

# RFP #24-03 Cape May In School Youth



## PUBLIC NOTICE OF OPPORTUNITY



Agency: Carol Dolson, RPPS Cumberland County Purchasing 164 W Broad St Bridgeton NJ 08302-2458 Acct: 1123295 Client:
Carol Dolson, RPPS
Cumberland County Purchasing
164 W Broad St
Bridgeton NJ 08302-2458
Acct: 1123295

#### This is not an invoice

Order#	Advertisement / Description	Colum	ns x Lines x insertions	Rate per Lines	Cost
9880956	PUBLIC NOTICE CUMBERLAND COUNTY BOARD OF COUNTY COMMISSIONERS COMPETITIVE CONT		1 x 47.00 x 1	\$0.31	\$35.57
			Net Total Due:		\$35.57
Costs above where applic	include daily ad cost and any associated affidavit charges, able		# of Copies :	PO #: <u>24-</u> Check #: Date:	03
I, HAVING K DECLARE T SERVICES F SPECIFICAT CERTIFICAT	ION BY RECEIVING AGENCY NOWLEDGE OF THE FACTS, CERTIFY AND HAT THE GOODS HAVE BEEN RECEVIED OR THE RENDERED AND ARE IN COMPLIANCE WITH THE TIONS OR OTHER REQUIREMENTS, AND SAID TION IS BASED ON SIGNED DELIVERY SLIPS OR ASONABLE PROCEDURES OR VERIFIABLE DN.	I CERTI CORRE SATISF TO:	ICATION BY APPROVAL OF AND DECLARE THAT TO SECTION OF THAT SUFFICIEN Y THIS CLAIM. THE PAYM PRIATION ACCOUNT(S) A	THIS ORDER CONFIF IT FUNDS ARE AVEL ENT SHALL BE CHAF	ABLE TO RGEABLE
SIGNATURE	<u> </u>	SIGNAT	URE:		
TITLE;	DATE:	TITLE:	DATE:		
CLAIMANT'S CERTIFICATION AND DECLARATION: I 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: 03/01/2024				#: 061032273	
Signature:	·		Official Pos	sition: 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





Order Number: 9880956

#### 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:

03/01/2024

Legal Clerk

Notary Public State of Wisconsin County of Blov

My commission expires

VICKY FELTY Notary Public State of Wisconsin

## PUBLIC NOTICE CUMBERLAND COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACTING COMPETITIVE REQUEST FOR PROPOSAL FOR IN SCHOOL YOUTH PROVIDING INDUSTRY FOCUSED TRAINING INTERNSHIP PROGRAM SERVICES FOR CAPE MAY COUNTY (by means of the Cumberland Salem Cape May Workforce Development Board), RFP # 24-03

Public Notice is hereby given by the County of Cumberland that Addendum No. 1 to the RFP # 24-03, Competitive Contracting Request for Proposal for Providing In School Youth Industry Focused Training Internship Program Services for Cape May County (by means of the Cumberland Salem Cape May Workforce Development Board), RFP # 24-03, was issued on March 1, 2024. This addendum was issued by the Cumberland County Finance Department, Purchasing Division, 164 West Broad Street, Bridgeton, New Jersey, Itelephone (856) 453-2132. Potential respondents who have previously received the above listed RFP will receive Addendum No. 1 by downloading from the Cumberland County Procurement Portal. Anyone downloading this RFP after March 1, 2024, will be able to download Addendum No. 1 along with the RFP.

By order of the Cumberland County Board of County Commissioners.

David C. DeWoody Purchasing Agent 3/1/2024 (\$14,57) NJ Advance Media ATTN: Legal Advertising Dept. 161 Bridgeton Pike Building E Mullica Hill, NJ 08062

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

Sales Rep: NJ LegalRepNJ Account Number:1156885 AD#: 0010832973

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



#### **South Jersey Times**

AD#:0010832973

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

Page 1 of 3

Date	Position	Description	P.O. Number		Costs
03/01/2024	Request For Pro NJ	PUBLIC NOTICE CUMBERLAND COUNTY BOARD OF COUNTY	RFP # 24-03		
			Ad Size		
			2 x 45 L	Basic Ad Charge - 03/01/2024	\$35.4
				Total	\$35.4

	CLAINANTS CERTIF	TICATION AND DECLARATION
services have been re		a correct in all its particulars, that the goods have been furnished or selved by any person or persons within the knowledge of this claimant in ing, and that the amount charged is a reasonable one.
Date	3/5/2024	Fed ID#: 13-4123607
Signature:	Chris Tighe	Official Position. AR Manager
CER	TIFICATION BY RECEIVING AGENCY	CERTIFICATION BY APPROVAL OFFICIAL
een received or the s pecifications or other	the facts, cathly and declate that the goods have encies rendered and are in compliance with the requirements, and said crefficace is based on signed easonable procedures or verifiable information.	I certify and declars that this bill or invoice is correct, and that sufficient funds are available to satisfy lies claim. The Payment shall be chargeable to:  Appropriation Account(s) and Amounts Charged.  P.O.9:
ignature:		Signature

THIS FORM APPROVED FOR USE BY LOCAL GOVERNMENTS BY THE LOCAL FINANCE BOARD





AD#: 0010832973

Total

\$35,49

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 03/01/2024

Principal Clerk of the Publisher

Sworn to and subscribed before me this 5th day of March 2024

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

Notary Public

**PUBLIC NOTICE** 

CUMBERLAND COUNTY BOARD OF COUNTY COMMISSIONERS

CCOMPETITIVE CONTRACTING REQUEST FOR PROPOSAL FOR PROVIDING IN SCHOOL YOUTH INDUSTRY FOCUSED TRAINING INTERNSHIP PROGRAM SERVICES FOR CAPE MAY COUNTY (by means of the Cumberland Salem Cape May Workforce Development Board), RFP # 24-03

Public Notice is hereby given by the County of Cumberland that Addendum No. 1 to the RFP # 24-03, Competitive Contracting Request for Proposal for Providing In School Youth Industry Focused Training Internship Program Services for Cape May County (by means of the Cumberland Salem Cape May Workforce Development Board), RFP # 24-03, was issued on March 1, 2024. This addendum was issued by the Cumberland County Finance Department, Purchasing Division, 164 West Broad Street, Bridgeton, New Jersey, telephone (856) 453-2132. Potential respondents who have previously received the above listed RFP will receive Addendum No. 1 by downloading from the Cumberland County Procurement Portal. Anyone downloading this RFP after March 1, 2024, will be able to download Addendum No. 1 along with the RFP.

By order of the Cumberland County
Roard of County Commissioners

source or country commissioners.

David C. DeWoody Purchasing Agent

Cost \$35.49 3/1/24 1T (10832973) 6

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



#### **South Jersey Times**

AD#:0010822654

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

Sales Rep: NJ LegalRepNJ Account Number:1156885 AD#: 0010822654

Remit Payment to: NJ Advance Media Dept 77571 P.O. Box 77000 Detroit, MI 48277-0571 FOR QUESTIONS CONCERNING THIS AFFIDAVIT, PLEASE CALL 800-350-4169 OR EMAIL sitlegalads@njadvancemedia.com

Page 1 of 3

Date	Position	Description	P.O. Number		Costs
02/01/2024	Request For Pro NJ	PUBLIC NOTICE NOTICE OF COMPETITIVE CONTRACTING	RFP #24-04		
			Ad Size		
			2 x 65 L	Basic Ad Charge - 02/01/2024	\$51.26
				Total	\$51.26

	CLAIMANTS CEI	RTIFICATION AND DECLARATION
services have been re	ndered an stated hardin. that no bonus has been given o	ice is correct in all its particulars, that the goods have been furnished or or received by any person or persons within the knowledge of this claimant in id owing, and that the amount charged is a reasonable one.
Date:	2/1/2024	Fed ID#: 13-4123607
Signature:	Chris Tighe	Official Position: AR Manager
CER	TIFICATION BY RECEIVING AGENCY	CERTIFICATION BY APPROVAL OFFICIAL
been received or the se specifications or other	the facts, certify and declare that the goods have invices rundered and are in compliance with the requirements, and said certification is based on signed assonable procedures or verifiable information.	I certify and declare that this bill or invoice is correct, and that sufficient funds are available to satisfy this claim. The Physicent shall be chargeable to:  Appropriation Account(s) and Amounts Charged:  P.O.F
Signature:	Cate	Signature:

THIS FORM APPROVED FOR USE BY LOCAL GOVERNMENTS BY THE LOCAL FINANCE BOARD





AD#: 0010822654

Total

\$51.26

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 02/01/2024

Principal Clerk of the Publisher

Sworn to and subscribed before me this 1st day of February 2024

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

Notary Public

**PUBLIC NOTICE** 

NOTICE OF COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL

RFP #24-04

COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL FOR PROVIDING OUT OF SCHOOL YOUTH INDUSTRY FOCUSED/OCCUPATIONAL TRAINING INTERNSHIP PROGRAM SERVICES FOR SALEM COUNTY & CAPE MAY COUNTY (by means of the Cumberland Salem Cape May Workforce Development Board)

The County of Cumberland is soliciting proposals on behalf of Cape May County through a fair and open process in accordance with NJ.S.A. 19:44A-20.4 et seq. The services highlighted in this Request for Proposal are supported by the New Jersey Department of Labor (NJDOL) with funds from the United States Department of Labor (USDOL) through the Workforce Innovation and Opportunity Act (WIOA). One hundred percent (100%) of these services are financed through federal funding sources.

Sealed RFP responses will be received by Purchasing, on Tuesday, April 2, 2024, at 3:00 P.M. prevailing time in the Cumberland County Purchasing Department, Cumberland County Administration Building, 164 West Broad Street, Bridgeton, New Jersey, 08302, at which time and place responses will be opened

for Competitive Contracting Request for Proposal for the above stated services.

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

Bid Portal Commodity Code(s):

#### 1. Social Services

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

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

David C. DeWoody, QPA Purchasing Agent

Cost \$51.26 2/1/24 1T (10822654)



Agency:
PURCHASING CUMBERLAND COUNTY
Cumberland County Purchasing
164 W Broad St
Bridgeton NJ 08302-2458
Acct: 1123295

Advertisement / Description

CHARGED IS A REASONABLE ONE.

Date: 02/01/2024

Signature:

NOTICE OF COMPETITIVE CONTRACTING

Order#

9783490

Client:
PURCHASING CUMBERLAND COUNTY
Cumberland County Purchasing
164 W Broad St
Bridgeton NJ 08302-2458
Acct: 1123295

Federal ID #: 061032273

Official Position: Clerk

Rate per Lines

\$0.31

Cost

\$49.52

#### This is not an invoice

Columns x Lines x Insertions

2 x 46.00 x 1

	REQUEST FOR PROPOSAL RFP #24-04			
	COMPETI			
		Net Total Due:		\$49.52
				FP 24-04 Salem ape
			Check #:	
			Date: _	
I, HAVING K DECLARE T SERVICES F SPECIFICAT CERTIFICAT	NOW BY RECEIVING AGENCY NOWLEDGE OF THE FACTS, CERTIFY AND HAT THE GOODS HAVE BEEN RECEVIED OR THE RENDERED AND ARE IN COMPLIANCE WITH THE TIONS OR OTHER REQUIREMENTS, AND SAID TION IS BASED ON SIGNED DELIVERY SLIPS OR SONABLE PROCEDURES OR VERIFIABLE DN.	CERTIFICATION BY APPROVAL I CERTIFY AND DECLARE THAT CORRECT, AND THAT SUFFICIE SATISFY THIS CLAIM. THE PAYN TO: APPROPRIATION ACCOUNT(S)	THIS ORDER CONF NT FUNDS ARE AVE MENT SHALL BE CHA	LABLE TO ARGEABLE
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				

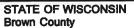
Kindly return a copy of this order confirmation with your payment so that we can assure you proper credit.

#### **Daily Journal**

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







Of the **Dally 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:

02/01/2024

Legal Clerk

Notary Public State of Wisconsin County of Brown

200

My commission expires

NANCY HEYRMAN Notary Public State of Wisconsin

#### NOTICE OF COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL RFP #24-04

COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL
FORPROVIDING OUT OF SCHOOL YOUTH INDUSTRY
FOCUSED/OCCUPATIONAL TRAINING INTERNSHIP PROGRAM
SERVICESFOR SALEM COUNTY & CAPE MAY COUNTY
(by means of the Cumberland Salem Cape May Workforce Development Board)

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

#### Bid Portal Commodity Code(s):

#### Social Services

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

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

David C. DeWoody, QPA Purchasing Agent February 1, 2024 (\$28.52)

#### **PUBLIC NOTICE**

NOTICE OF COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL

#### RFP #24-04

COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL FOR PROVIDING OUT OF SCHOOL YOUTH INDUSTRY FOCUSED/OCCUPATIONAL TRAINING INTERNSHIP PROGRAM SERVICES FOR SALEM COUNTY & CAPE MAY COUNTY (by means of the Cumberland Salem Cape May Workforce Development Board)

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

David C. DeWoody, QPA Purchasing Agent

Cost \$51.26 2/1/24 1T (10822654)



# REQUEST FOR PROPOSAL (RFP)

## COUNTY OF CUMBERLAND BRIDGETON, NEW JERSEY

## RFP # 24-03

COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL FOR PROVIDING IN SCHOOL YOUTH INDUSTRY FOCUSED TRAINING INTERNSHIP PROGRAM SERVICES FOR CAPE MAY COUNTY (by means of the Cumberland Salem Cape May Workforce Development Board)

RFP OPENING: TUESDAY APRIL 2, 2024 PREVAILING TIME: 2:30 PM

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

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

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

### NOTICE OF COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL

#### **RFP #24-03**

## COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL FOR PROVIDING IN SCHOOL YOUTH INDUSTRY FOCUSED TRAINING INTERNSHIP PROGRAM SERVICES FOR CAPE MAY COUNTY

(by means of the Cumberland Salem Cape May Workforce Development Board)

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Sealed RFP responses will be received by Purchasing, on **Tuesday April 2, 2024, at 2:30 P.M.** prevailing time in the Cumberland County Purchasing Department, Cumberland County Administration Building, 164 West Broad Street, Bridgeton, New Jersey, 08302, at which time and place responses will be opened for Competitive Contracting Request for Proposal for the above stated services.

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

#### Bid Portal Commodity Code(s):

#### 1. Social Services

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

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

David C. DeWoody, QPA Purchasing Agent

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FEDERAL RIDER	

FEDERAL RIDER FEDERAL LOBBYING CERTIFICATION FORM W-9 (EXHIBIT P)

#### RFP CHECKLIST

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

Required with Receipt of RFP	<u>Item</u>	Read, Initialed and Submitted
X	Official RFP Sheet (Exhibit A)	
X	Statement of Authority (Exhibit B)	
X	RFP Exceptions Form (Exhibit C)	
X	Statement of Corporate Ownership Pursuant to N.J.S.A. 52:25-24.2 (Exhibit D)	
X	EEO/Affirmative Action Compliance Notice Pursuant to <u>N.J.S.A.</u> 10:5-31 et seq. and <u>N.J.A.C.</u> 17:27 (Exhibit E)	:======================================
X	Certification Regarding Debarment (Exhibit G)	·
X	Non-Collusion Affidavit (Exhibit H)	-
X	Acknowledgement of Receipt of Addenda Form Pursuant to N.J.S.A. 40A:11-23.2.e. (Exhibit I)	
X	Request for References Form (Exhibit J)	
X	Vendor Information Sheet (Exhibit K)	
X	Bidders Data Sheet and Questionnaire (Exhibit L)	
The iter	ns that are checked below shall be submitted no later tha	n the time period indicated.
Required Prior to Contract Award	<u>Item</u>	Read, Initialed Shall Submit
X	New Jersey Business Registration Certificate (Due prior to Award)	
X	Disclosure of Investment Activities In Iran (Exhibit N)(Due prior to Award)	
X	Certificate(s) of Insurance as specified in the Bid Document (EXHIBIT M) (Due with executed contract)	-
X	Form W-9 (Exhibit P)	

	(Due prior to Award)	
X	Federal Lobbying Certification (Due prior to Award)	· · · · · · · · · · · · · · · · · · ·
The iten	ns that are checked below are to be review	ed by the bidders.
Review Required	<u>Item</u>	Read and Initialed
X	Americans with Disabilities Act Language – (Exhibit F)	
X	Conflict of Interest Policy (Exhibit O) Pages 28-30	
X	General Instruction/Conditions Pages 31-44	
X	Technical Specifications Pages 45-53	
x	Attachments Pages 54-58	P
X	Federal Rider	-
RFP. THIS CHECKLIST DOCUMENTATION MAY N BIDDER TO CAREFULLY RI REQUIREMENTS OF THIS R SIGNATURE	IS INDICATED ABOVE SHALL BE REVIEWE IS PROVIDED FOR INFORMATIONAL FOR THE LISTED ABOVE AND IT SHALL EVIEW THE COMPLETE RFP PACKAGE, FAIRP, AND TO SUBMIT WITH THEIR RFP ALL acknowledges that they have submitted	PURPOSES ONLY. ALL REQUIRED BE THE RESPONSIBILITY OF THE MILIARIZE THEMSELVES WITH THE REQUIRED DOCUMENTATION.
Name of Company:		
Signature:		
Print Name:		
Title:		
Date:	FND OF DED CHECKLIST	

#### EXHIBIT A

#### **OFFICIAL PROPOSAL DOCUMENT**

#### TO THE CUMBERLAND COUNTY BOARD OF COMMISSIONERS:

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

NAME OF SERVICE: COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL FOR PROVIDING IN SCHOOL YOUTH INDUSTRY FOCUSED TRAINING INTERNSHIP PROGRAM SERVICES FOR CAPE MAY COUNTY,

RFP# 24-03

TOTAL DOLLAR AMOUNT REQUESTED	\$
Have you included with your proposal submission all Pages 4/5? Yes No If not, your proposal materials are submission.	of the required items listed per the Proposal Checklist, ay be rejected as non-responsive.
Respondents having any questions regarding the correct requested in this RFP shall contact David C. DeWoody,	et method for providing information and documentation Purchasing Agent, at (856) 453-2132.
Name of Company:	
Signature:	
Print Name:	
Title:	
Date:	

#### END OF OFFICIAL PROPOSAL DOCUMENT

#### **EXHIBIT B**

#### STATEMENT OF AUTHORITY

#### **RFP SUBMITTED FOR:**

COMPANY:	
RFP SUBMITTED BY:	
(P	Print Name of Company Officer)
SIGNATURE:(Si	gnature of Company Officer) ***
TITLE:	DATE:
TELEPHONE:	EXTENSION:
FACSIMILE:	
EMAIL ADDRESS:	
TAXPAYER IDENTIFICATIO	N NUMBER:

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

#### **EXHIBIT C**

#### **RFP EXCEPTIONS FORM**

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

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

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

1:
=
his
_
2:
this

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

RFP# 24-03 Cape May County In School

Describe here with specification:	specificity how with Exception # 3 your RFP still meets the requirements of t	— his
		_
EXCEPTION # 4	Describe here with specificity the exact nature of your Exception #	4:
	specificity how with Exception # 4 your RFP still meets the requirements of the specific transformation of the specific tran	— — his
specification:		_
	ORE EXCEPTIONS, MAKE COPIES OF THIS EXCEPTION FORM, COMPLET MS AND ATTACH THEM TO THE FRONT OF YOUR RFP SUBMISSION	<u>Е</u>
Form Completed by:	(Print Name)	
	(Signature)	
Title:	Date:	

#### **EXIBIT D**

#### STATEMENT OF OWNERSHIP DISCLOSURE

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

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information cause for automatic rejection of the bid or proposal. Please read and review the General Instructions and Conditions section related to this Statement.

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):				
art II				
The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, or of all beneficiaries in an established trust or association who hold a 10 percent or greater interest therein, as the case may be. (COMPLETE THE LIST BELOW IN THIS SECTION)  OR  No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, or no beneficiary in an established trust or association holds a 10 percent or greater interest therein, as the case may be. (SKIP TO PART IV)				
Please attach additional sheets if more space is needed):				
Name of Individual or Legal Entity Address				

#### <u>Part III</u> DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

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

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

Please list the names and addresses of each stockholder, partner, beneficiary or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC), trust, association, or other legal entity listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, natural person, and/or and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed, or is otherwise disclosed that there is no further breakdown of beneficial owners greater than or equal to 10 percent. Attach additional sheets if more space is needed. PLEASE REVIEW THE GENERAL INSTRUCTIONS AND CONDITIONS SECTION RELEVANT TO THIS FORM.

Stockholder/Partner/Member/Beneficiar	Address
y and Corresponding Entity Listed in	
Part II	

#### Part IV Certification

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

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

#### **EXHIBIT E**

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

#### GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

### EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

#### GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

Goods and General Service Vendors

#### **EXHIBIT F**

#### AMERICANS WITH DISABILITIES ACT MANDATORY LANGUAGE

#### Equal Opportunity for Individuals with Disabilities

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

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

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

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

#### **EXHIBIT G**

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

I am		of the firm of
	(Your T	Of the firm of
=====		(Address of your Organization)
		CHOOSE ONE OF THE FOLLOWING
( )	A.	I hereby certify on behalf of (Name of your Organization)
		that neither it nor its principals are included on the State Treasurer's and Economic Development Authority's or the Federal Government's List of Debarred, Suspended, or Disqualified Bidders as a result of action taken by any State or Federal Agency.
( )	В.	I am unable to certify to any of the statements set forth in this certification. I have attached an explanation to this form.
	bed and sworn to me this day of 20	(Signature)
	(Signature of Notar	
	nmission expires_	(Month, Day, Year)

#### INSTRUCTIONS FOR CERTIFICATION

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

#### EXHIBIT H

#### NON-COLLUSION AFFIDAVIT

State of	•
County of	SS:
I,(Name of Affiant)	residing(Name of Municipality)
in the County ofage, being duly sworn according to law on my oat	and the State of, of fu
authority so to do; that said bidder has not, directly collusion, or otherwise taken any action in restrainmed project; and that all statements contained made with full knowledge that the County of Cumstatements contained in this affidavit in awarding I further warrant that no person or selling agent contract upon an agreement or understanding for a	amed project, and that I executed the said proposal with fully or indirectly, entered into any agreement, participated in an aint of free, competitive bidding in connection with the above in said proposal and in this affidavit are true and correct, an inberland in the State of New Jersey relies upon the truth of the contract for the said project.  The has been employed or retained to solicit or secure such a commission, percentage, brokerage, or contingent fee, exceptablished commercial or selling agencies maintained.
(N.J.S.A. 52:34-15).  Subscribed and sworn to Before me this day20	(Signature of Affiant)
(Signature of Notary Public)	(Signature of Affiant)  (Typed or Printed Name of Affiant)
My Commission expires(Month, Day, Year)	

#### **EXHIBIT I**

#### **COUNTY OF CUMBERLAND, NEW JERSEY**

#### ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum Numbe	<u>Dated</u>	Acknowledge Receipt
		(initial)
·		3
	-	
<del></del>	<b>-</b>	
-		:
	=	
	No addenda were issued:	
Acknowledged for	:	
	:(Name of Bidder)	
Ву:	(Signature of Authorized Representative)	
Name:	(Print or Type Name of Authorized Individual)	
Date:		

# **EXHIBIT J**

# REQUEST FOR REFERENCE FORM

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

1.	Name of Entity	
	Address	
	Contact Name	
	Daytime Telephone	
2.	Name of Entity	
	Address	
	Contact Name	
	Daytime Telephone	
		3
3.	Name of Entity	
	Address	
	Contact Name	
	Davtime Telephone	Email

## **EXHIBIT K**

# **VENDOR INFORMATION SHEET**

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

Name of Business:				
Correspondence Address, in	acluding zip code:			
Purchase Order Address, inc	cluding zip code:			
Payment Address, including zip code:				
:				
Telephone Number:				
Faccimile Number				

# **EXHIBIT L**

# BIDDERS DATA SHEET AND QUESTIONNAIRE

# Please provide the following information

How many years has your company been providing this service?
Has your company ever failed to complete any contract with regard to any of the services herein described? Yes No If yes, provide details here:
Has your company ever had a contract terminated for non-performance? Yes No If yes, provide details here:
Has your company ever been involved in any litigation regarding the provision of the services described herein?  YesNo If yes, provide details here:
Name and telephone numbers of personnel who can be contacted if problems or emergencies arise:
Name and telephone number of an individual who can be contacted at all times if service information is requested:

# END OF BIDDERS DATA SHEET AND QUESTIONNAIRE

#### **EXHIBIT M**

#### (Required on all Bids)

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

- If at any time during the term of this contract or any extension thereof, if any of the required policies of insurance should expire, change or be canceled, it will be the responsibility of the Contractor, prior to the expiration, change or cancellation, to furnish to the County a Certificate of Insurance indicating renewal or an acceptable replacement of the policy so that there will be no lapse in any coverage. In the event of interruption of any coverage for any reason, all payments and work under the contract shall cease and not be resumed until coverage has been restored and a current Certificate of Insurance received and approved.
- 1.10 Any policy of insurance that is written on a claims made basis shall, under the terms of this contract, be renewed or the coverage extended for a period of not less than three years and shall provide coverage for the period operations were performed by the contractor. Proof of such extension shall annually be presented to the Risk Manager for the County of Cumberland and indicate the retroactive date of coverage or indicate that all prior acts coverage is provided.
- 1.11 Insurance or Risk Funding maintained by the County shall be considered as Excess over Contractors Insurance. Insurance or Risk Funding Maintained by the County of Cumberland does not provide protection for Contractors liability.
- 1.12 Certificates of Insurance and Evidence of Property Forms shall show the Certificate Holder as follows:

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

- 1.13 Certificates of Insurance not reading as above will not be acceptable and will delay contract signature and/or payment.
- 1.14 Questions regarding these insurance requirements may be directed to David C. DeWoody, Purchasing Agent at (856) 453-2132. Certificates for approval may be preliminarily submitted via fax to (856) 451-0967.
- The following items are the minimum mandatory types of insurance coverage to be carried under the requirements as provided herein, CONTRACTORS INSURANCE REQUIREMENTS:
  - Workers Compensation insurance or its equivalent in accordance with the statutes of the State of New Jersey and Employer's Liability insurance with minimum limits of:
- 2.1.1 \$1,000,000 each accident for bodily injury by accident
- \$1,000,000 each employee for bodily injury by disease; and 2.1.2
- 2.1.3 \$1,000,000 policy limit for bodily injury by disease
  - 2.2 General Liability in a comprehensive form, with minimum limits as follows:
- **2.2.1** Each Occurrence \$1,000,000
- 2.2.2 Personal & Adv. Injury \$1,000,000
- **2.2.3** General Aggregate \$2,000,000
- 2.2.4 Products-Completed Operations Aggregate \$2,000,000

- 2.3 Motor Vehicle Liability Insurance in a comprehensive form with minimum limits of \$1,000,000 CSL
- 2.3.1 Owned Vehicles
- 2.3.2 Hired/Leased Vehicles
- 2.3.3 Non-Owned Vehicles
- 3 SPECIFIC COVERAGE REQUIREMENTS
- 3.1 PROFESSIONAL LIABILITY (Required for this Bid: Yes \_\_\_\_\_ No \_\_\_\_X\_\_\_)

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

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

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

# **EXHIBIT N**

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

Bid/RFP Number:_	24-03	Bidder/Offeror:	
		DERS <u>MUST COMPLETE</u> PART 1 BY CHECKING EITHER BOX E OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPO	
or renew a contract entity, or one of the Chapter 25 list as a http://www.state.nj Failure to complete the violation of the prir law, rule or contra	t must complete the person or entity's person or entity of the certification will renormately which are to the including but	any person or entity that submits a bid or proposal or otherwise proposes to he certification below to attest, under penalty of perjury, that neither the parents, subsidiaries, or affiliates, is identified on the Department of the engaging in investment activities in Iran. The Chapter 25 list is found on the Division tase/pdf/Chapter 25 List.pdf. Bidders must review this list prior to completing the below der a bidder's proposal non-responsive. If the Director finds a person or entity the subject of this law, s/he shall take action as may be appropriate and proposal non-time to, imposing sanctions, seeking compliance, recovering king debarment or suspension of the person or entity.	person or Treasury's on's website at w certification. w to be in rovided by
PLEASE CHECK	THE APPROPR	JATE BOX:	
subsidiarie prohibited a	s, or affiliates is list activities in Iran pur	Law 2012, c. 25, that neither the bidder listed above nor any of the bidder sted on the N.J. Department of the Treasury's list of entities determined to be resuant to P.L. 2012, c.25 ("Chapter 25 List"). I further certify that I am the perpresentative of the entity listed above and am authorized to make this certification.	engaged in erson listed
OR			
listed on t	he Department's (  Part 2 below and	ove because the bidder and/or one or more of its parents, subsidiaries, or a Chapter 25 list. I will provide a detailed, accurate and precise descript d sign and complete the certification below. Failure to provide such will reneresponsive and appropriate penalties, fines and/or sanctions will be assessed a	tion of the esult in the
You must provide a de	etailed, accurate and pathetic the investment activities	R INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN precise description of the activities of the bidding person/entity, or one of its parents, sties in Iran outlined above by completing the section below. Add additional sheets if	subsidies, or
Name of Entity:		Relationship to Bidder:	
Description of Activities:	-		
Duration of Engagement:		Anticipated Cessation Date:	
D:11 /055 - C - 1 - 1		Contact Plane	

#### (EXHIBIT N Continued)

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the County of Cumberland is relying on the information contained herein and thereby acknowledge that 1 am under a continuing obligation from the date of this certification through the completion of any contracts with the County to notify the County in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the County of Cumberland and that the County at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name:	Signature:		
Title:	Date:		

#### **EXHIBIT O**

#### Conflict of Interest Policy – 06/15/2021

#### I. Purpose

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

#### II. **Policy**

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

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

- A. Conflicts of Interest. No officer, employee, or agent of the County of Cumberland may participate directly or indirectly in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest. A real or apparent conflict exists when any of the following parties has a financial or other benefiting interest in or receives a tangible personal benefit from a firm considered for award of a contract:
  - 1. the employee, officer, or agent involved in the selection, award, or administration of a contract;
  - 2. any member of his or her immediate family;
  - 3. his or her partner; or
  - 4. an organization which employs or is about to employ any of these parties.

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

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

- 1. No local government officer, employee, or member of their immediate family shall engage in activity that is in substantial conflict with the proper discharge of their duties in the public interest.
- 2. No independent local authority shall, for a period of one year next subsequent to the  $\overset{\infty}{\sim}$ termination of office of a member of that authority:

- a. Award a contract which is not publicly bid to a former member (or any organization they hold a benefitting interest in) of that authority.
- b. Allow a former member (or any organization they hold a benefitting interest in) of that authority to represent, appear for, or negotiate on behalf of any other party before that authority.
- c. Employ for compensation, except pursuant to open competitive examination in accordance with Title 11A of the New Jersey Statutes and the rules and regulations promulgated pursuant thereto, any former member of that authority.
- 3. No local government officer or employee shall use or attempt to use their official position to secure unwarranted privileges or advantages for themselves or others.
- 4. No local government officer or employee shall act in their official capacity in any matter where they, a member of their immediate family, or a business organization in which they have an interest, have a direct or indirect financial or personal involvement that might reasonably be expected to impair their objectivity or independence of judgment.
- 5. No local government officer or employee shall undertake any employment or service, whether compensated or not, which might reasonably be expected to prejudice their independence of judgment in the exercise of their official duties.
- 6. No local government officer, employee, or member of their immediate family shall solicit political contributions to the extent that if given there would be an influence (directly or indirectly) to the discharge of their official duties. This provision shall not apply to the solicitation or acceptance of contributions to the campaign of an announced candidate for elective public office, if the local government officer has no knowledge or reason to believe that the campaign contribution, if accepted, was given with the intent to influence the local government officer in the discharge of their official duties.
- 7. No local government officer or employee shall use, or allow to be used, their public office or employment, or any information, not generally available to the members of the public, which they receive or acquire in the course of and by reason of their office or employment, for the purpose of securing financial gain for themself, any member of their immediate family, or any business organization with which they are associated.
- 8. No local government officer or employee or business organization in which they have an interest shall represent any person or party other than the local government in connection with any cause, proceeding, application or other matter pending before any agency in the local government in which they serve. This provision shall not be deemed to prohibit one local government employee from representing another local government employee where the local government agency is the employer, and the representation is within the context of official labor union or similar representational responsibilities.
- **B.** Gifts. Officers, employees, members of their immediate family or business organization in which they have an interest, and agents of the County of Cumberland are prohibited from accepting or soliciting gifts, gratuities, favors, loans, services, promises of future employment, or anything of monetary value from contractors, suppliers, or parties to subcontracts. Items of nominal value valued at less than \$25.00 which fall into one of the following categories may be accepted:

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

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

#### III. Violation

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

# COUNTY OF CUMBERLAND, NEW JERSEY GENERAL INSTRUCTIONS AND CONDITIONS

#### 1. RFP SUBMISSION

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

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

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

The envelope shall be prominently marked:

COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL FOR PROVIDING IN SCHOOL YOUTH INDUSTRY FOCUSED TRAINING INTERNSHIP PROGRAM SERVICES FOR CAPE MAY COUNTY, RFP# 24-03

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

# 2. <u>NOTIFICATION OF CONFIDENTIAL, PROPRIETARY OR TRADE SECRETS OR OTHER SENSITIVE INFORMATION</u>

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

#### 3. RFP CHECKLIST

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

#### 4. **OFFICIAL RFP SHEET**

(Required on all RFPs)

 $_{\text{Page}}31$ 

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

#### 5. STATEMENT OF AUTHORITY

#### (Required on all RFPs)

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

#### 6. RFP EXCEPTIONS FORM

#### (Required on all RFPs)

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

#### 7. STATEMENT OF CORPORATE OWNERSHIP

#### (Required on all RFPs)

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

Please be advised that, for the purposes of completing this form, all "stockholders" and "individual partners" shall be considered to be: individual persons, partnerships, limited partnerships, limited liability partnerships, limited liability companies, sub-chapter S-corporations, C-corporations, statutory trusts, business trusts or associations, real estate investment trusts, common-law trusts, national associations, or any other unincorporated business, whether organized under the laws of this State or under the laws of any other state or territory of the United States or the District of Columbia, the United States or any foreign country or other foreign jurisdiction pursuant to N.J.S.A. 52:25-24.2. This disclosure includes all beneficiaries in an established trust or association that hold a 10% or greater interest therein, as the case may be.

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

#### 8. <u>EEO/AFFIRMATIVE ACTION REQUIREMENTS</u>

#### (Required on all RFPs)

Goods, Professional Services and General Service Contracts.

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

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

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

#### 9. EQUAL PAY ACT REQUIREMENT

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

#### 10. AMERICANS WITH DISABILITIES ACT LANGUAGE

#### (Required on all RFPs)

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

#### 11. CERTIFICATION REGARDING DEBARMENT

#### (Required on all RFPs)

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

#### 12. NON-COLLUSION AFFIDAVIT

#### (Required on all RFPs)

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

#### 13. ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

#### (Required on all RFPs)

Bidder is required to enter each addendum, date issued, and initial receipt of same or signify that no addenda were issued as indicated on the exhibit.

#### 14. REQUEST FOR REFERENCES FORM

(Required for this RFP: Yes X No

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

#### 15. VENDOR INFORMATION SHEET

#### (Required on all RFPs)

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

#### 16. BIDDERS DATA SHEET AND QUESTIONNAIRE

(Required for this RFP: Yes \_\_\_\_X \_\_\_ No \_\_\_\_\_)

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

#### 17. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

#### (Required on all RFPs)

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

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

During the course of contract performance:

- The contractor shall not enter into a contract with a subcontractor unless the subcontractor first (1) 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 M their addresses that may be updated from time to time.

(3) The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml.

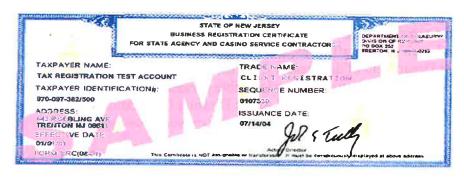
Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

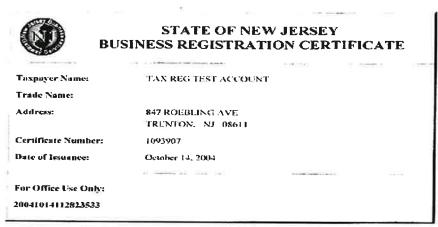
Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration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

#### **Emergency Purchases or Contracts**

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

Sample





## 18. CONTRACTORS INSURANCE REQUIREMENTS

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

# 19. <u>DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN</u>

#### (Required on all RFPs)

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.

#### 20. FORM W-9

(Required on all RFPs)

Bidders shall complete the provided Form W-9 and return prior to award

#### 21. RESERVATIONS

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

#### 22. TIME FOR MAKING AWARDS

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

#### 23. INDEMNIFICATION

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

#### 24. PRICES

Carelessness in quoting prices or in preparation of the RFP otherwise shall not relieve the bidder.

RFP prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the County of Cumberland. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the contractor's convenience.

The vendor shall guarantee any or all materials and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the vendor. In the case of rejected materials, the vendor shall be responsible for return freight charges. All discounts shall be deducted except the discount for prompt payment of an invoice, if offered.

#### 25. TAXES

The County is exempt from all Federal and State Taxes.

#### 26. **QUESTIONS**

Questions concerning this RFP shall be directed in writing to the Cumberland County Purchasing Department, Attention: David C. DeWoody, Purchasing Agent, either by facsimile at (856) 451-0967 or by email at <a href="mailto:davidde@cumberlandcountynj.gov">davidde@cumberlandcountynj.gov</a> and cc: <a href="mailto:gwensc@cumberlandcountynj.gov">gwensc@cumberlandcountynj.gov</a> and cc:

<u>caroldo@cumberlandcountynj.gov</u> by 12:00 PM (Noon) Tuesday February 20, 2024. Questions submitted after this date and time will not be answered.

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

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

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

#### 28. QUANTITIES OF ESTIMATE

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

#### 29. ITEMS BID

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

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

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

#### 30. MULTIPLE PROPOSALS

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

#### 31. ASSIGNMENT

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

#### 32. FAILURE TO ENTER CONTRACT

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

#### 33. DIFFERENCES

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

#### 34. ADDITIONAL CLAIMS

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

#### 35. ORAL INSTRUCTIONS

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

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

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

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

#### 36. STANDARD CONTRACT

The successful bidder will be required to sign and execute the County's standard contract. This contract, on along with other documents required for the award of contract, must be executed by the successful obidder and returned to the Cumberland County Purchasing Department within ten (10) days after receipt

by the successful bidder. Should the bidder to whom the contract is awarded fail to enter into enter into an agreement with the County for the reasons stated herein, and within the time limitations stated herein, the County may then, at its option, accept the RFP of the next lowest responsible bidder. A copy of this contract is available for your review in the Cumberland County Purchasing Department.

#### 37. NEW JERSEY LAWS

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

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

#### 38. BRAND NAMES

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

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

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

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

#### 39. TIE BIDS

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

#### 40. MAILED RFPs

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

#### 41. FACSIMILE RFPs

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

#### 42. WITHDRAWAL OF RFPs

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

### 43. NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

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

#### 44. TERMINATION FOR DEFAULT

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

#### 45. TERMINATION FOR CONVENIENCE

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

### 46. CANCELLATION FOR UNAPPROPRIATED FUNDS OR LACK OF CERTIFIED FUNDS

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

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

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

#### 48. SPECIFICATION CHALLENGE

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

#### 49. COST LIABILITY AND ADDITIONAL COSTS

The owner assumes no responsibility and liability for costs incurred by the respondents prior to the issuance of an agreement. The liability of the owner shall be limited to the terms and conditions of the contract.

Respondents will assume responsibility for all costs not stated in their proposals. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the owner, are not to be billed and will not be paid.

#### 50. OWNERSHIP OF MATERIAL

The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner to the contractor for the purpose of assisting the contractor in the performance of this contract. All such items shall be returned immediately to the owner at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.

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

#### 51. PAYMENTS

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

RFP# 24-03 Cape May County In School

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

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

#### RETAINAGE Not applicable to this RFP 53.

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

#### 54. **CONTRACT RECORDS**

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

#### 55. RESUBMISSIONS

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

#### 56. **LICENSING**

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

#### CONFLICT OF INTEREST STATEMENT 57.

#### (Required on all Submissions)

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

Please be advised that any firm submitting a bid, proposal, quotation, etc. is expected and required to \cappa abide by the same policy and standards. A real or apparent conflict exists when any of the following

parties has a financial, or other benefitting interest in, or receives a tangible personal benefit from a firm considered for an award of a contract:

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

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

#### 52. SOURCE OF SPECIFICATIONS/BID PACKAGES

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

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

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

#### TECHNICAL SPECIFICATIONS FOR

COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL FOR PROVIDING IN SCHOOL YOUTH INDUSTRY FOCUSED TRAINING INTERNSHIP PROGRAM SERVICES FOR CAPE MAY COUNTY, RFP# 24-03.

#### 1. <u>INTRODUCTION</u>

This RFP is to provide the basis for a contract to be awarded, for the Services outlined herein, by the County of Cumberland on behalf of Cape May County, by means of the Cumberland Salem Cape May Workforce Development Board, hereafter referred to as "The Board", through a fair and open process in accordance with 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 Cumberland, hereinafter referred to as owners, to determine the proposal as non-responsive to the RFP and will be a factor in the determination of an award of a contract. The contents of the proposal of the successful respondent, as accepted by the owner, will become part of any contract awarded as a result of this RFP.

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

#### 3. SCHEDULE

The dates established for the procurement are:

Release of RFP Thursday February 1, 2024

Question Deadline Tuesday, February 20, 2024, Noon Proposal Due Date Tuesday April 2, 2024, 2:30 PM

Governing Body Action Tuesday April 23, 2024

Contract Commencement July 1, 2024

#### 4. PROPOSAL SUBMISSION INFORMATION

#### a. SUBMISSION DATE AND TIME:

Tuesday April 2, 2024; 2:30 P.M.

One (1) Original and Six (6) Copies must be submitted.

#### **b. SUBMISSION OFFICE:**

Cumberland County Finance Department, Purchasing Division RFP# 24-03 Cape May County In School

Cumberland County Administration Building 164 West Broad Street Bridgeton, New Jersey 08302

- c. Respondents shall clearly mark their submittal package with the title of this RFP and the name of the responding firm, addressed to the Finance Department, Budget Division, Office of the Purchasing Agent.
- d. The original proposal shall be marked to distinguish it from the Six (6) Copies.
- e. Only those RFP responses received prior to or on the submission date and time will be considered.

#### 5. 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.

### 6. <u>INTERVIEWS</u>

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.

#### 7. THE USER DEPARTMENT FOR THESE SERVICES IS:

The Cumberland Salem Cape May Workforce Development Board 3322 College Drive Vineland, NJ 08360

#### 8. COUNTY REPRESENTATIVE FOR THIS SOLICITATION

#### Please direct all questions in writing to:

Cumberland County Finance Department, Purchasing Division County Administration Building 164 West Broad Street Bridgeton, New Jersey 08302 Attention: David C. DeWoody, Purchasing Agent

Voice: (856) 453-2132 Fax: (856) 451-0967

#### 9. <u>INTERPRETATIONS AND ADDENDA</u>

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 RFP# 24-03 Cape May County In School

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.

#### 10. CONTRACT TERM

The term of the contract is <u>July 1, 2024</u>, to <u>June 30, 2025</u>, with the County having sole option to extend the contract for Three (3) One (1) Year renewals.

#### 11. SCOPE OF WORK



# Scope of Work for In-School Youth Industry Focused Training and Internship Program Services for Cape May County

#### 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 RFP# 24-03 Cape May County In School

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 30<sup>th</sup> 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 1<sup>st</sup> 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 program. 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. 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, and the 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; tutoring, alternative school services, paid and unpaid work experience, occupational skill training, 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, and career exploration services, transition services to postsecondary education and training. The last day to enroll a participant is March 31 of the contract year 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 into 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 must be used by grantees 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 Cape May County only. A minimum of 20 participants are to be served.

#### **Program Elements**

WIOA requires that the Workforce Development Board (WBD) 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 consisting of:

- 1) Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies that lead requirement completion 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. Examples include instruction based on goals derived from the participant's ISS, teaching the importance of study habits, and assessments to determine if they are making progress.
- 2) Alternative secondary school services, or dropout recovery services, as appropriate. Examples include basic education training, English as a second language, and individualized academic instruction.
- 3) Activities that help youth prepare for and transition to postsecondary education and training. Examples include assisting youth with college entrance exams, college applications, applying for scholarships, and completion of the Free Application for Federal Student Aid (FAFSA).
- 4) Occupational skills training, which shall include priority consideration for training programs that lead to recognized credentials aligned with in-demand industry sectors or occupations in the local area involved. These in-demand sectors are Advanced Manufacturing, Healthcare, Hospitality, Transportation, Logistics and Distribution, and the Trades (HVAC, Electrical, Plumbing). FOR OUT-OF-SCHOOL YOUTH PROGRAMS ONLY.
- 5) Paid and unpaid work experiences that have a component of academic and occupational education which may include:

 $^{\mathsf{Page}}51$ 

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

Examples of paid work experience opportunities are working where the participant has a career interest as developed in the Individual Service Strategy for at least 75 hours and a maximum 150 hours.

- 6) Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services. Examples include career planning, identifying employment opportunities, and information on job market expectations.
- 7) Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster. An example is a program that emphasizes workforce preparation activities and basic skills concurrently that prepare youth for employment in a specific occupation
- 8) Entrepreneurial skills training. Provides the basics of starting and operating a small business. Such training must develop entrepreneurship skills and include the ability to take initiative, creatively seek out and identify business opportunities, develop budgets, and forecast resource needs.
- 9) Supportive services. Services that enable an individual to participate in WIOA activities. Examples include transportation assistance, educational testing, reasonable accommodations for youth with disabilities, uniforms, or work-related tools.
- 10) Adult mentoring for at least 12 months may occur during and after program participation. The provider will track participation and outcomes until the contract end date when the youth will be reconnected to Cumberland, Salem, or Cape May County One Stop services. Examples include participation in Big Brothers Big Sisters, virtual adult mentoring, mentoring programs that foster career awareness or positive social behaviors.
- 11) Comprehensive guidance and counseling. Examples include career counseling, educational counseling, referral to drug and alcohol counseling, and referral to mental health counseling or therapy.
- 12) Follow-up services for at least 12 months after the completion of participation. Providers will be expected to conduct follow-up services for 90 days after exit then reconnect the youth to Cumberland, Salem, or Cape May County One Stop services to continue follow-up services. Examples include supportive services, adult mentoring, financial literacy, labor market information and transition to postsecondary services.
- 13) Leadership development opportunities that encourage responsibility and other positive social and civic behaviors, as appropriate. Examples include community volunteering, peer mentoring or tutoring, character education, serving on youth councils, leadership training, parenting education, and service projects.
- 14) Financial literacy education. Examples include creating budgets, setting up checking or savings accounts, managing spending, understanding credit reports, and protecting against identity theft.

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 RFP# 24-03 Cape May County In School

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.

#### 12. 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. Refer to the Proposal Evaluation Tool which follows.

# Cumberland Salem Cape May Workforce Development Board Workforce Innovation and Opportunity Act In-School Youth Programs On behalf of Cape May County RFP# 24-03 Program Year 2024-2025

#### PROPOSAL EVALUATION TOOL

Item	Question	Score			
	Technical Merit (5 points possible)				
	Correct number 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 outcomes				
_	• Target population				
2.	Organizational Chart				
	Required 14 Program Elements (10 points possible)				
	Clear understanding of how agency will provide directly or refer				
	• Partnerships/Collaborations				
_	Communication of element start/end dates with workforce development				
3.	Completion of attachment B				
	Recruitment/Identification of Youth (10 points possible)				
	Recruitment and identification of youth				
	• Interaction with school contacts				
	<ul> <li>Interaction with County staff in youth eligibility determination and</li> </ul>				
	certification				
4.	ISS Development				
	Educational Activities (10 points possible)				
	<ul> <li>Description of educational activities</li> </ul>				
	Testing instrument				
	Curriculum				
5.	<ul> <li>Incentive payment outline</li> </ul>				
	Workplace Readiness Activities (10 points possible)				
	Description of how this activity will be delivered				
	<ul> <li>Description of when this activity will be delivered</li> </ul>				
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				
	• Documentation to demonstrate achievement				
7.	• Incent payment outline				

#### PAGE 2 OF 2

Item	Question	Score
	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	
8.	Wage or incentive payment outline	
	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	
9.	Documentation	
	Cost Efficiency (5 points possible)	
	Reasonable costs	
10.	Cost per youth does not exceed \$7,500	
	Reasonable level of service	
	Total Possible Points = 100	

T 11 / D 1 (1 0 0)		
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:		
-		
	<u>~</u>	
Name of Individual Completing Review		
	<u> </u>	
Signature	Date	

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# ATTACHMENT A PROGRAM BUDGET WORKSHEET

These pages must be printed out and provided in hard copy format and included in the respondent's proposal submission.

#### WIOA In-School Youth Program Budget Worksheet

Provider Name:	
Contract Year:	
Number of Youth to be Served: (Minimum of 20)	
Cost Reimbursement Elements	
A. Work Experience Cost (Minimum 50% of total budget)	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.

9	Program Elements	Provided	If referral, to
		by contract	whom
		or referral	
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 experiences that have as a		
	component academic and occupational education, which		
	may include: (i) Summer employment opportunities and		
	other employment opportunities available throughout		
	school year. (ii) Pre-apprenticeship programs. (iii)		
	Internships and job shadowing. (iv) On-the-job training		
	opportunities		
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.		
1	Comprehensive guidance and counseling, which may		

0	include drug and alcohol abuse counseling and referral, as	
	appropriate.	
1	Financial literacy education.	
1		
1	Entrepreneurial skills training.	
2		
1	Services that provide labor market and employment	
3	information about in-demand industry sectors or	
	occupations available in the local area, such as career	
	awareness, career counseling, and career exploration	
	services.	
1	Activities that help youth prepare for and transition to	
4	postsecondary education and training.	

#### COUNTY OF CUMBERLAND (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.

#### 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
  - Certain transportation products listed in 40 C.F.R. 247.13;
  - Certain park and recreation products, 40 C.F.R. 247.14;
  - Certainlandscaping products listed in 40 C.F.R. 247.15;
  - 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:

- 1. waste materials and byproducts which have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process; and
- 2. for purposes of purchasing paper and paper products, means waste material and byproducts that have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process. In the case of paper and paper products, the term recovered materials includes:
  - 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
    - All paper, paperboard, and fibrous wastes that enter and are collected from municipal solid waste, and
  - Manufacturing, forest residues, and other wastes such as -
    - 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 Finished paper and paperboard from obsolete
    - inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters,
    - Fibrous byproducts of harvesting, manufacturing, extractive, or wood-cutting processes, flax, straw, linters, bagasse, slash, and other forest residues;
    - Wastes generated by the conversion of goods made from fibrous material (that is, waste rope from cordage manufacture, textile mill waste, and cuttings); and
    - Fibes recovered from waste water which otherwise would enter the waste stream.

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

#### **EQUAL EMPLOYMENT OPPORTUNITY**

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

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.
- 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.
- 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.
- 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.
- 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.
- In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said

rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

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

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

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

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

#### III. DAVIS-BACON ACT. 40 U.S.C. 3141-3148. AS AMENDED

When required by Federal program legislation, all prime construction contracts in excess of \$ 2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

#### IV. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT. 40 U.S.C. 3701-3708

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

#### V. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

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

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

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

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

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

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

#### APPENDIX II TO PART 200 8/25/21

- IX. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41.U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- X. <u>All contracts in excess of \$10,000</u> must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

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

- (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (b) Affirmative steps must include:
- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

#### XII. § 200.322 Domestic preferences for procurements.

- (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- (b) For purposes of this section:
- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

#### XIII. §200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
  - (1) Procure or obtain;
  - (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- (c) See Public Law 115-232, section 889 for additional information.
  - (d) See also §200.471.

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

The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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



#### LOBBYING CERTIFICATION

#### Required\*\* (An authorized representative of the applicant must sign and submit this certification.)

The undersigned applicant 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 a person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriate funds have been paid or will be paid to any person for making lobbying contracts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure form to Report Lobbying," in Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et. seq.)
- (3) The undersigned shall require that the language of this certification be included in the award documents or all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. § 1352(c)(1)–(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

(The Applicant)	certifies or affirms the truthfulness
and accuracy of each statement of its certification and disclosure,	
understands and agrees that the provisions of 31 U.S.C. $\S$ 3801, et disclosure, if any.	seq., apply to this certification and
Signature of Applicant's Authorized Representative:	SIGN HERE
Print Name of Applicant's Authorized Representative:	
Title of Applicant's Authorized Representative:	
Date	

(Rev. October 2018) Department of the Treasury

#### EXHIBIT P **Request for Taxpayer Identification Number and Certification**

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

	Name (as shown on your income tax return). Name is required on this line	; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above			
Print or type. See Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose refollowing seven boxes.  Individual/sole proprietor or Corporation S Corporatio		only <b>one</b> of the	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any)
type	Limited liability company. Enter the tax classification (C=C corporation	, S=S corporation, P=Partnership	o) <b>&gt;</b>	
Print or type. ic Instructions	Note: Check the appropriate box in the line above for the tax classificated LLC if the LLC is classified as a single-member LLC that is disregarded another LLC that is not disregarded from the owner for U.S. federal tax is disregarded from the owner should check the appropriate box for the	d from the owner unless the own x purposes. Otherwise, a single-r	er of the LLC is	Exemption from FATCA reporting code (if any)
Ğ	Other (see instructions)			(Applies to accounts maintained outside the U.S.)
See <b>Sp</b>	5 Address (number, street, and apt. or suite no.) See instructions.	Re	quester's name a	nd address (optional)
	6 City, state, and ZIP code			
	7 List account number(s) here (optional)			Ĥ
Par	Taxpayer Identification Number (TIN)			
	your TIN in the appropriate box. The TIN provided must match the n	ame given on line 1 to avoid	Social sec	urity number
backu	up withholding. For individuals, this is generally your social security n	umber (SSN). However, for a		
reside	ent alien, sole proprietor, or disregarded entity, see the instructions for es, it is your employer identification number (EIN). If you do not have	or Part I, later. For other		
TIN, la		a number, see now to get a	or	
Note:	If the account is in more than one name, see the instructions for line	e 1. Also see What Name and	Employer	identification number
	per To Give the Requester for guidelines on whose number to enter.		<b>—</b>	-
Par	t II Certification			
Unde	r penalties of perjury, I certify that:			
2. I ar Sei	e number shown on this form is my correct taxpayer identification nu n not subject to backup withholding because: (a) I am exempt from t rvice (IRS) that I am subject to backup withholding as a result of a fai longer subject to backup withholding; and	packup withholding, or (b) I h	ave not been no	otified by the Internal Revenue
3. l ar	n a U.S. citizen or other U.S. person (defined below); and			
4. The	e FATCA code(s) entered on this form (if any) indicating that I am exe	mpt from FATCA reporting is	correct.	
you ha	ication instructions. You must cross out item 2 above if you have been ave failed to report all interest and dividends on your tax return. For real sition or abandonment of secured property, cancellation of debt, contrib than interest and dividends, you are not required to sign the certification	estate transactions, item 2 do utions to an individual retireme	es not apply. For ent arrangement	mortgage interest paid, (IRA), and generally, payments
Sign Here		Date	. >	
Ge	neral Instructions	• Form 1099-DIV (divide	ends, including t	those from stocks or mutual

Section references are to the Internal Revenue Code unless otherwise

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

#### **Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

- funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  - 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
  - The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- 4. The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

#### **Backup Withholding**

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

#### Payments you receive will be subject to backup withholding if:

- 1. You do not furnish your TIN to the requester,
- 2. You do not certify your TIN when required (see the instructions for Part II for details),
  - 3. The IRS tells the requester that you furnished an incorrect TIN,
- 4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- 5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See Exempt payee code, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships, earlier.

#### What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See Exemption from FATCA reporting code, later, and the Instructions for the Requester of Form W-9 for more information.

#### **Updating Your Information**

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

#### **Penalties**

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

#### **Specific Instructions**

#### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

- b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.
- c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.
- d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.
- e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

#### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

#### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n)	THEN check the box for
Corporation	Corporation
<ul> <li>Individual</li> <li>Sole proprietorship, or</li> <li>Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.</li> </ul>	Individual/sole proprietor or single- member LLC
<ul> <li>LLC treated as a partnership for U.S. federal tax purposes,</li> <li>LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or</li> <li>LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.</li> </ul>	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
Partnership	Partnership
Trust/estate	Trust/estate

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#### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2-The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4-A foreign government or any of its political subdivisions, agencies, or instrumentalities
  - 5-A corporation
- $6-\!$  A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8-A real estate investment trust
- $9\!-\!\text{An}$  entity registered at all times during the tax year under the Investment Company Act of 1940
- 10-A common trust fund operated by a bank under section 584(a)
- 11-A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for	THEN the payment is exempt for
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>&</sup>lt;sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B-The United States or any of its agencies or instrumentalities

C-A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G-A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I-A common trust fund as defined in section 584(a)

J-A bank as defined in section 581

K-A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

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**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

#### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

#### Line 6

Enter your city, state, and ZIP code.

#### Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

#### Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see Exempt payee code, earlier

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

<sup>&</sup>lt;sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- **3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

#### What Name and Number To Give the Requester

Give name and SSN of

For this type of account:

For this type of account:	Give name and SSN of:
1. Individual	The individual
Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account 1
Two or more U.S. persons     (joint account maintained by an FFI)	Each holder of the account
Custodial account of a minor     (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
<ul> <li>b. So-called trust account that is not a legal or valid trust under state law</li> </ul>	The actual owner <sup>1</sup>
Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor*
For this type of account:	Give name and EIN of:
Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing	The corporation
corporate status on Form 8832 or Form 2553	
•	The organization
Form 2553  11. Association, club, religious, charitable, educational, or other tax-	The organization  The partnership
Form 2553  11. Association, club, religious, charitable, educational, or other taxexempt organization	

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
<ol> <li>Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))</li> </ol>	The trust

<sup>&</sup>lt;sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

- <sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.
- <sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

#### Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- · Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

<sup>&</sup>lt;sup>2</sup> Circle the minor's name and furnish the minor's SSN.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.ldentityTheft.gov* and Pub. 5027.

Visit www.irs.gov/ldentityTheft to learn more about identity theft and how to reduce your risk.

#### **Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



Douglas A. Albrecht, Director Antonio Romero, Deputy Director Donna Pearson, Commissioner Carol Musso, Commissioner Joseph Sileo, Commissioner Victoria Lods, Commissioner John G. Carr, County Counsel

### The Board of County Commissioners County of Cumberland

State of New Jersey

164 West Broad Street Administration Building Bridgeton, New Jersey 08302

Phone: (856) 453-2125 Fax: (856) 451-8243

Harold Johnson, County Administrator Luz Vasquez, Deputy County Administrator Kim Codispoti, Clerk To The Board

June 3, 2024

Christy DiLeonardo Address Not On File

Dear Christy DiLeonardo,

The County of Cumberland is sending you the attached document(s) as a result of the May 28, 2024 6:00 PM County Commissioners Board Meeting.

#### Resolution RES-2024-306

#### Adopted [Unanimous]

Resolution Awarding A Contract For Providing In School Youth Industry Focused Training Internship Program Services For Cape May County (by means of the Cumberland/Salem/Cape May Workforce Development Board, RFP #24-03 (Jersey Cape Diagnostic, Training And Opportunity Center, Inc.) (\$131,500.00)

#### **Resolution RES-2024-309**

#### Adopted [Unanimous]

Resolution Awarding A Contract For Providing Out Of School Youth Industry Focused Training & Internship Program Services In Cumberland County (by means of the Cumberland Salem Cape May Workforce Development Board), RFP# 24-13 And And Authorizing Re-Advertising For Requests For Additional Proposals (Pathstone Corporation) (\$300,000.00)

#### **Resolution RES-2024-342**

#### Adopted [Unanimous]

Resolution Appointing and Reappointing Members Of The Workforce Development Board (Cheryl Golden; Hugh McCaffrey; Melissa Niles; Mayra Perez)

Enclosed for your file, please find a copy of the above mentioned resolution(s).

Sincerely yours,

Kim Codispoti Clerk to the Board



#### Cumberland County Board of County Commissioners 164 West Broad Street Bridgeton, NJ 08302



#### RESOLUTION 2024-306 ADOPTED

## Resolution Awarding A Contract For Providing In School Youth Industry Focused Training Internship Program Services For Cape May County (by means of the Cumberland/Salem/Cape May Workforce Development Board, RFP #24-03 (Jersey Cape Diagnostic, Training And Opportunity Center, Inc.) (\$131,500.00)

WHEREAS, Cumberland County is in need of providing In School Youth Industry Focused Training Internship Program Services For Cape May County (by means of the Cumberland Salem Cape May Workforce Development Board), RFP#24-03; and

WHEREAS, funds are available for this purpose.

WHEREAS, N.J.S.A. 40A:11-4.1 provides that a local contracting unit may use competitive contracting in lieu of public bidding for procurement of specialized goods and services, the price of which exceeds the bid threshold, for certain purposes including the aforementioned; and

WHEREAS, pursuant to N.J.S.A. 40A:11-4.3(a), this Board duly passed a resolution authorizing the use of competitive contracting for the provision of said services; and

WHEREAS, the County Director of Purchasing recommends the award of a competitive contract to Jersey Cape Diagnostic, Training and Opportunity Center, Inc., 152 Crest Haven Road, Cape May Court House, NJ 08210.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF CUMBERLAND, as follows:

1. That a contract pursuant to competitive contracting in lieu of competitive bidding is hereby awarded to Jersey Cape Diagnostic, Training and Opportunity Center, Inc., 152 Crest Haven Road, Cape May Court House, NJ 08210 in the amount of \$131,500.00 in accordance with the request for proposal/specification documents and the proposal of the contractor for a contract period July 1, 2024 through to June 30, 2025 with the County having the sole option to extend the contract for three (3) one (1) year terms dependent upon grant funding and as appropriated in future budgets.

2. That the Director and Clerk of this Board be and the same are hereby authorized and directed to execute the contract hereby awarded.

3. That said contract shall be charged to Line Item Appropriation or Account No. G-02-J3-798-420-999 in the amount of \$131,500.00 and shall be contingent upon Grant Funding and appropriation of sufficient funds by the Board of County Commissioners in the 2024 permanent & 2025 temporary and permanent budgets.

Passed and adopted at a regular meeting of the Board of County Commissioners held at the Cumberland County Administration Building, 164 West Broad Street in Bridgeton, New Jersey on Tuesday, May 28, 2024 at 6:00 p.m., prevailing time.

#### ATTACHMENTS:

CERTYCY2024(DOC)

**RESULT:** 

ADOPTED [UNANIMOUS]

**MOVER:** 

James Sauro, Commissioner

**SECONDER:** 

Victoria Groetsch-Lods, Commissioner

**AYES:** 

Albrecht, Groetsch-Lods, Sauro, Marchand, Taylor, Romero, Sileo



## PUBLIC NOTICE OF AWARDS

#### PUBLIC NOTICE OF CONTRACT AWARDS

The Board of County Commissioners of Cumberland County and the Board of County Commissioners of Salam County has arranted the following contracts in accordance with competitive contracts procedures personnel in N.J.S.A. 40A:11-4.1 of seq. These contracts and the resolutions authorizing them are available for public inspection at the Comberland County Finance Department Purchasing Division located at 164 W. Board St. Bridgelon, NJ 08302, or Fifth Street Office Complex, 110 Fifth Street, Suite 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. AMOUNT 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 WIGA TITLE 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, REP# 24-0002

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 WIDA TITLE 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# 24-0002

AWARDED TO: Salem Board of Social Services

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 WIDA TITLE 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 ROARD REPR 24-0002

AWARDED TO: Capa May County Department of Human Services/Division of Workforce 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 REP#24-03

AWARDED TO: Jersey Cape

EST. AMOUNT OF AWARD: \$131,500

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 pre-year ranewals

CONTRACT TITLE: FOR PROVIDING OUT OF SCHOOL YOUTH INDUSTRY FOCUSED/OCCUPATIONAL TRAINING INTERNSHIP PROGRAM SERVICES FOR GAPE MAY COUNTY, RFF#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#24-13
AWARDED TO: PalhStone Corporation

EST, AMOUNT OF AWARD: \$300,000

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

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

AWARDED TO: Camberland Empowerment Zone

EST. AMOUNT OF AWARD: \$100,000

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

The aervices highlighted in the public rotice are supported by the New Jersey Department of Labor (NJDOL) with funds from the United Stares Department of Labor (USDOL) through the Worldorce Innovation and Opportunity Act (WOA) 100% of these services are financed through federal funding courses. Certifact award information is on fire and available for inspection at the Cemberland County Department of Worldorce Development. 3322 Collage Driva, Vineland NJ 08350

1x Fee: \$95.21

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

Caring Brette

# CAPE MAY COUNTY WIOA IN-SCHOOL YOUTH PROGRAMS RFP 24-03 (7/1/24 to 6/30/25) COMPLETED: 4/17/24

WIOA In-School Youth Program	AVERAGE	REQUESTED	APPROVED	NUMBER OF YOUTH SERVED	STATUS	COMMENTS
PROPOSING AGENCY						
Jersey Cape	97.3	\$131,500	\$131,500*	20	Funded	Committee recommends to fund program,
ISI	78.7	\$185,760	\$0.00	25	Not Funded	Review committee states it is unclear if LSI can provide services to Cape May County. Many businesses listed were not from Cape May County and many were old. The referral plan seems unrealistic as businesses do not reflect the county. The committee would have liked to know what percentages of services would be vitual versus in person. It is not clear if LSI can provide some of the 14 program elements to participants.

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

# PROPOSAL REVIEW COMMITTEE:

Jody Classen Edward J. Geletka Carol Musso