP#24-04

AWARDED TO: Ranch Hope EST. AMOUNT OF AWARD: \$150,000

CONTRACT PERIOD: July 1, 2024 to June 30, 2025 with the option of three one-year ranewals

CONTRACT TITLE: FOR PROVIDING OUT OF SCHOOL YOUTH INDUSTRY FOCUSED/OCCUPATIONAL TRAINING INTERNSHIP PROGRAM SERVICES FOR GAPE MAY COUNTY, RFP1/24-04

AWARDED TO: Jersey Cape

EST. AMOUNT OF AWARD: \$265.500

CONTRACT PERIOD: July 1, 2024 to June 30, 2025 with the option of three one-year renowals.

CONTRACT TITLE: FOR PROVIDING OUT OF SCHOOL YOUTH INDUSTRY FOCUSED/OCCUPATIONAL TRAINING INTERNSHIP PROGRAM SERVICES FOR CUMBERLAND COUNTY, RFP#24-19

AWARDED TO: PathStone Corporation

EST. AMOUNT OF AWARD: \$300,000

CONTRACT PERIOD: July 1, 2024 to June 30, 2325 with the option of three one-year renewals.

CONTRACT TITLE: CONTRACT RENEWAL FOR PROVIDING ONE-STOP OPERATOR SERVICES FOR THE CUMSERLAND, SALEM, CAPE MAY COUNTY WORKFORCE DEVELOPMENT BOARD AND ONE-STOP CAREER CENTERS. RFF# 21-11

AWARDED TO: Cumberland Empowerment Zone EST. AMOUNT OF AWARD: \$100,000

CONTRACT PERIOD: July 1, 2024 to June 30, 2025 Final year of contract.

The services highlighted in the public holding are supported by the New Jersey Department of Labor (NJDOL) with funds from the United Star es Department of Labor (NJDOL) through the Workforce Innovation and Opportunity Act (WIOA) 100% of these services are financed through federal funding sources Contract award information is on the and available for expection at the Combettand County Department of Workforce Development, 3322 College Drive, Vineland NJ 08350

1v Fee+395.21 6/26/24

> PATRICE J BECHTA **NOTARY PUBLIC** STATE OF NEW JERSEY ID # 50204541 MY COMMISSION EXPIRES NOV. 15, 2027

> > Crimy Brette

CUMBERLAND COUNTY WIOA IN-SCHOOL YOUTH PROGRAMS RFP 24-0001 (7/1/24 to 6/30/25) COMPLETED: 4/17/24

WIOA In-School Youth Program	RATING	REQUESTED	APPROVED FUNDING	NUMBER OF YOUTH SERVED	STATUS	COMMENTS
PROPOSING AGENCY						
Cumberland W.O.R.K.S	100	\$150,000	\$150,000*	20	Funded	It is the committee's recommendation to make sure these services are offered throughout the entire county not just Millville high school.

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

PROPOSAL REVIEW COMMITTEE:

Jody Classen Edward J. Geletka

Carol Musso