



WORKFORCE
DEVELOPMENT BOARD

CUMBERLAND · SALEM · CAPE MAY

RFP #24-13

Resubmission

Cumberland

Out of School Youth



WORKFORCE
DEVELOPMENT BOARD

CUMBERLAND · SALEM · CAPE MAY

PUBLIC NOTICE OF OPPORTUNITY



State of New Jersey,) ss

County of Gloucester)

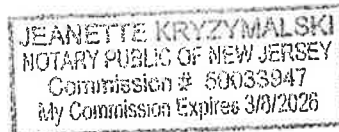
Loretta Doran being duly sworn, deposes that he/she is principal clerk of NJ Advance Media; that South Jersey Times is a public newspaper, with general circulation in Camden, Cumberland, Gloucester, and Salem Counties, and this notice is an accurate and true copy of this notice as printed in said newspaper,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

South Jersey Times 06/12/2024

Principal Clerk of the Publisher

Sworn to and subscribed before me this 13th day of June 2024

Notary Public



PUBLIC NOTICE

NOTICE OF COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL

RFP #24-13 RESUBMISSION

COMPETITIVE CONTRACTING REQUEST
FOR PROPOSAL 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)

The County of Cumberland is soliciting proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq. The services highlighted in this RFP are supported by the New Jersey Department of Labor (NJDOLE) with funds from the United States Department of Labor (USDOL) through the Workforce Innovation and Opportunity Act (WIOA) totaling \$425,000. 100% of these services are financed through federal funding sources.

In accordance with U.S. 2 CFR 200.321 qualified businesses with M/WBE, VOB, DVOB, SBE, ESBE or DBE certifications are encouraged to respond to this opportunity.

Sealed RFP responses will be received by Purchasing, on Tuesday, July 9, 2024, at 3:00 P.M. prevailing time in the Cumberland County Purchasing Department, Cumberland County Administra-

tion 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 \$54.42
6/12/24 1T (10877639)

AFFIDAVIT OF PUBLICATION

Order Number : 10385122

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, depose and saith that the advertisement of which the annexed is a true copy, has been Published in said newspaper in the issue:

06/13/2024

Legal Clerk

Notary Public State of Wisconsin County of Brown

My commission expires

AMY KOKOTT
Notary Public
State of Wisconsin

NOTICE OF COMPETITIVE
CONTRACTING
REQUEST FOR PROPOSAL

RFP #24-13 RESUBMISSION

COMPETITIVE CONTRACTING
REQUEST FOR PROPOSAL FOR
PROVIDING OUT OF SCHOOL
YOUTH INDUSTRY FOCUSED
TRAINING & INTERNSHIP
PROGRAM SERVICES IN CUMBER-
LAND COUNTY

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

The County of Cumberland is soliciting proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq. The services highlighted in this RFP 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) totaling \$425,000. 100% of these services are financed through federal funding sources.

In accordance with U.S. 2 CFR 200.321 qualified businesses with MWBE, VOB, DVOB, SBE, ESBE or DBE certifications are encouraged to respond to this opportunity.

Sealed RFP responses will be received by Purchasing, on Tuesday, July 9, 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
6/13/2024 (\$24.49)

**NOTICE OF COMPETITIVE CONTRACTING
REQUEST FOR PROPOSAL**

RFP #24-13 RESUBMISSION

**COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL 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)**

The County of Cumberland is soliciting proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq. The services highlighted in this RFP 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) totaling \$425,000. 100% of these services are financed through federal funding sources.

In accordance with U.S. 2 CFR 200.321 qualified businesses with M/WBE, VOB, DVOB, SBE, ESBE or DBE certifications are encouraged to respond to this opportunity.

Sealed RFP responses will be received by Purchasing, on **Tuesday, July 9, 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



WORKFORCE
DEVELOPMENT BOARD

CUMBERLAND · SALEM · CAPE MAY

REQUEST FOR PROPOSAL (RFP)

COUNTY OF CUMBERLAND

BRIDGETON, NEW JERSEY

RFP # 24-13

**COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL 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 OPENING: Tuesday, April 30, 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 #24-13

**COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL 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)

The County of Cumberland is soliciting proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq. The services highlighted in this RFP are supported by the New Jersey Department of Labor (NJDOLE) with funds from the United States Department of Labor (USDOL) through the Workforce Innovation and Opportunity Act (WIOA) totaling \$450,000. 100% of these services are financed through federal funding sources.

In accordance with U.S. 2 CFR 200.321 qualified businesses with M/WBE, VOB, DVOB, SBE, ESBE or DBE certifications are encouraged to respond to this opportunity.

Sealed RFP responses will be received by Purchasing, on **Tuesday, April 30, 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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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.

<u>Required with Receipt of RFP</u>	<u>Item</u>	<u>Read, Initialed and Submitted</u>
<u> X </u>	Official RFP Sheet (Exhibit A)	<u> </u>
<u> X </u>	Statement of Authority (Exhibit B)	<u> </u>
<u> X </u>	RFP Exceptions Form (Exhibit C)	<u> </u>
<u> X </u>	Statement of Corporate Ownership Pursuant to <u>N.J.S.A. 52:25-24.2</u> (Exhibit D)	<u> </u>
<u> X </u>	EEO/Affirmative Action Compliance Notice Pursuant to <u>N.J.S.A. 10:5-31</u> et seq. and <u>N.J.A.C. 17:27</u> (Exhibit E)	<u> </u>
<u> X </u>	Certification Regarding Debarment (Exhibit G) & Fed Debarment (Ex.G.2)	<u> </u>
<u> X </u>	Non-Collusion Affidavit (Exhibit H)	<u> </u>
<u> X </u>	Acknowledgement of Receipt of Addenda Form Pursuant to <u>N.J.S.A. 40A:11-23.2.e.</u> (Exhibit I)	<u> </u>
<u> X </u>	Request for References Form (Exhibit J)	<u> </u>
<u> X </u>	Vendor Information Sheet (Exhibit K)	<u> </u>
<u> X </u>	Bidders Data Sheet and Questionnaire (Exhibit L)	<u> </u>

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

<u>Required Prior to Contract Award</u>	<u>Item</u>	<u>Read, Initialed Shall Submit</u>
<u> X </u>	New Jersey Business Registration Certificate (Due prior to Award)	<u> </u>
<u> X </u>	Russia/Belarus Certification Exhibit Q (Due prior to Award)	<u> </u>
<u> X </u>	Disclosure of Investment Activities In Iran (Exhibit N)(Due prior to Award)	<u> </u>
<u> X </u>	Certificate(s) of Insurance as specified	<u> </u>

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

Review Required

Item

Read and Initialed

 X

Americans with Disabilities
Act Language -- (Exhibit F)

 X

Conflict of Interest Policy
(Exhibit O) Pages 32-34

 X

General Instruction/Conditions
Pages 35-48

 X

Technical Specifications
Pages 49-70

 X

Attachments
Pages 71-90

 X

Federal Rider

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

SIGNATURE

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

Name of Company: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

END OF RFP CHECKLIST

EXHIBIT A
OFFICIAL PROPOSAL DOCUMENT

TO THE CUMBERLAND COUNTY BOARD OF 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 OUT OF SCHOOL YOUTH INDUSTRY FOCUSED TRAINING & INTERNSHIP
PROGRAM SERVICES IN CUMBERLAND COUNTY, RFP# 24-13
(by means of the Cumberland Salem Cape May Workforce Development Board)**

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

Have you included with your proposal submission all of the required items listed per the Proposal Checklist, Pages 4/5? Yes ____ No _____. If not, your proposal may be rejected as non-responsive.

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

Name of Company: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

END OF OFFICIAL PROPOSAL DOCUMENT

EXHIBIT B

STATEMENT OF AUTHORITY

RFP SUBMITTED FOR:

COMPANY: _____

ADDRESS: _____

RFP SUBMITTED BY:

(Print Name of Company Officer)

SIGNATURE: _____
(Signature of Company Officer) ***

TITLE: _____ **DATE:** _____

TELEPHONE: _____ **EXTENSION:** _____

FACSIMILE: _____

EMAIL ADDRESS: _____

TAXPAYER IDENTIFICATION NUMBER: _____

***** 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.

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

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

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

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

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

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

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

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

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

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

Form Completed by: _____
(Print Name)

(Signature)

Title: _____ Date: _____

EXHIBIT D

STATEMENT OF OWNERSHIP DISCLOSURE

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

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information 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): _____

Part II

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, 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

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

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

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

Please list the names and addresses of each stockholder, partner, 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 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/Beneficiary and Corresponding Entity Listed in Part II	Address

Part IV Certification

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

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

EXHIBIT E

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

Goods and General Service Vendors

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

Do you have a federally-approved or sanctioned EEO/AA program? Yes ☐ No ☐
If yes, please submit a photostatic copy of such approval.

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor shall provide a copy of the Certificate to the County as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates shall be renewed prior to their expiration date in order to remain valid.

Do you have a State Certificate of Employee Information Report Approval? Yes ☐ No ☐
If yes, please submit a photostatic copy of such approval.

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

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

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

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

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

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

EXHIBIT F

AMERICANS WITH DISABILITIES ACT MANDATORY LANGUAGE

Equal Opportunity for Individuals with Disabilities

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. s12101 et seq.), which Prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant 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 Title) (Name of your Organization)

(Address of your Organization)

CHOOSE ONE OF THE FOLLOWING

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

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

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

Subscribed and sworn to
Before me this day of

_____ 20 _____

(Signature)

(Signature of Notary Public)

(Typed or Printed Name and Title)

My Commission expires _____
(Month, Day, Year)

INSTRUCTIONS FOR CERTIFICATION

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

EXHIBIT G.2

CERTIFICATION OF NON-DEBARMENT **FOR FEDERAL GOVERNMENT CONTRACTS**

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

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

PART I: VENDOR INFORMATION	
Individual or Organization Name	
Address of Individual or Organization	
DUNS Code (if applicable)	
CAGE Code (if applicable)	
Check the box that represents the type of business organization:	

- ☐ Sole Proprietorship (skip Parts III and IV) ☐ Non-Profit Corporation (skip Parts III and IV)
☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC) ☐ Partnership
☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
☐ Other (be specific): _____

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
I hereby certify that the individual or organization listed above in Part I is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; 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 date of contract award by the County to notify the County 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 County permitting the County to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):		Title:	
Signature:		Date:	

PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization

Section A (Check the Box that applies)

☐	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
Name of Individual or Organization	
Home Address (for Individual) or Business Address	

OR

☐	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.
--------------------------	---

Section B (Skip if no Business entity is listed in Section A above)

☐	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization's parent entity, as the case may be.
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	
Home Address (for Individual) or Business Address	

OR

☐	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.
--------------------------	--

Section C – Part III Certification

I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the **Organization listed above in Part I** or, if applicable, owns greater than 50 percent of a parent entity of **Organization listed above in Part I**. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; 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 date of contract award by the **County** to notify the **County** 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 **County**, permitting the **County** to declare any contract(s) resulting from this certification void and unenforceable.

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

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities

Section A

☐	Below is the name and address of the corporation(s) in which the Organization listed in Part I owns more than 50 percent of voting stock, or of the partnership(s) in which the Organization listed in Part I owns more than 50 percent interest therein, or of the limited liability company or companies in which the Organization listed above in Part I owns more than 50 percent interest therein, as the case may be.
--------------------------	--

Name of Business Entity	Business Address

****Add additional sheets if necessary****

OR

☐	The Organization listed above in Part I does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.
--------------------------	---

Section B (skip if no business entities are listed in Section A of Part IV)			
☐		Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).	
Name of Business Entity Controlled by Entity Listed in Section A of Part IV		Business Address	
Add additional Sheets if necessary			
OR			
☐		No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.	
Section C – Part IV Certification			
I hereby certify that the Organization listed above in Part I does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; 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 date of contract award by the County to notify the County 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 County, permitting the County to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):		Title:	
Signature:		Date:	

EXHIBIT H

NON-COLLUSION AFFIDAVIT

State of _____

ss:

County of _____

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

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

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

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

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

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

Subscribed and sworn to
Before me this day

_____ 20 _____

(Signature of Affiant)

(Signature of Notary Public)

(Typed or Printed Name of Affiant)

My Commission expires _____
(Month, Day, Year)

EXHIBIT I

COUNTY OF CUMBERLAND, NEW JERSEY

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

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

☐

No addenda were issued:

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

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

Title: _____

Date: _____

EXHIBIT J

REQUEST FOR REFERENCE FORM

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

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

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

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

EXHIBIT K

VENDOR INFORMATION SHEET

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

Name of Business: _____

Correspondence Address, including zip code:

Purchase Order Address, including zip code:

Payment Address, including zip code:

Telephone Number: _____

Facsimile Number: _____

EXHIBIT L

BIDDERS DATA SHEET AND QUESTIONNAIRE

Please provide the following information

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

Has your company ever failed to complete any contract with regard to any of the services herein described? Yes ____ No ____ . If yes, provide details here:

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

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

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

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

END OF BIDDERS DATA SHEET AND QUESTIONNAIRE

EXHIBIT M

(Required on all Bids)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2.1 Each Occurrence \$1,000,000

2.2.2 Personal & Adv. Injury \$1,000,000

2.2.3 General Aggregate \$2,000,000

2.2.4 Products-Completed Operations Aggregate \$2,000,000

2.3 Sexual Abuse & Molestation liability with minimum limits of liability not less than \$1,000,000 per Abuse and Molestation Claim

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

2.4.1 Owned Vehicles

2.4.2 Hired/Leased Vehicles

2.4.3 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: 24-13 Bidder/Offeror: _____

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

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

PLEASE CHECK THE APPROPRIATE BOX:

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

OR

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

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

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

Name of Entity: _____ Relationship to Bidder: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder/Offeror Contact Name: _____ Contact Phone: _____

(EXHIBIT N Continued)

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

Full Name: _____ **Signature:** _____

Title: _____ **Date:** _____

EXHIBIT O

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

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

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

which fall into one of the following categories may be accepted:

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

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

III. Violation

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

**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 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

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

2. NOTIFICATION OF CONFIDENTIAL, PROPRIETARY OR TRADE SECRETS OR OTHER SENSITIVE INFORMATION

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

3. RFP CHECKLIST

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

4. OFFICIAL RFP SHEET

(Required on all RFPs)

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

5. **STATEMENT OF AUTHORITY**

(Required on all RFPs)

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

6. **RFP EXCEPTIONS FORM**

(Required on all RFPs)

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

7. **STATEMENT OF CORPORATE OWNERSHIP**

(Required on all RFPs)

No corporation or partnership may be awarded a contract for the performance of work or the furnishing of materials or supplies, unless it lists with its 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. **EEO/AFFIRMATIVE ACTION REQUIREMENTS**

(Required on all RFPs)

Goods, Professional Services and General Service Contracts.

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 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 & FEDERAL DEBARMENT

(Required on all RFPs)

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

12. NON-COLLUSION AFFIDAVIT

(Required on all RFPs)

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

13. ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

(Required on all RFPs)

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

14. REQUEST FOR REFERENCES FORM

(Required for this RFP: Yes X No)

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

15. VENDOR INFORMATION SHEET

(Required on all RFPs)

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

16. BIDDERS DATA SHEET AND QUESTIONNAIRE

(Required for this RFP: Yes X No)

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

17. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

(Required on all RFPs)

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

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

During the course of contract performance:

- (1) The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.

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

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

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

Emergency Purchases or Contracts

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

Sample

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTOR	
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT	TRADE NAME: CLINTON STRA... ..
TAXPAYER IDENTIFICATION: 970-097-382/500	SEQUENCE NUMBER: 010700
ADDRESS: 847 ROEBLING AVE TRENTON, NJ 08611	ISSUANCE DATE: 07/14/04
EXPIRATION DATE: 01/14/05	

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

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

18. **CONTRACTORS INSURANCE REQUIREMENTS**

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

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

(Required on all 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)

Respondents 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 N.J.S.A. 40A:11-24, which provides that bidders, at the request of the contracting unit, may agree to have their RFPs held for consideration for a longer period.

23. **INDEMNIFICATION**

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

24. **PRICES**

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

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

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

25. TAXES

The County is exempt from all Federal and State Taxes.

26. QUESTIONS

Questions concerning this RFP shall be directed in writing to the Cumberland County Purchasing Department, Attention: David C. DeWoody, Purchasing Agent, either by facsimile at (856) 451-0967 or by email at daviddle@cumberlandcountynj.gov and cc: gwensc@cumberlandcountynj.gov and caroldo@cumberlandcountynj.gov by 12:00 PM (Noon) Friday, April 12, 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 the next highest-ranking 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 respondent will be required to sign and execute the County's standard contract. This contract, along with other documents required for the award of contract, must be executed by the successful respondent, and returned to the Cumberland County Purchasing Department within ten (10) days after receipt by the successful bidder. Should the respondent to whom the contract is awarded fail to enter into an agreement with the County for the reasons stated herein, and within the time limitations stated herein, the County may then, at its option, accept the RFP of the next highest ranking responsible respondent. 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 an RFP specification shall file such challenge in writing with the Cumberland County Director of Purchasing no less than three (3) business days prior to the opening of the RFPs. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract; N.J.S.A. 40A: 11-13 (e).

49. COST LIABILITY AND ADDITIONAL COSTS

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

Respondents will assume responsibility for all costs not stated in their proposals. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional

charges, unless incurred for additional work performed by request of the owner, are not to be billed and will not be paid.

50. OWNERSHIP OF MATERIAL

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

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

51. PAYMENTS

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

The County may withhold all payments, or any portion thereof, should verification/clarification become necessary on any invoice and or condition of contract. 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.

53. RETAINAGE Not applicable to this RFP

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.

57. CONFLICT OF INTEREST STATEMENT

(Required on all Submissions)

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

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

1. An employee, officer, or agent involved in the selection, award, or administration of a contract;
2. Any member of his or her immediate family;
3. His or her partner; or
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 <http://cumberlandprocure.org>. Notices for construction bids/projects are issued on this site; there may be a charge for construction bid specification packages and drawings. All clarifications and addenda are posted on this site.

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

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

53. RUSSIA/BELARUS BUSINESS PROHIBITION P.L.2022, c.3

(Required on all RFPs)

All potential bidders/respondents must attest on the form provided, of their status of engagement in prohibited activities in Russia or Belarus. Certification requires that you review the Entity List provided by the Department of Treasury, (link provided on the form), then check off the appropriate box and complete the form.

54. PURCHASE OF AMERICAN GOODS

In accordance with N.J.S.A. 40A:11-18 and 2 CFR 322 for this RFP, only manufactured and farm products of the United States wherever available, and to the greatest extent practicable, shall be provided.

TECHNICAL SPECIFICATIONS

FOR: COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL 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

1. INTRODUCTION

This RFP is to provide the basis for a contract to be awarded, for the Services outlined herein, for the County of Cumberland 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	Tuesday, March 19, 2024
Question Deadline	Friday, April 12, 2024, 12 Noon Prevailing
Proposal Due Date	Time Tuesday, April 30, 2024, 2:30 PM
Governing Body Action	Tuesday, May 28, 2024
Contract Commencement	July 1, 2024

4. PROPOSAL SUBMISSION INFORMATION

a. SUBMISSION DATE AND TIME:

Tuesday, April 30, 2024; 3:00 P.M.

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

b. SUBMISSION OFFICE:

Cumberland County Finance Department, Purchasing Division

RFP# 24-13 Cumberland Out of 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. **INTERVIEWS**

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

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. **INTERPRETATIONS AND ADDENDA**

Respondents are expected to examine the RFP with care and observe all its requirements. All questions about the meaning or intent of this RFP, all interpretations and clarifications considered necessary by the owner's representative in response to such comments and questions will be issued by Addenda mailed or

delivered to all parties recorded as having received the RFP package. Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements or clarifications are without legal effect.

10. CONTRACT TERM

The term of the contract is July 1, 2024, to June 30, 2025, 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 Out-of-School Youth Industry Focused Training and Internship Program Services in Cumberland County by Means of the Cumberland Salem Cape May Workforce Development Board

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 51% of the membership. The mission of the WDB is to promote life-long learning by collaborating with businesses, agencies, and organizations to bring education, employment, and training programs together into a workforce development system that provides a means for residents to gain sufficient skills, education, and employment and financial independence. To learn more about the WDB visit <https://www.cumberlandcountynj.gov/workforcedevelopment>.

B. ONE-STOP OPERATOR PARTNER

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

C. ONE-STOP CAREER CENTERS

The cornerstone of the One-Stop Career Center workforce innovation system is the one-stop delivery designed to serve the needs of dual customers, the job seeker, and the employer. This delivery system is the mechanism through which programs are integrated. In Cumberland, Salem and Cape May County, this One-Stop system also carries the federal tag line "American Job Centers." The One-Stop service delivery model is a

commonsense approach to helping people find the right job or career, training, or educational programs. Job seekers are placed in new environments, get specific skills training, and/or access to training programs. These centers also offer business help with hiring employees, finding qualified candidates, and post job listings.

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

D. MONITORING

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

E. WORK-BASED LEARNING

WIOA requires the local area Workforce Development Board to spend no less than 20% of funds 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 Out-of-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.

The WIOA youth program design requires an objective assessment of academic levels, skill levels, and service needs of each participant, which includes a review of basic skills, occupational skills, prior work experience, employability, interest, aptitudes, supportive service needs, and developmental needs. Assessments must also consider a youth's strengths rather than just focusing on areas that need improvement.

As discussed in 20 CFR 681.290, "in assessing basic skills, local programs must use assessment instruments that are valid and appropriate for the target population, and must provide reasonable accommodation in the assessment process, if necessary, for individuals with disabilities." For purposes of the basic skills assessment portion of the objective assessment, local programs are not required to use assessments approved for use in the Department of Education's National Reporting System (NRS), nor are they required to determine an individual's grade level equivalent or educational functioning level (EFL), although use of these tools is permitted. Rather, local programs may use other formalized testing instruments designed to measure skills-

related gains. It is important that, in addition to being valid and reliable, any formalized tested used be appropriate, fair, cost effective, well-matched to the test administrator's qualifications, and easy to administer and interpret results. Alternatively, skills related gains may also be determined through less formal alternative assessment techniques such as observation, folder reviews, or interviews. The latter may be particularly appropriate for youth with disabilities given accessibility issues related to formalized instruments. Local programs may use previous basic skills assessment results if such previous assessments have been conducted within the past six months.

In contrast to the initial assessment described above, if measuring EFL gains after program enrollment under the measurable skill gains indicator, local programs must use an NRS approved assessment for both the EFL pre- and post-test to determine an individual's educational functioning level.

G. PROGRAM REPORTING REQUIREMENTS

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

1. Invoices for services and related expenses **SHALL BE BILLED BI-MONTHLY**. Invoices are due by the 30th of the odd month for the two months prior. For contracts beginning July 1, the first invoice will be due September.
2. WIOA does not require the use of accrual accounting; however, accrual accounting is required and must be included on all invoices for reimbursement.
3. The contractor shall maintain sufficient documentation on file in their offices to support invoices and make such documentation available for review by authorized WDB staff or their auditors. The contractor will be required to attach detailed documentation to support invoice costs.
4. Reporting administration costs separate from Program Costs consistent with federal cash management policies and procedures.
5. A monthly youth count for active participants is due on the 1st of each month for the previous month. This information is to be emailed to the contract manager.
6. WDB reserves the right to adjust reporting requirements, upon mutual agreement with the contractor, if such adjustments are deemed necessary to meet program objectives.
7. Contractors must maintain hard copies in compliance with rules and regulations, and WDB procedures and policies.
8. Contractors must comply with all established reporting and invoicing 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: PROGRAM COST REIMBURSEMENT - \$7,500 PER YOUTH

The contractor will be reimbursed for work experience costs and other program costs incurred on a per youth basis once youth are enrolled. Allowable work experience expenditures include wages paid to youth in a work experience, staff time spent identifying potential work experience opportunities, staff time working with employers to develop the work experience, staff time spent working with employers to ensure a successful work experience, staff time spent evaluating the work experience, participant work experience orientations sessions, classroom training or the required college and career readiness component directly related to the work experience, orientation for employers, and incentive payments directly tied to the completion of work experience.

RESERVATIONS

The Cumberland Salem Cape May Workforce Development Board reserves the right to reject any and all RFPs and discrepancies herein. It also reserves the right to award multiple contracts for provision of the services described in this RFP.

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.

Cost Reimbursement: The contractor will be reimbursed for the cost incurred from work experience costs and other program costs. Work experience costs include staff wages, staff fringe, youth wages, youth fringe, material/supplies, staff travel and achievement payments. Other program costs include staff wages, staff fringe, facility costs, material/supplies/printing, achievement payments.

Performance Based: The following performance payment elements will be paid on a per-youth achievement basis totaling no more than \$2,000.

- Completion of Workplace Readiness activity: \$500
- Measurable skill gain: \$500
- Credential (including diploma*): \$500
- Employment, training, or postsecondary education after exit: \$500

The total cost per youth may not exceed \$7,500.

Since work experience is a critical component of the program, at least \$3,750 of the \$7,500 per youth must be spent on work experience activities and detailed in the attached budget worksheet.

The Youth Counselor will verify dates of enrollment. A workplace readiness curriculum must be successfully completed along with the minimum number of required hours of work experience. The measurable skill gain must occur during programming prior to exit or before the end of the contract, whichever comes sooner. The credential must be in alignment with the youth's career goals as indicated on the ISS. Youth can obtain a credential during programming or up to one year after exit. Please note diplomas are a positive outcome under the Credential Performance Measure, and count as a credential, only if youth are employed or enrolled in education or training (including military) within 1 year after exit. Placement in employment, training, or postsecondary education must be at least 20 hours per week and occur within the first six (6) months after exit. Documentation is required for all payments.

This contract shall commence July 1, 2024, and terminate June 30, 2025, subject to the budgetary appropriations by the Cumberland County Board of Commissioners as required by law. The contract will remain open for an additional 90 days (until September 30, 2025) to allow for the attainment and billing of performance-based measures.

The Cumberland Salem Cape May Workforce Development Board shall hold a unilateral right to renew up to three one-year contracts. Contract extension will be based on performance during the first six (6) months of the contract and the availability of adequate funding.

The award of any contract(s) pursuant to this RFP shall be contingent upon receipt of the Cumberland Salem Cape May Workforce Development Board for the Workforce Innovation and Opportunity Act Youth funding from the New Jersey Department of Labor and Workforce Development.

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

The contract must receive a minimum rating of seventy (70) from the review committee in order to be eligible for funding.

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

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

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

The contractor and their personnel shall be independent contractors and not employees, servants, or agents of the Workforce Development Board.

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

The County has appropriated approximately \$450,000 WIOA Out-of-School Youth Contracts. The allocation of those funds will be determined after proposals are received and reviewed. The services highlighted in this RFP are supported by the New Jersey Department of Labor (NJDOLE) with funds from the United States Department of Labor (USDOL) through WIOA. 100% of these services are financed through federal funding sources.

L: 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 Out-of-School Youth Programs under the Workforce Innovation and Opportunity Act. Out-of-School Youth Programs provide comprehensive educational and employment services to eligible youth in Cumberland County ages sixteen (16) to twenty-four (24).

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 out-of-school youth residents of Cumberland County 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 One Stop 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, an initial assessment, completion of the Individual Service Strategy (ISS) Part I, and participation in any of the fourteen (14) youth program elements.

The fourteen Program Elements are as follows; 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 of proposal preparation shall be borne upon the applicant. The Workforce Development Board shall not be liable for any pre-contractual expenses incurred by the applicant in preparation and/or submission of the proposal.

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

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

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.

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

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

Any contract entered into between the contractor and the 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.

M. PRIORITY OF SERVICE

Service providers should have a priority of service for high school dropouts. As such, no more than fifty percent (50%) of youth enrolled can possess a high school diploma or equivalent. Services are to be provided to **YOUTH WHO RESIDE IN CUMBERLAND COUNTY ONLY and SERVICES MUST BE PROVIDED WITHIN CUMBERLAND COUNTY.**

A minimum of 20 participants are to be served.

Consistent with the Workforce Innovation and Opportunity Act and performance measures associated with those programs, the local area has defined the youth population that is eligible for services as being an individual who is:

1. Sixteen (16) through twenty-four (24) years of age at time of enrollment
2. Not attending school (as defined by New Jersey State Law) **AND**
3. One or more of the following "employment barrier" categories:
 - A school dropout
 - A youth who is within the age of compulsory school attendance but has not attended school during the most recent marking period of the current academic year. The academic year is defined by the local school district.
 - A recipient of a secondary school diploma or its recognized equivalent who is also a low-income individual and is either basic skill deficient or an English language learner
 - An offender
 - A homeless individual or runaway
 - An individual currently in foster care or who has aged out of the foster care system, or who has attained 16 years of age and left the foster care for kinship guardianship or adoption; or in an out-of-home placement.
 - An individual who is pregnant or parenting
 - An individual with a disability
 - A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment (limited to 5% of total youth). The use of this barrier requires Workforce Development Board approval.

N. PROGRAM ELEMENTS

To support the attainment of a secondary school diploma or recognized equivalent, entry into postsecondary education, and career readiness for participants, youth programs shall make available the elements consisting of:

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 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 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.

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).
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 participation and subsequent period, for at least 12 months. 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.
9. Follow-up services for not less than 12 months after the completion of participation. Providers will be expected to conduct follow-up services for 180 days (about 6 months) after exit then reconnect the youth to Cumberland, Salem, or Cape May County One Stop Services to continue follow-up services.
10. Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate.
11. Financial literacy education.
12. Entrepreneurial skills training.
13. Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration activities.
14. Activities that help youth prepare for and transition to postsecondary education and training.

WIOA requires these fourteen elements be made available to each youth, though they are not expected to participate in each service. Participation depends on the individual needs identified from assessments and the Individual Service Strategy.

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

WIOA Performance Indicators

Service providers need to be aware of the following performance measures issued by the Employment and Training Administration.

- **Employment Rate Q2** – percentage of participants employed during the 2nd quarter after exit. Note: for youth only, this includes those employed or in education or training during 2nd quarter after exit.
- **Employment Rate Q4** - Number of exiters employed during the 4th quarter after exit. Note: for youth only, this includes those employed or in education or training during 4th quarter after exit.
- **Median Earnings** – The midpoint of wages during the 2nd quarter after exit for all exiters with wages in the 2nd quarter after exit.
- **Credential Rate** – percentage of participants who obtain a recognized credential or secondary diploma during participation or within one year after program exit. Note: In-school youth must attain degree and be employed or in Education or training within one year after exit.
- **Measurable Skill Gain** - percentage of in program participants in an education or training program that leads to a postsecondary credential or employment and are achieving skill gains.

Supportive Services

WIA Section 3 (59) states: The term “supportive services” means services such as transportation, childcare, dependent care, housing, and needs related payments that are necessary to enable an individual to participate in activities authorized under this title. This definition is expanded in WIOA CFR 681.570, which states that supportive services for youth may include the following:

- Referrals to community services
- Assistance with transportation
- Assistance with childcare and dependent care
- Assistance with housing
- Referrals to medical services
- Assistance with uniforms or other appropriate work attire and work related tools including items such as eye glasses and protective eye gear
- Needs based payments
- Assistance with educational testing and accommodations

Proposal Content Outline

- Proposal Title Page – Attachment A
- Program Narratives
- Program Budget Worksheet - Attachment B
- Cost Allocation Plan, if applicable
- WIOA Program Elements Chart – Attachment C
- Organizational Chart

O. PROGRAM NARRATIVE:

1. EXECUTIVE SUMMARY - MAXIMUM OF TWO (2) PAGES

Provide a summary of your program’s structure, approach to service, goals, and planned outcomes. Explain how your program will contribute to the County’s overall workforce development system. Concentrate on the elements of your program that you believe make it successful, unique, or otherwise worthy of funding.

Provide a description of your organization in terms of its administrative, programmatic, and financial capacity to operate the WIOA Youth Program presented in the proposal. Experience in operating similar programs

should also be identified and appropriately referenced. Provide prior program performance statistics, if applicable. If you intend to subcontract any portion of the funds requested, the organizational capacity of each identified subcontractor must also be addressed.

Identify any partnerships that you have or will develop in delivering program services. Provide a description of how these coordinated, cooperative and/or collaborative efforts will function. Identify if the services your partners will perform are part of a specific subcontracting arrangement or are to be provided through non-WIOA resources that your partners will contribute to the youth program's operations.

Describe the target population you will serve in your program in terms of age groups, school enrollment status, and any other special characteristics that you have identified.

Include verification of ETPL application.

2. PROGRAM ELEMENTS – MAXIMUM OF FOUR (4) PAGES

Provide a description of how your organization intends to address each of the Program Elements as stated in section N of this document.

3. RECRUITMENT AND IDENTIFICATION OF ELIGIBLE YOUTH - MAXIMUM OF TWO (2) PAGES

Recruitment and identification of eligible youth can be ongoing throughout most of the program period until the level of service is met or March 31, 2025, whichever is sooner. Youth must have reasonable time to complete the program goals therefore **no youth will be enrolled after March 31, 2025.**

Describe how you will recruit and identify youth meeting WIOA eligibility requirements. Describe how you will interact with your local county office regarding youth eligibility determination and certification process.

The Youth Counselor will provide the initial assessments and complete Part I of the Individual Service Strategy (ISS). Once eligibility has been determined, the Youth Counselor will notify the vendor they are able to start programming. The vendor will work closely with the Youth Counselor to complete and update the remainder of the ISS, sharing information to help the youth form realistic goals based on their individual circumstances and available resources. All participating youth must be approved before services are provided

Describe the participant assessment and Individual Service Strategy (ISS) process you will utilize to determine each youth's employment barriers and identify the services needed to overcome those barriers, including the need for supportive services and how they will be provided and/or paid for.

4. EDUCATIONAL (BASIC SKILLS) ACTIVITIES - MAXIMUM OF TWO (2) PAGES

All out-of-school youth assessed as basic skills deficient in either reading or math must enroll in an academic support activity to increase literacy and/or numeracy skills. Educational activities can be ongoing throughout program participation and should result in an increase of at least one educational functioning level. A minimum of fifty (50) hours of educational activities must be provided to each youth who is identified as being basic skills deficient. Documentation must be kept in the participant's case file. Youth must be tested before they receive their first program element. Youth must be post-tested at least once prior to exit. The same testing instrument must be used for the assessment and any post-test and must provide results in grade-level format. Individual test results must be kept in the participant's case file. CASAS is the recognized test for determining

basic skills attainment and each youth will be CASAS tested prior to enrollment. All other tests must be submitted for approval prior to use.

Describe how you will provide educational activities that will address the barriers identified through the ISS process. Describe the testing instrument and the process that you will use to assess the youth's educational levels. Describe the curriculum that you will use to provide educational activities to those youth who require educational services including the length of time expected to achieve an educational functioning level increase. Describe the incentive payment, if any, that will be provided and the requirements the youth must fulfill to receive the payment.

5. WORKPLACE READINESS ACTIVITIES - MAXIMUM OF TWO (2) PAGES

Workplace Readiness activities should result in competency in job readiness, job seeking and job keeping skills. A minimum of twenty (20) hours of workplace readiness activities must be provided to each youth. Workplace readiness activities must be completed prior to participation in other work-related services (i.e. work experience or job placement).

The Workforce Development Board has purchased an online workplace readiness curriculum available to awarded providers. There is no requirement to use this curriculum. If an agency uses this curriculum, there is no minimum hourly requirement, the youth is successful when they complete the three series listed below. It has a comprehensive pre-assessment that will assign needed skill sets to youth for completion. Any agency wanting to view the curriculum can contact April Gomez at agomez@ccoel.org for log-in information. The workplace readiness curriculum has the following series and skill sets:

- Job Readiness Series: attitude, communication, planning & organizing, critical thinking, interpersonal/social skills, teamwork, professionalism, and medial rules.
- Job Seeking Series: job search, resumes, job applications, preparing for an interview, interviewing, and after the interview.
- Job Keeping Series: getting off on the right foot, getting along in the workplace, and performance reviews.

This online system begins with a comprehensive pre-assessment of workplace readiness and will identify those skills that are mastered and those that need to be addressed by the participants. It will then assign activities based upon the pre-assessment results. Documentation of successful completion of each series can be printed and kept in the youth's file.

If youth has been found to be basic skills deficient, remedial education should be provided by adding additional hours to workplace readiness activities. Documentation of additional educational and workplace readiness activities must be kept in the participant's case file. Workplace readiness activities must be completed prior to participation in other work-related services (i.e., work experience and/or job placement).

Describe the curriculum you will use to provide workplace readiness and the length of time expected to complete such activities. Describe how you will measure attainment of knowledge and skills. Describe the documentation you will use to demonstrate attainment of workplace readiness skills. Describe the incentive payment, if any, that will be provided and the requirements the youth must fulfill to receive payment.

6. CAREER AWARENESS AND EXPLORATION ACTIVITIES - MAXIMUM OF TWO (2) PAGES

Career awareness and exploration activities should result in each youth's ability to make realistic job/career decisions. Career awareness services should give information sessions on industries with the greatest number of

employees and greatest anticipated growth (see list of Cumberland County high growth industries below). Career awareness begins the process of developing knowledge of the variety of careers and occupations available in our local area, their skill requirements, working conditions, training prerequisites, and job opportunities across a wide range of industry sectors. It is expected that providers will bring in industry experts to speak to youth during career awareness activities.

Career exploration is the process in which youth choose an educational path and training or a job which fits their interests, skills, and abilities. At the end of career awareness and exploration activities, youth should have an idea of the career path they want to pursue. Career awareness and exploration activities should include but are not limited to the following sectors that have the greatest number of employees by industry and the greatest anticipated growth in our local area: Advanced Manufacturing

- Trade Transportation and Utilities
- Healthcare and Social Assistance
- Hospitality
- Logistics and Distribution
- The Trades including HVAC, Electric, and Plumbing

A minimum of twelve (12) hours of career awareness and exploration activities must be provided to each youth. Individual signed and dated documentation must be submitted for each skill attainment. Career awareness and exploration activities must be completed prior to participation in work experience and/or job placement or occupational training activities.

The following Workforce GPS link has resources and information on services that provide Labor Market Information. <https://youth.workforcegps.org/resources/2017/01/27/12/41/Services-that-Provide-Labor-Market-Information>

Describe how you will provide career planning and career exploration activities that will address the goals and barriers identified through the ISS process.

Describe the steps you will take to prepare youth to attend postsecondary education or occupational training.

Describe the documentation you will use to demonstrate attainment of career planning goals.

Describe the incentive payment, if any, that will be provided and the requirements the youth must fulfill to receive the payment.

7. WORK EXPERIENCE ACTIVITIES - MAXIMUM OF TWO (2) PAGES

Work experience helps youth understand proper workplace behavior and what is necessary to attain and retain employment. Work experience can serve as a steppingstone to unsubsidized employment and is an important step in the process of developing a career pathway for youth. Work Experience is a critical WIOA youth element. Program expenditures on the work experience program element can be more than just wages paid to youth in a work experience. Allowable expenditures beyond wages can include staff time spent identifying potential work experience opportunities, staff time working with employers to develop the work experience, staff time spent working with employers to ensure a successful work experience, staff time spent evaluating the work experience, participant work experience orientations sessions, classroom training or the required college and career readiness component directly related to the work experience, orientation for employers, and incentive payments directly tied to the completion of work experience.

Under WIOA, paid and unpaid work experiences that have as a component academic and occupational education may include the following four categories: summer employment opportunities available throughout the school year; pre-apprenticeship programs; internships and job shadowing; and on-the-job training opportunities. Work Experience activities must be provided for each youth. Work experience activities should be a practical application of a classroom (or otherwise defined) learned skill that allows youth to gain real world employment perspective and provides potential employers with a snapshot of the youth's ability to perform job tasks. Work goals and objectives, where possible, must be reflective of career choices where youth have expressed interest. A minimum of seventy-five (75) hours of work experience must be provided to each youth. Documentation of work experience hours and wages/stipends paid must be kept in the participant's file, along with the worksite agreement and worksite evaluations. Employment experience should prioritize placement in work experience, job shadowing and/or internships in the non-profit sector. Labor standards apply in any work experience where an employee/employer relationship, as defined by the Fair Labor Standards Act or applicable State law, exists.

Describe how you will provide work experience activities that will address the goals and barriers identified through the ISS process. Describe how your work experience activities will help youth acquire the personal attributes, knowledge, and skills needed to obtain a job and advance in employment. Describe the length of time expected to complete the activities in a number of weeks and total hours. Describe documentation you will use to demonstrate attainment of work experience goals. Describe how you will ensure fifty percent (50%) of program funds will be spent on work experience activities. Describe the wage and/or incentive payment, if any, that will be provided and the requirements the youth must fulfill to receive the payment. If applicable, name work experience sites that have been developed as a result of past awards.

OCCUPATIONAL TRAINING

Occupational skill training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in our local area can be provided to each youth based on the outcome of the ISS process and the completion of other program activities. Occupational training can be provided in one specific occupation or industry or for multiple occupations or industries, however each youth should only participate in one training offering. It is anticipated that this program will offer career counseling to youth to help them prepare to choose an occupational skills training related to their career interests. All training providers must be on the ETPL. Once a youth has completed all other program activities and has chosen an appropriate training, they will be referred to Workforce Development for enrollment into an occupational training program. Note: the cost of the training tuition should **not** be included in your budget.

Describe the counseling that youth will receive before being referred to Workforce Development for enrollment into a training program.

8. PERFORMANCE OUTCOMES - MAXIMUM OF TWO (2) PAGES

The contractor's performance will be evaluated using two methods; the ability to operate the program service elements in a timely and effective manner; and the ability to meet the following performance measures:

Completion of at least 75 hours of work experience – at least 65% of youth enrolled will complete at least 75 hours (and up to 120 hours) of work experience demonstrated with time sheets.

Placement in Employment, Training or Education – at least 70.6% of youth enrolled will be placed in unsubsidized employment, advanced training or education that is at least an average of twenty (20) hours per week.

Measurable Skill Gain – 67.5% of youth who, during a program year, are in education or training programs that lead to a recognized postsecondary credential or employment and who are achieving measurable skill gain. This indicator is used to measure interim progress of participants who are enrolled in education or training services. This is a real-time measure and not exit based. Youth must show a measurable skill gain during programming prior to exit, or before the end of the contract, whichever is sooner. Depending upon the type of education or training program in which the participant is enrolled, documented progress is defined as one of the following:

1. Documented achievement of at least one educational functioning level of a participant who is receiving instruction below the postsecondary level.
2. Documented attainment of a secondary school diploma or its recognized equivalent.
3. Secondary or postsecondary transcript or report card for sufficient number of credit hours that shows a participant is meeting the State unit's academic standards.
4. Satisfactory or better progress report, towards established milestones, such as completion of On-the-Job Training (OJT) or completion of one year of apprenticeship program or similar milestones, from an employer or training provider who is providing training; or
5. Successful passage of an exam that is required for a particular occupation or progress in attaining technical or occupational skills as evidenced by trade-related benchmarks, such as knowledge-based exams.

Attainment of a Credential – 53.7% of youth enrolled will receive a secondary school diploma and/or a recognized postsecondary credential. A secondary school diploma or equivalent only counts in this performance measure if the participant is also employed or enrolled in an education or training program leading to a recognized postsecondary credential within one year after exit. A recognized postsecondary credential is defined as a credential consisting of an industry-recognized certificate or certification, a certificate of completion of an apprenticeship, a license recognized by the State involved or Federal government, or an associate or baccalaureate degree. WIOA allows for the braiding of funds. Youth, 18 years or older, may be eligible for Title I Adult training funds.

Placement in Employment, Training or Education – 62.4% of youth enrolled will be placed in unsubsidized employment, advanced training or education that is at least an average of twenty (20) hours per week.

Provide the percentage of enrolled youth and the number of enrolled youths that will achieve the following performance goals:

Need Identification - a youth has been recruited, determined in need of services, certified as eligible, completed an ISS, and is enrolled in a grant funded activity

Workplace Readiness Skill Proficiency - an enrolled youth completes and has shown satisfactory knowledge of essential workplace readiness skills.

Career Planning Skill Proficiency - an enrolled youth completes and has shown satisfactory knowledge and understanding of labor market information, in-demand occupations and employer defined career planning skills.

Work Experience Participation - Placement of an enrolled youth (who has satisfactorily completed grant operated workplace readiness and career planning activities or has otherwise demonstrated competence in the skill areas and who has achieved or is making satisfactory progress toward achieving academic proficiencies) in a work experience activity that provides the youth the opportunity to demonstrate practical application of work responsibilities or occupational skills.

Measurable Skill Gain – youth who, during programming, are in education or training programs that lead to a recognized postsecondary credential or employment and who are achieving measurable skill gain.

Credential Attainment – an enrolled youth who, during participation or within one year after exit, attains a secondary school diploma and/or a recognized postsecondary credential.

Placement in Employment, Training or Education - Placement of an enrolled youth (who has satisfactorily completed grant operated workplace readiness and career planning activities or has otherwise demonstrated competence in the skill areas) in unsubsidized employment or advanced training or education that is at least an average of twenty (20) hours per week.

9. FOLLOW-UP AND RETENTION ACTIVITIES - MAXIMUM OF ONE (1) PAGE

The Workforce Innovation and Opportunity Act requires follow-up services upon completion of youth program activities. Follow-up services should ensure the success of the youth and the outcome that was achieved. Up to one hundred eighty (180) days of follow-up services must be provided to each youth to ensure their successful retention in the placement activity. If additional services are needed in the follow-up period, the youth can return to the program (if appropriate) and resume program activities. Placement only occurs if the youth remain successful in the qualifying outcome in the first (1st) quarter after exit.

Placement in unsubsidized employment must be employment that is at least an average of twenty (20) hours per week. However, placement in advanced training may occur if the training is less than an average of twenty (20) hours per week due to other obligations (e.g., part-time employment, extra-curricular activities related to training, etc.). Documentation for the other obligation must be submitted along with the training placement documentation to receive the benchmark payment.

Describe how you will provide follow-up services to determine the status of the youth in the placement outcomes. Follow-up services may include mentoring, supportive services, financial literacy training, career exploration and transition services. Describe how you will work with the One Stop staff to complete additional follow-up that may be necessary for performance purposes.

FEDERAL FUNDING DISCLOSURE

The services highlighted in this RFP 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) totaling \$450,000. 100% of these services are financed through federal funding sources.

BUDGET NOTES

Work Experience Costs: Fifty percent (50%) of the total program budget must be dedicated to work experience activities. Program expenditures on the work experience program element can be more than just wages paid to youth in a work experience. Allowable expenditures beyond wages can include staff time spent identifying potential work experience opportunities, staff time working with employers to develop the work experience, staff time spent working with employers to ensure a successful work experience, staff time spent evaluating the work experience, participant work experience orientations sessions, classroom training or the required academic education component directly related to the work experience, orientation for employers and incentive payments directly tied to the completion of work experience.

The youth work experience wages line item can only be used for wages associated with a work experience. Eight percent (8%) of budget must be dedicated to youth work experience wages. Any other cost associated with a work experience must be categorized under a different line item.

A cost allocation plan will be required if the facility costs: (rent, utilities, maintenance) line item will be utilized.

Occupational Skills Training costs are not a part of this budget. Those costs will be incurred by Workforce Development for youth who have completed all other program activities.

Classification of Costs: Contracts that are for “administrative functions” are not anticipated as a result of this RFP, therefore there will not be any administrative costs in contracts that result from the RFP process. All costs must be program costs.

MARKETING REQUIREMENTS/STEVENS AMENDMENT

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.”

Evaluation, Review and Selection Process

Proposals to Remain Subject to Acceptance

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

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

Rejection of Proposals

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

Evaluation Process

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

Evaluation Criteria

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

**Cumberland Salem Cape May Workforce Development Board
Workforce Innovation and Opportunity Act Out-Of-School Youth Program
Program Year 2024-2025**

PROPOSAL EVALUATION TOOL RFP 24-13

**Name of proposing
entity:** _____

Narrative	Question	Score
1.	Technical Merit (5 points possible) • Attended the pre-bid meeting (4 points) • The proposal includes a narrative and all attachments (1 point)	
2.	Executive Summary (20 points possible) • Program structure • Capacity to operate • Prior program performance • Program outcomes • Target population • Organizational Chart	
3.	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 staff • Completion of attachment C	
4.	Recruitment/Identification of Youth (10 points possible) • Recruitment and identification of youth • Interaction with Department of Workforce Development youth staff in eligibility determination and certification • ISS Development	
5.	Educational Activities (10 points possible) • Testing instrument • Curriculum • Incentive payment (yes/no)	
6.	Workplace Readiness Activities (15 points possible) • Description of how this activity will be delivered • Description of when this activity will be delivered • Incentive payment (yes/no)	
7.	Career Awareness and Exploration Activities (10 points possible) • Address key industries in our local plan • Description of how this activity will be delivered • Documentation to demonstrate achievement • Incentive payment (yes/no)	

8.	Work Experience Activities (15 points possible) • Explanation of Work Experience Activities (worksites in youth's interest) • Documentation used • Past work experience sites, if applicable • Wage/Incentive payment	
9.	Occupational Training (5 points possible) • Description of pre-training counseling	

ATTACHMENT A

Proposal Title Page

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

PROPOSAL TITLE PAGE

CHARACTERISTICS OF YOUTH TO BE SERVED (CHECK ALL THAT APPLY)

☐ In School Youth ☐ Aged 16-21
☐ Out of School Youth ☐ Aged 16-24
☐ Other (Identify any other special characteristic(s) that participating youth must possess

PROGRAM SUMMARY

Total Number of Youth to be served: _____

Total Contract Budget Request: _____ (must match attached budget)

PROGRAM INFORMATION

Start Date: _____ End Date: _____

Length in Days: _____

Length in Weeks: _____

Days of Operation: _____

Hours of Operation: _____ to: _____

Lunch Period: _____ to: _____

AUTHORIZATION OF SUBMISSION

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

Signature of Chief Executive Officer

Date

ATTACHMENT B

PROGRAM BUDGET WORKSHEET

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

\\

WIOA Out-of-School Youth Program Budget Worksheet		
Provider Name:		
Contract Year:		
Number of Youth to be Served: (Minimum of 10)		
Cost Reimbursement Elements Based on Enrollment (\$7,500 per youth)	Total Budget	Per Youth Budget
A. Work Experience Cost (50% of Total Budget)		
Staff Work Experience Wages:	\$	\$
Staff Work Experience Fringe Benefits:	\$	\$
Youth Work Experience Wages/Stipends:	\$	\$
Youth Work Experience Fringe Benefits:	\$	\$
Achievement (Incentive) Payments	\$	\$
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):	\$	\$
Other (Explain):	\$	\$
Total Other Program Costs:	\$	\$
Total Eligible for Reimbursement	\$	\$
Performance Payment Elements (\$2,000 per youth)		
Achievement 1: Completion of Work Readiness & Work Experience - \$500 per youth	\$	\$
Achievement 2: Measure Skill Gain - \$500 per youth	\$	\$
Achievement 3: Credential (includes a diploma) - \$500 per youth	\$	\$
Achievement 4: Credential (Employment Training or post-secondary placement) - \$500 per youth	\$	\$

Total Eligible for Performance Reimbursement	\$	\$
Grand Total for Contact:	\$	\$
Grand Total Per Youth (max \$7,500):	\$	\$

ATTACHMENT C

REQUIRED ELEMENTS OF WIOA YOUTH PROGRAMS

. Administration of WIOA Required Youth Elements

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

	Program Elements	Provided by contract or referral	If referral, to whom
1	Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential.		
2	Alternative secondary school services, or dropout recovery services, as appropriate.		
3	Paid and unpaid work experience that have as a component academic and occupational education, which may include: (i) Summer employment opportunities and other employment opportunities available throughout school year. (ii) Pre-apprenticeship programs. (iii) Internships and job shadowing. (iv) On-the-job training opportunities		
4	Occupational skill training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials aligned with in demand industry sectors or occupations in the local area involved.		
5	Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster.		
6	Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate.		
7	Supportive services.		
8	Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months.		
9	Follow-up services for not less than 12 months after the completion of participation, as appropriate.		
10	Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate.		

11	Financial literacy education.		
12	Entrepreneurial skills training.		
13	Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services.		
14	Activities that help youth prepare for and transition to postsecondary education and training.		

Youth Individual Service Strategy (ISS) for WIOA Youth Services

Youth Participant

Name: _____

Date: _____

DOB: _____

AOSOS _____

ID#: _____

Address: _____

Phone: _____

Email: _____

Staff: _____

Do not use social security number for participant I.D.

Framework of an ISS:

- ▶ Directly linked to one or more indicators of performance. [WIOA Sec. 129 (c) (I) (B)]
- ▶ Based on a Comprehensive Assessment [WIOA Sec. 129 (c) (I) (A)]
- ▶ Identifies a career pathway that includes education and employment goals [WIOA Sec. 129 (c) (I) (B)]

COMPREHENSIVE ASSESSMENT SECTION

Case Manager Assigned: [Click or tap here to enter text.](#)

Date: [Click or tap here to enter text.](#)

Education Status: Please check one:

☐ Currently In-School

Name of School: [Click here to enter text.](#)

School Address: [Click here to enter text.](#)

Dates Attended: [Click here to enter text.](#) To [Click here to enter text.](#)

Last Grade Completed: [Click here to enter text.](#)

☐ Currently Out-of-School

Name of Last School: [Click here to enter text.](#)

School Address: [Click here to enter text.](#)

Drop-Out Date: [Click here to enter text.](#)

Highest Grade completed: [Click here to enter text.](#) HS Equivalency/HS Diploma

Vocational Certificate: [Click here to enter text.](#)

College Credits Completed: [Click here to enter text.](#)

Degree Obtained: [Click here to enter text.](#)

Military: Active/Veteran ☐ No ☐ Yes

Military Occupational Code (MOS): _____

Part I: Objective Assessment: Academic Levels**Out of School Youth:**

Assessment Instrument: Click or tap here to enter text.

Requires Remediation Y N

	Date	Math Grade Level	Reading Grade Level	Scale Score	EFL	Grade Level Equivalent
Pre-Test						
Post-Test						

In School Youth Only:

Review of School Record: Click here to enter text.

Requires Remediation Y N

Review of School's assessment: [Click here to enter text.](#)**Assessment of Skill Levels**

Employability, Interests, and Aptitudes

Assessment Instrument: Click here to enter text.

Assessment Date: Click here to enter a date.

Results Summary: Click here to enter text.

Employability: Click here to enter text.

Interests: Click here to enter text.

Aptitudes: Click here to enter text.

Occupational Skills: Circle all knowledge, skills, and abilities that apply:

Knowledge: Science Technology Math English Social Studies Music (Dance/Performance)
Fine Arts Health/Nutrition Team Sports Individual Sports Other (Please Specify):Click here to enter text.

Skills:

Language Proficiency: More than 1 Language: Click or tap here to enter text.

Computer Skills: Hardware Software: Click or tap here to enter text.

Work well with hands Work with Tools/Building trades Other (Please Specify):Click here to enter text.

Abilities:

Interpersonal: Work well alone Work well with others Both Don't know/never worked

Job Skills: Click or tap here to enter text.

Summary of Occupational Skills: Strengths and Weaknesses: Click or tap here to enter text

Prior Work Experience/History

☐ Check if No Work History, and Go to next page

Date	From / To		
Employer Name			
Address:			
State, Zip, County	State:	Zip:	County:
Hourly Wage	\$	\$	
Still Employed?	Yes	No	
Job Title:			
Duties:			

Reason for Separation:

Date	From / To		
Employer Name			
Address:			
State, Zip, County	State:	Zip:	County:
Hourly Wage	\$	\$	
Still Employed?	Yes	No	
Job Title:			
Duties:			

Reason for Separation:

Part II: Service Needs**Supportive Services Needed:**

- | | |
|--|---|
| <ul style="list-style-type: none">○ Transportation○ Child/Dependent Care○ Needs-Based Payments○ Housing | <ul style="list-style-type: none">○ Clothing○ Individual/Personalized Assistance○ Other (Please Specify): _____ |
|--|---|

Financial Needs Assessment:

Cost Category	Weekly/Monthly	Remarks
Rent/Mortgage		
Phone		
Utilities (Gas, Light, Water, etc.)		
Child Care		
Food		
Transportation		
Other		
TOTAL FINANCIAL NEED		

Youth with Disabilities

Does youth have a disability? Y or N
IEP Obtained? Y or N Date of last IEP:
Accommodations Provided/Comments: Click or tap here to enter text.

Part III: Career Pathways/Goals

Identify personal, educational, and occupational short- and long-term goals.

Goal Type	Short-Term Goal	Long-Term Goal	Performance Indicator(s) Goal is Linked To*
Educational Goal			
Occupational/ Employment Goal			
Personal/Social Goal			N/A

Part IV: Objective Assessment Summary *(Summarize the information documented to present an overall picture of participant)*

Brief Overview		
Identify personal, educational, occupational, financial, medical, childcare, transportation, housing, food/nutrition		
Strengths	Challenges (Barriers)	Service/Resource/Partner Agency Referral

Part V: Referral to Other Services

Date: _____ Agency: _____

Reason: _____

Date: _____ Agency: _____

Reason: _____

Date: _____ Agency: _____

Reason: _____

Part VI: Program Elements Needed to Achieve Goals

Youth are required to have access to all fourteen WIOA Youth program elements. Please select elements based on needs identified on the participant's objective assessment. All youth must receive follow-up services.

	Date Opened	Projected End Date	Actual End Date	Successful Completion
Improving Educational Achievement ☐ 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 post-secondary credential <i>Action Steps/Referrals:</i> <i>Comments:</i>				☐ Yes ☐ No <i>Explain:</i>
☐ Alternative secondary school services, or dropout recovery services, as appropriate <i>Action Steps/Referrals:</i> <i>Comments:</i>				☐ Yes ☐ No <i>Explain:</i>
☐ Activities that help youth prepare for and transition to post-secondary education and training <i>Action Steps/Referrals:</i> <i>Comments:</i>				☐ Yes ☐ No <i>Explain:</i>
Preparing for and Succeeding in	Date Opened	Projected End Date	Actual End Date	Successful Completion

Employment				
☐ Paid & unpaid work experience (summer employment, pre-apprenticeship programs, internships, job shadowing, OJT) with Academic & occupational education components. <i>Action Steps/Referrals:</i> <i>Comments:</i>				☐ Yes ☐ No <i>Explain:</i>
☐ Labor market & employment information about in demand industry sectors or occupations available in local area, including career awareness, career counseling, and career exploration services <i>Action Steps/Referrals:</i> <i>Comments:</i>				☐ Yes ☐ No <i>Explain:</i>
☐ Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster <i>Action Steps/Referrals:</i> <i>Comments:</i>				☐ Yes ☐ No <i>Explain:</i>
☐ Occupational skills training, which shall include priority consideration for training programs that lead to recognized post-secondary credentials that are aligned with in-demand industry sectors or local area occupations <i>Action Steps/Referrals:</i> <i>Comments:</i>				☐ Yes ☐ No <i>Explain:</i>
☐ Entrepreneurial skills training <i>Action Steps/Referrals:</i> <i>Comments:</i>				☐ Yes ☐ No <i>Explain:</i>
Supporting Youth	Date Opened	Projected End Date	Actual End Date	Successful Completion
☐ Supportive services <i>Action Steps/Referrals:</i> <i>Comments:</i>				☐ Yes ☐ No <i>Explain:</i>
☐ Adult mentoring <i>Action Steps/Referrals:</i> <i>Comments:</i>				☐ Yes ☐ No <i>Explain:</i>
☐ Comprehensive guidance & counseling (may include drug & alcohol abuse counseling & referral)				☐ Yes ☐ No

<i>Action Steps/Referrals:</i>				<i>Explain:</i>
<i>Comments:</i>				
☐ Follow-up for not less than 12 months after the completion of participation, as appropriate. Select allowable program element(s): ☐ Mentoring ☐ Financial Literacy ☐ Labor Market Information ☐ Post- Secondary Preparation & Transition ☐ Supportive Services				☐ Yes ☐ No <i>Explain:</i>
<i>Action Steps/Referrals:</i> <i>Opt Out:</i> <i>Comments:</i>				
Developing the Potential of Young People as Citizens & Leaders	Date Opened	Projected End Date	Actual End Date	Successful Completion
☐ Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors.				☐ Yes ☐ No <i>Explain:</i>
<i>Action Steps/Referrals:</i>				
<i>Comments:</i>				
☐ Financial literacy				☐ Yes ☐ No
<i>Action Steps/Referrals:</i>				
<i>Comments:</i>				<i>Explain:</i>

Part VII: Program Objectives

Based on the program elements identified, state the ISS objectives in specific, time-framed, measurable and outcome-oriented terms. Include as appropriate academics, employment opportunities, career development, leadership development, supportive services and other services specific to the contractor's program design.

**WIOA Youth Services Youth Participant and Case Manager Agreement:
Youth Participant Agreement:**

- ▶ I have participated in the preparation of this Individual Service Strategy (ISS).
- ▶ I understand and agree with the ISS program elements established for my participation in the program.
- ▶ I agree to participate in program activities as assigned by my case manager to achieve program objectives.
- ▶ I understand WIOA is not an entitlement program, and this ISS does not guarantee receipt of any services.
- ▶ I understand that this ISS and/or information in it may be released to appropriate WIOA and school personnel.
- ▶ I understand that I have the right to obtain a copy of my ISS at any time.
- ▶ I will contact my Case Manager monthly or as often as necessary to update my progress on this plan. I understand that my case can be closed if I go 90 days without participating in a service.
- ▶ I will let my Case Manager know of any problems which would cause changes to any activities or interfere with completing the plan.
- ▶ I will seek, accept and maintain employment that meets my planned goal(s) as stated above.
- ▶ I will contact my Case Manager when I become employed, and provide all necessary information pertaining to the job.
- ▶ I will stay in contact with my Case Manager for up to a year after exiting the program to maintain and support meeting my goals.

Case Manager Agreement:

- ▶ Assist with the appropriate career guidance, training and supportive services.
- ▶ Coordinate with other agencies and programs to help you obtain needed services.
- ▶ Monitor your participation and progress in the activities above.
- ▶ Assist you in your search for employment.
- ▶ Maintain contact with you for up to one year after you obtain employment for employment retention and career advancement purposes.

Youth Participant Name:	Youth Participant Signature:
Case Manager Name:	Case Manager Signature:
Date:	Date:

ISS Review and Updates/Case Management Notes

- ISS must be reviewed at least every six months (including signature of youth worker and youth)
- ISS must be updated as youth participants progress through the program. ISS updates must be documented on hard copy form and AOSOS
- ISS must be shared with the contracted youth service providers

Date	Updates/Case Management Notes	Signatures (For Updates Only)
		Youth: Case Manager:
		Youth: Case Manager:
		Youth: Case Manager:
		Youth: Case Manager:
		Youth: Case Manager:
		Youth: Case Manager:

FOLLOW-UP

Contact must be provided and documented for WIOA youth participants to ensure performance measures and participant goals are being achieved. Document any qualifying outcome (entered post-secondary education, training, military service, employed) or credential obtained and include documentation. The monthly update is a best practice.

1st Month After Exit

Date: _____

Method of Contact: ☐ Phone call ☐ E-mail ☐ Home Visit ☐ Social Media ☐ Regular mail ☐ Office Visit

Qualifying Outcome: ☐ Entered Post-secondary Ed ☐ Entered Training ☐ Entered Military ☐ Entered Apprenticeship
☐ Employed ☐ Rec'd Credential

2nd Month After Exit

Date: _____

Method of Contact: ☐ Phone call ☐ E-mail ☐ Home Visit ☐ Social Media ☐ Regular mail ☐ Office VisitQualifying Outcome: ☐ Entered Post-secondary Ed ☐ Entered Training ☐ Entered Military ☐ Entered Apprenticeship
☐ Employed ☐ Rec'd Credential**3rd Month After Exit**

Date: _____

Method of Contact: ☐ Phone call ☐ E-mail ☐ Home Visit ☐ Social Media ☐ Regular mail ☐ Office VisitQualifying Outcome: ☐ Entered Post-secondary Ed ☐ Entered Training ☐ Entered Military ☐ Entered Apprenticeship
☐ Employed ☐ Rec'd Credential**4th Month After Exit**

Date: _____

Method of Contact: ☐ Phone call ☐ E-mail ☐ Home Visit ☐ Social Media ☐ Regular mail ☐ Office VisitQualifying Outcome: ☐ Entered Post-secondary Ed ☐ Entered Training ☐ Entered Military ☐ Entered Apprenticeship
☐ Employed ☐ Rec'd Credential**5th Month After Exit**

Date: _____

Method of Contact: ☐ Phone call ☐ E-mail ☐ Home Visit ☐ Social Media ☐ Regular mail ☐ Office VisitQualifying Outcome: ☐ Entered Post-secondary Ed ☐ Entered Training ☐ Entered Military ☐ Entered Apprenticeship
☐ Employed ☐ Rec'd Credential**6th Month After Exit**

Date: _____

Method of Contact: ☐ Phone call ☐ E-mail ☐ Home Visit ☐ Social Media ☐ Regular mail ☐ Office VisitQualifying Outcome: ☐ Entered Post-secondary Ed ☐ Entered Training ☐ Entered Military ☐ Entered Apprenticeship
☐ Employed ☐ Rec'd Credential**7th Month After Exit**

Date: _____

Method of Contact: ☐ Phone call ☐ E-mail ☐ Home Visit ☐ Social Media ☐ Regular mail ☐ Office VisitQualifying Outcome: ☐ Entered Post-secondary Ed ☐ Entered Training ☐ Entered Military ☐ Entered Apprenticeship
☐ Employed ☐ Rec'd Credential

8th Month After Exit

Date: _____

Method of Contact: ☐ Phone call ☐ E-mail ☐ Home Visit ☐ Social Media ☐ Regular mail ☐ Office Visit
Qualifying Outcome: ☐ Entered Post-secondary Ed ☐ Entered Training ☐ Entered Military ☐ Entered Apprenticeship
☐ Employed ☐ Rec'd Credential

9th Month After Exit

Date: _____

Method of Contact: ☐ Phone call ☐ E-mail ☐ Home Visit ☐ Social Media ☐ Regular mail ☐ Office Visit
Qualifying Outcome: ☐ Entered Post-secondary Ed ☐ Entered Training ☐ Entered Military ☐ Entered Apprenticeship
☐ Employed ☐ Rec'd Credential

10th Month After Exit

Date: _____

Method of Contact: ☐ Phone call ☐ E-mail ☐ Home Visit ☐ Social Media ☐ Regular mail ☐ Office Visit
Qualifying Outcome: ☐ Entered Post-secondary Ed ☐ Entered Training ☐ Entered Military ☐ Entered Apprenticeship
☐ Employed ☐ Rec'd Credential

11th Month After Exit

Date: _____

Method of Contact: ☐ Phone call ☐ E-mail ☐ Home Visit ☐ Social Media ☐ Regular mail ☐ Office Visit
Qualifying Outcome: ☐ Entered Post-secondary Ed ☐ Entered Training ☐ Entered Military ☐ Entered Apprenticeship
☐ Employed ☐ Rec'd Credential

12th Month After Exit

Date: _____

Method of Contact: ☐ Phone call ☐ E-mail ☐ Home Visit ☐ Social Media ☐ Regular mail ☐ Office Visit
Qualifying Outcome: ☐ Entered Post-secondary Ed ☐ Entered Training ☐ Entered Military ☐ Entered Apprenticeship
☐ Employed ☐ Rec'd Credential

THE FOLLOWING DOCUMENTS ARE HEREBY INCORPORATED AS PART OF THIS RFP:

FEDERAL LOBBYING CERTIFICATION

CUMBERLAND COUNTY RIDER FEDERAL FUNDS

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.

I. PROCUREMENT OF RECOVERED MATERIALS

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

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

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

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

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

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

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 in subsection (A). For all contracts subject to this Section 7.1 of the Standard Terms and Conditions, at the conclusion of each contract year, contractor shall certify to the State the minimum recovered material content actually utilized in the prior contract year.

II. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

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

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

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. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

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

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

(b) Affirmative steps must include:

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

XII. § 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

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

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

(d) See also §200.471.

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

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

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



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, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801, et seq., apply to this certification and disclosure, if any.

Signature of Applicant's Authorized Representative: _____



Print Name of Applicant's Authorized Representative: _____

Title of Applicant's Authorized Representative: _____

Date _____

EXHIBIT Q
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.

Print or type.
See Specific Instructions on page 3.

1 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	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

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)

- Form 1099-DIV (dividends, including those from stocks or mutual 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.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. 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.
5. 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
• Individual	Individual/sole proprietor or single-member LLC
• Sole proprietorship, or	
• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	
• LLC treated as a partnership for U.S. federal tax purposes,	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or	
• 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.	
• Partnership	Partnership
• Trust/estate	Trust/estate

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—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 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² 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.

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

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.

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

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

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
15. 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))	The trust

¹ 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.

² Circle the minor's name and furnish the minor's SSN.

³ 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.

⁴ 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.

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.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft 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.



EXHIBIT N

County of Cumberland CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with the County for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

☐ A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

☐ B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

☐ C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative

Date

Print Name and Title of Vendor's Authorized Representative

Vendor's FEIN

Vendor's Name

Vendor's Phone Number

Vendor's Address (Street Address)

Vendor's Fax Number

Vendor's Address (City/State/Zip Code)

Vendor's Email Address

¹ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).



WORKFORCE
DEVELOPMENT BOARD

CUMBERLAND · SALEM · CAPE MAY

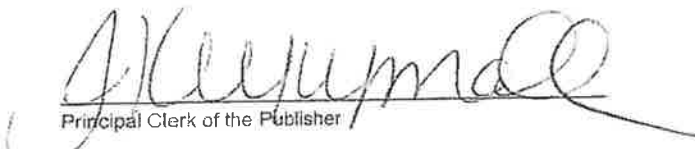
PUBLIC NOTICE OF AWARDS



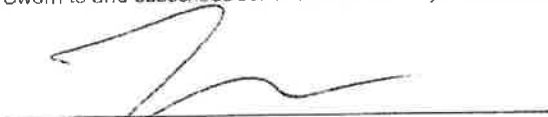
State of New Jersey,) ss
County of Gloucester)

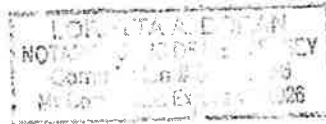
Jeanette Kryzimalski being duly sworn, deposes that he/she is principal clerk of NJ Advance Media; that South Jersey Times is a public newspaper, with general circulation in Camden, Cumberland, Gloucester, and Salem Counties, and this notice is an accurate and true copy of this notice as printed in said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

South Jersey Times 10/03/2024


Principal Clerk of the Publisher

Sworn to and subscribed before me this 3rd day of October 2024


Notary Public



PUBLIC NOTICE

PUBLIC NOTICE OF CONTRACT AWARDS

The Board of County Commissioners of Cumberland County has awarded the following contracts in accordance with competitive contracting procedures pursuant to N.J.S.A. 40A:11-4.1 et seq. These contracts and the resolutions authorizing them are available for public inspection at the Cumberland County Finance Department, Purchasing Division located at 164 W. Board St. Bridgeton, NJ 08302.

CONTRACT TITLE: FOR PROVIDING OUT OF SCHOOL YOUTH INDUSTRY FOCUSED/OCCUPATIONAL TRAINING INTERNSHIP PROGRAM SERVICES FOR CAPE MAY COUNTY. RFP#24-04 (RESUB)

AWARDED TO: LSI Solution Development

AMOUNT OF AWARD: \$187,500

CONTRACT PERIOD: September 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 CUMBERLAND COUNTY. RFP#24-13 (RESUB)

AWARDED TO: LSI Solution Development

AMOUNT OF AWARD: \$187,500

CONTRACT PERIOD: September 1, 2024 to June 30, 2025 with the option of

three one-year renewals.

These contracts are funded in part by the New Jersey Department of Labor with funds from the United States Department of Labor through the Workforce Innovation and Opportunity Act.

Cost: \$40.22

10/3/2024

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AFFIDAVIT OF PUBLICATION

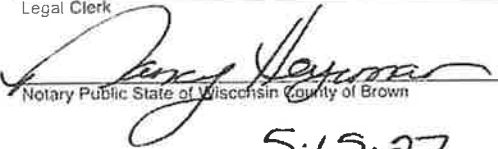
Order Number : 10630513

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, depose and saith that the advertisement of which the annexed is a true copy, has been Published in said newspaper in the issue:

10/03/2024

Legal Clerk


Notary Public State of Wisconsin County of Brown

My commission expires

5.15.27

NANCY HEYRMAN
Notary Public
State of Wisconsin

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October 3 2024

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\$22.32

CUMBERLAND COUNTY
WIOA OUT OF SCHOOL YOUTH PROGRAMS
RFP: 24-13 RESUBMISSION - Cumberland
COMPLETED: 7/31/2024

WIOA Out of School Youth Program	AVERAGE RATING	REQUESTED FUNDING	APPROVED FUNDING	NUMBER OF YOUTH SERVED	STATUS	COMMENTS
PROPOSING AGENCY						
LSI	95.25	\$316,845*	\$187,500	25	Funded	The committee states the proposal has new detail and achievement incentives. There is a small concern regarding the organization not being established in the South Jersey area. Overall, the committee hopes LSI brings fresh ideas to the out of school youth program. The committee requests a budget modification to match the award amount.

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

PROPOSAL REVIEW COMMITTEE:

Edward Geletka
Dawn Hunter
Jaime Mascony
Ken Robel