



WORKFORCE
DEVELOPMENT BOARD

CUMBERLAND · SALEM · CAPE MAY

RFP #25-20

Salem County

Career Services



WORKFORCE
DEVELOPMENT BOARD

CUMBERLAND · SALEM · CAPE MAY

PUBLIC
NOTICE OF
OPPORTUNITY


 New York/New Jersey
GANNETT

Agency:

Gwen R. Schultz
 Cumberland County Purchasing
 164 W Broad St
 Bridgeton NJ 08302-2458
 Acct: 1123295

Client:

Gwen R. Schultz
 Cumberland County Purchasing
 164 W Broad St
 Bridgeton NJ 08302-2458
 Acct: 1123295

This is not an invoice

Order #	Advertisement / Description	Columns x Lines x Insertions	Rate per Lines	Cost
11291119	NOTICE OF COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL RFP #25-20 COMPETIT	1 x 85.00 x 1	\$0.31	\$47.35
			Net Total Due:	\$47.35

Costs above include daily ad cost and any associated affidavit charges, where applicable

of Copies : _____
 1
 PO #: _____
 Check #: _____
 Date: _____

CERTIFICATION BY RECEIVING AGENCY
 I, HAVING KNOWLEDGE OF THE FACTS, CERTIFY AND DECLARE THAT THE GOODS HAVE BEEN RECEIVED OR THE SERVICES RENDERED AND ARE IN COMPLIANCE WITH THE SPECIFICATIONS OR OTHER REQUIREMENTS, AND SAID CERTIFICATION IS BASED ON SIGNED DELIVERY SLIPS OR OTHER REASONABLE PROCEDURES OR VERIFIABLE INFORMATION.

SIGNATURE: _____

TITLE: _____ DATE: _____


CERTIFICATION BY APPROVAL OFFICIAL
 I CERTIFY AND DECLARE THAT THIS ORDER CONFIRMATION IS CORRECT, AND THAT SUFFICIENT FUNDS ARE AVAILABLE TO SATISFY THIS CLAIM. THE PAYMENT SHALL BE CHARGEABLE TO:

APPROPRIATION ACCOUNT(S) AND AMOUNTS CHARGED: P.O.# _____

SIGNATURE: _____

TITLE: _____ DATE: _____

CLAIMANT'S CERTIFICATION AND DECLARATION:
 I DO SOLEMNLY DECLARE AND CERTIFY UNDER THE PENALTIES OF THE LAW THAT THIS ORDER CONFIRMATION IS CORRECT IN ALL ITS PARTICULARS; THAT THE GOODS HAVE BEEN FURNISHED OR SERVICES HAVE BEEN RENDERED AS STATED HEREIN; THAT NO BONUS HAS BEEN GIVEN OR RECEIVED BY ANY PERSON OR PERSONS WITHIN THE KNOWLEDGE OF THIS CLAIMANT IN CONNECTION WITH THE ABOVE CLAIM; THAT THE AMOUNT HEREIN STATED IS JUSTLY DUE AND OWING; AND THAT THE AMOUNT CHARGED IS A REASONABLE ONE.

Date: 05/07/2025 

Signature: _____

Federal ID #: 061032273
 Official Position: Clerk

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

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

.FFIDAVIT OF PUBLICATION

Order Number : 11291119

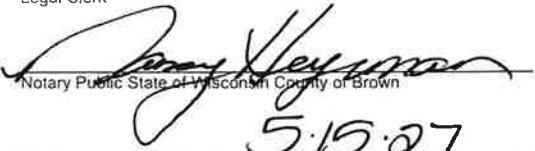
STATE OF WISCONSIN
Brown County

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:

05/07/2025



Legal Clerk



Notary Public State of Wisconsin County of Brown

5.15.27

My commission expires

NANCY HEYRMAN
Notary Public
State of Wisconsin

NOTICE OF COMPETITIVE
CONTRACTING
REQUEST FOR PROPOSAL
RFP #25-20

COMPETITIVE CONTRACTING FOR PROVIDING ONE STOP CAREER SERVICES WIOA-TITLE 1-B ADULT, DISLOCATED WORKER AND YOUTH SERVICES FOR THE COUNTY OF SALEM (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. 40A:11-4.1 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 \$363,200. 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 Thursday, May 29, 2025, 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

A Non-Mandatory Pre-Proposal Submission Conference will be held at the Cumberland County Administration Building, 164 West Broad Street, Bridgeton, New Jersey, 08302 at 10:00 A.M. (Prevailing Time) on Monday, May 12, 2025. Respondents are strongly encouraged to attend this meeting.

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
5/5/2025 (\$26.35)

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



South Jersey Times

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

AD#:0010991433

Sales Rep: Maria Nunez
 Account Number:1156885
 AD#: 0010991433

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

Remit Payment to:

Dept 77571
 P.O. Box 77000
 Detroit, MI 48277-0571

Date	Position	Description	P.O. Number	Costs
05/07/2025	Request For Pro NJ	PUBLIC NOTICE NOTICE OF COMPETITIVE CONTRACTING	RFP 25-20	
			Ad Size 2 x 79 L	
				Basic Ad Charge - 05/07/2025 \$62.31
				Total \$62.31

CLAIMANT'S CERTIFICATION AND DECLARATION	
I do solemnly declare and certify under the penalties of law that this bill or invoice is correct in all its particulars, that the goods have been furnished or services have been rendered as stated herein, that no bonus has been given or received by any person or persons within the knowledge of the claimant in connection with the above claim, that the amount herein stated is justly due and owing, and that the amount charged is a reasonable one.	
Date: <u>5/7/2025</u>	Fed ID#: <u>13-4123607</u>
Signature: <u>Chris Tighe</u>	Official Position: <u>AR Manager</u>
CERTIFICATION BY RECEIVING AGENCY	CERTIFICATION BY APPROVAL OFFICIAL
I, having knowledge of the facts, certify and declare that the goods have been received or the services rendered and are in compliance with the specifications or other requirements, and said certification is based on signed delivery slips or other reasonable procedures or verifiable information.	I certify and declare that this bill or invoice is correct, and that sufficient funds are available to satisfy this claim. The Payment shall be chargeable to:
Signature: _____	Appropriation Account(s) and Amounts Charged: P.O.#: _____
Title: _____	_____
Date: _____	Signature: _____



AD#: 0010991433

State of New Jersey,) ss
County of Middlesex)

Maria Nunez 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 05/07/2025

Maria Nunez



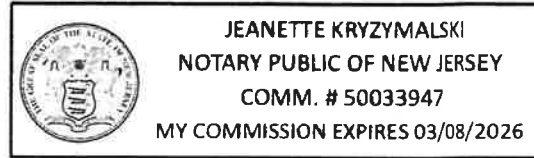
Principal Clerk of the Publisher

Sworn to and subscribed before me this 07th day of May 2025

Jeanette Kryzmalcki



Notary Public



Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNiX®

PUBLIC NOTICE

NOTICE OF COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL

RFP #25-20

COMPETITIVE CONTRACTING FOR PROVIDING ONE STOP CAREER SERVICES WIOA-TITLE 1-B ADULT, DISLOCATED WORKER AND YOUTH SERVICES FOR THE COUNTY OF SALEM (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. 40A:11-4.1 et seq. The services highlighted in this RFP are supported by the New Jersey Department of Labor (NJDL) with funds from the United States Department of Labor (USDOL) through the Workforce Innovation and Opportunity Act (WIOA) totaling \$363,200. 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 Thursday, May 29, 2025, at 2:30 P.M. prevailing time in the Cumberland County Purchasing Department, Cumberland County Adminis-

tration 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

A Non-Mandatory Pre-Proposal Submission Conference will be held at the Cumberland County Administration Building, 164 West Broad Street, Bridgeton, New Jersey, 08302 at 10:00 A.M. (Prevailing Time) on Monday, May 12, 2025. Respondents are strongly encouraged to attend this meeting.

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 \$62.31
5/7/25 1T (10991433)



WORKFORCE
DEVELOPMENT BOARD

CUMBERLAND · SALEM · CAPE MAY

REQUEST FOR PROPOSAL (RFP)

COUNTY OF CUMBERLAND

BRIDGETON, NEW JERSEY

RFP # 25-20

COMPETITIVE CONTRACTING FOR PROVIDING ONE STOP CAREER SERVICES WIOA-TITLE 1-B ADULT, DISLOCATED WORKER AND YOUTH SERVICES FOR THE COUNTY OF SALEM (by means of the Cumberland Salem Cape May Workforce Development Board)

RFP OPENING: THURSDAY, MAY 29, 2025
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 them as required.**

**NOTICE OF COMPETITIVE CONTRACTING
REQUEST FOR PROPOSAL**

RFP #25-20

COMPETITIVE CONTRACTING FOR PROVIDING ONE STOP CAREER SERVICES WIOA-TITLE 1-B ADULT, DISLOCATED WORKER AND YOUTH SERVICES FOR THE COUNTY OF SALEM (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. 40A:11-4.1 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 \$363,200. 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 **Thursday, May 29, 2025, 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

A Non-Mandatory Pre-Proposal Submission Conference will be held at the Cumberland County Administration Building, 164 West Broad Street, Bridgeton, New Jersey, 08302 at **10:00 A.M. (Prevailing Time) on Monday, May 12, 2025.** Respondents are strongly encouraged to attend this meeting.

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

TABLE OF CONTENTS

RFP INVITATION	2
TABLE OF CONTENTS	3
RFP CHECKLIST	4-5
OFFICIAL PROPOSAL DOCUMENT (EXHIBIT A)	6
STATEMENT OF AUTHORITY (EXHIBIT B)	7
RFP EXCEPTIONS FORM (EXHIBIT C)	8-9
STATEMENT OF CORPORATE OWNERSHIP (EXHIBIT D)	10-11
EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE (EXHIBIT E)	12-14
AMERICANS WITH DISABILITIES ACT LANGUAGE (EXHIBIT F)	15
CERTIFICATION REGARDING DEBARMENT (EXHIBIT G.1)	16-17
FEDERAL NON-DEBARMENT CERTIFICATION (EXHIBIT G.2)	18-21
NON-COLLUSION AFFIDAVIT (EXHIBIT H)	22
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA (EXHIBIT I)	23
REQUEST FOR REFERENCE FORM (EXHIBIT J)	24
VENDOR INFORMATION SHEET (EXHIBIT K)	25
BIDDERS DATA SHEET AND QUESTIONNAIRE (EXHIBIT L)	26
INSURANCE REQUIREMENTS (EXHIBIT M)	27-29
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN (EXHIBIT N)	30-31
RUSSIA/BELARUS (EXHIBIT O)	32
FORM W-9 (EXHIBIT P)	33-38
CONFLICT OF INTEREST POLICY (EXHIBIT Q)	39-41
GENERAL INSTRUCTIONS AND CONDITIONS	42-55
TECHNICAL SPECIFICATIONS	56-84
APPENDIX A THROUGH E	85-93
EVALUATION TOOL	94-95
FEDERAL RIDER	96-98
FEDERAL LOBBYING CERTIFICATION	99

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> X </u>	Statement of Authority (Exhibit B)	_____
<u> X </u>	RFP Exceptions Form (Exhibit C)	_____
<u> X </u>	Statement of Corporate Ownership Pursuant to <u>N.J.S.A. 52:25-24.2</u> (Exhibit D)	_____
<u> X </u>	EEO/Affirmative Action Compliance Notice Pursuant to <u>N.J.S.A. 10:5-31 et seq.</u> and <u>N.J.A.C. 17:27</u> (Exhibit E)	_____
<u> X </u>	Certification Regarding Debarment (Exhibit G.1)	_____
<u> X </u>	Certification Regarding Federal Debarment (Exhibit G.2)	_____
<u> X </u>	Non-Collusion Affidavit (Exhibit H)	_____
<u> X </u>	Acknowledgement of Receipt of Addenda Form Pursuant to <u>N.J.S.A. 40A:11-23.2.e.</u> (Exhibit I)	_____
<u> X </u>	Request for References Form (Exhibit J)	_____
<u> X </u>	Vendor Information Sheet (Exhibit K)	_____
<u> X </u>	Bidders Data Sheet and Questionnaire (Exhibit L)	_____

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

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

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 FOR PROVIDING ONE STOP CAREER SERVICES WIOA-TITLE 1-B ADULT, DISLOCATED WORKER AND YOUTH SERVICES FOR THE COUNTY OF SALEM (by means of the Cumberland Salem Cape May Workforce Development Board); RFP 25-20

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 is 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 and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed, or is otherwise disclosed that there is no further breakdown of beneficial owners greater than or equal to 10 percent. **Attach additional sheets if more space is needed. PLEASE REVIEW THE GENERAL INSTRUCTIONS AND CONDITIONS SECTION RELEVANT TO THIS FORM.**

Stockholder/Partner/Member/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.**

EXHIBIT E Continued

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.1

**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)

<input type="checkbox"/>	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

<input type="checkbox"/>	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)

<input type="checkbox"/>	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

<input type="checkbox"/>	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.
--------------------------	--

--	--

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	
<input type="checkbox"/>	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	
<input type="checkbox"/>	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)

<input type="checkbox"/>	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

<input type="checkbox"/>	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 (initial)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda were issued:

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

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

Title: _____

Date: _____

EXHIBIT J

REQUEST FOR REFERENCE FORM

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

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

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

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

EXHIBIT K

VENDOR INFORMATION SHEET

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

Name of Business: _____

Correspondence Address, including zip code:

Purchase Order Address, including zip code:

Payment Address, including zip code:

Telephone Number: _____

Facsimile Number: _____

EXHIBIT L

BIDDERS DATA SHEET AND QUESTIONNAIRE

Please provide the following information

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

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

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

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

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

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

END OF BIDDERS DATA SHEET AND QUESTIONNAIRE

EXHIBIT M

1 GENERAL INSURANCE REQUIREMENTS

(Required on all Bids)

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

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

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

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

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

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

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

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

3 SPECIFIC COVERAGE REQUIREMENTS

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

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

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

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

EXHIBIT N

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

Bid/RFP Number 25-20 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, subsidies 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

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.

Five horizontal lines for providing a detailed description of the Vendor's activity.

(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

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. 262(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).

EXHIBIT P

Request for Taxpayer Identification Number and Certification

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

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service

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

Print or type. See Specific Instructions on page 3.

Form fields 1-7: 1 Name, 2 Business name, 3 Check appropriate box for federal tax classification, 4 Exemptions, 5 Address, 6 City, state, and ZIP code, 7 List account number(s).

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 and Employer identification number input boxes.

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.

Signature and Date fields.

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.

Falsifying information. Willfully falsifying information may subject you to criminal penalties including imprisonment.

Criminal penalty for falsification. If the requester discloses or uses TINs in violation of certifications or affirmations, the requester may be subject to civil and criminal penalties, including fines and/or imprisonment.

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 • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • 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.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• 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

EXHIBIT P

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) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ 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*
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 Q

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

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

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

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

III. Violation

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

**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 FOR PROVIDING ONE STOP CAREER SERVICES WIOA-TITLE 1-B ADULT, DISLOCATED WORKER AND YOUTH SERVICES FOR THE COUNTY OF SALEM (by means of the Cumberland Salem Cape May Workforce Development Board)

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

Following selection of a firm, all proposals, properly identified proprietary information excepted, shall be subject to public scrutiny and Court Order. Each firm submitting a proposal must therefore clearly designate any information it provides that it deems to be proprietary. Any such designation must be both reasonable and limited in scope. In any case, disclosure or non-disclosure of such information shall be subject to subpoena, court order, applicable statutes to include by way of example FOIA and OPRA as well as case law and shall be released in the discretion of the County with as much written notice as reasonably practicable to vendor if permitted by law and vendor may thereupon take any action it deems necessary and appropriate. Vendors are instructed to submit accordingly.

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-1et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml.

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

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

Emergency Purchases or Contracts

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

Sample

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE
1000A 200
TRENTON, N.J. 08646-2000

TAXPAYER NAME:	TRADE NAME:
TAX REGISTRATION TEST ACCOUNT	CLIENT REGISTRATION
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER
970-097-382/500	0107330
ADDRESS:	ISSUANCE DATE:
847 ROEBLING AVE TRENTON, NJ 08611	07/14/04
EXPIRES DATE:	
01/01/05	
FORM-BRC(08-07)	

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:	
	200-4101-4112823533

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. 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.

21. FORM W-9

(Required on all RFPs)

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

22. 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.

23. PURCHASING FROM STATE CONTRACT

The County reserves the right to purchase, during the term of any contract to be awarded, any of the specified materials and/or services through the New Jersey State Cooperative Purchasing Agreement (State Contract) or other arrangement precluded from bid laws if it is in the County of Cumberland's best interest to do so.

24. 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.

25. 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.

26. 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 brought against it, 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.

27. 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.

28. TAXES

The County is exempt from all Federal and State Taxes.

29. QUESTIONS

Questions concerning this RFP shall be directed in writing to the Cumberland County Purchasing Department, Attention: David C. DeWoody, Purchasing Agent, either by facsimile at (856) 451-0967 or by email at davidde@cumberlandcountynj.gov and cc: gwensc@cumberlandcountynj.gov and caroldo@cumberlandcountynj.gov by **12:00 PM (Noon) Thursday, May 15, 2025**. Questions submitted after this date and time will not be answered.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. TIE BIDS

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

43. 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.

44. 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.

45. **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.

46. **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.**

47. **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.

48. **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.

49. **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 Chosen Freeholders 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.

50. **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.

51. 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).

52. 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.

53. 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.

54. 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.

55. PROMPT PAYMENT ACT

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

56. 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.

57. 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.

58. 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.

59. 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.

60. 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.

61. 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.

62. THE WALL (NJDOL/OSEC):

As per P.L 2019, c.366 any business whose name appears on “The Wall” (Workplace Accountability in Labor Law), maintained by the New Jersey Department of Labor, Office of Strategic Enforcement and Compliance, (OSEC), is prohibited from public contracting.

Firms listed on this NJDOL database should not respond to this opportunity. The County of Cumberland will check The Wall prior to awarding a contract. A found listing on the Wall shall constitute an automatic rejection.

TECHNICAL SPECIFICATIONS

COMPETITIVE CONTRACTING FOR PROVIDING ONE STOP CAREER SERVICES WIOA-TITLE 1-B ADULT, DISLOCATED WORKER AND YOUTH SERVICES FOR THE COUNTY OF SALEM (by means of the Cumberland Salem Cape May Workforce Development Board); RFP 25-20

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	Wednesday, May 7, 2025
Pre-Proposal Meeting	Monday, May 12, 2025, @ 10:00 AM
Question Deadline	Thursday, May 15, 2025, @ 12:00 PM (Noon)
Proposal Due Date	Thursday, May 29, 2025, @ 2:30 PM
Governing Body Action	June 24, 2025
Contract Commencement	July 1, 2025

4. PROPOSAL SUBMISSION INFORMATION

a. SUBMISSION DATE AND TIME:

Thursday, May 29, 2025; @ 2:30 P.M.

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

b. SUBMISSION OFFICE:

Cumberland County Finance Department, Purchasing Division
Cumberland County Administration Building

164 West Broad Street
Bridgeton, New Jersey 08302

- c. **Respondents shall clearly mark their submittal package with the title of this RFP and the name of the responding firm, addressed to the Finance Department, Budget 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, 2025, to June 30, 2026, with the County having sole option to extend the contract for Three (3) One (1) Year renewals. The contract will remain open for an additional 90 days, (until September 30, 2026), to allow for the attainment and billing of performance-based measures.

11. SCOPE OF WORK

**Career Services
For Salem County Only
Adult, Dislocated Worker, & Youth Services
(Title I-B)**

INTRODUCTION/GENERAL INFORMATION

This section provides general, and background information needed to understand the regulatory and programmatic context of this RFP. This section also describes important details regarding the services and stakeholders related to this RFP, as well as characteristics of any agreements that may result from this RFP.

The Cumberland Salem Cape May Workforce Development Board issues this Request for Proposal (RFP) to identify and fund a Career Service Provider(s) (also known as the SUBRECIPIENT(S) to provide workforce services to Adult, Dislocated Workers, and Youth/Young Adults as outlined in the Workforce Innovation Opportunity Act (WIOA). SUBRECIPIENT employees directly charged to the award are required to be employed in the local area of Salem County. SUBRECIPIENTS shall fully disclose the planned staffing model in their proposals. The proposal submission shall be considered part of the contract.

This RFP will be funded under WIOA, a federal program funded through the U.S. Department of Labor and the State of New Jersey Department of Labor and Workforce Development (NJDOLE&WD). WIOA is the primary source of federal funds for workforce development activities throughout the nation; however, the legislation requires multiple partners to contribute to infrastructure, operations, and services. WIOA funds are awarded to the Chief Elected Officials (CEOs) of a Local Workforce Development Area (LWDA) to serve two primary customers (1. Job seekers and 2. Businesses) through a One-Stop system branded as the American Job Center (AJC) system.

The goal of WIOA is to strengthen the workforce system through innovation and alignment of services. This promotes individual and economic growth while meeting the local area's business and industry needs. One of WIOA's purposes is to assist individuals who face barriers against success in the labor market. WIOA seeks to improve people's access to employment, education, training, and support so they may succeed in the labor market. The AJC network in a LWDA must include at least one comprehensive AJC with services offered by all required partners and may include additional affiliate centers and/or access sites.

About the Cumberland Salem Cape May Workforce Development Board (WDB)

The WDB is the workforce development organization that connects funding, expertise, and opportunities to develop a thriving workforce in Cumberland, Salem, and Cape May County. The WDB and One Stop Career Centers are proud partners of the American Job Center Network that delivers a comprehensive portfolio of programs and initiatives for adults and youth to ensure that current and future needs of employers, job seekers, and underemployed workers are met.

The WDB is appointed by the CEO's and approved by the Governor, oversees the workforce system and activities in the LWDA. The WDB is responsible for meeting performance goals negotiated with the NJDOL&WD. To understand the work contained herein, we advise proposers to review the WIOA final regulations and References (Attachment A).

The WDB oversees workforce services in Cumberland, Salem, and Cape May County. The WDB is comprised of representatives from private sector employers, higher education, organized labor, non-profit organizations, and public entities. The WDB is responsible for the oversight and selection of the providers to form partnerships with Fiscal Agent in the delivery of One Stop Services.

The WDB must procure Career Services and additional career services, including youth services, through competitive procurement processes.

The Career Service SUBRECIPIENT(S) complement the work of the WDB and facilitates the delivery of workforce services in the local area. The SUBRECIPIENT(S) shall work through AJC system partner programs under the functional guidance of the One Stop Operator as outlined in the Memorandum of Understanding. The SUBRECIPIENT(S) role is to provide education and training services for the Title I Adult, Dislocated Worker, Youth/Young Adult staff and programs. The selected SUBRECIPIENT(S) shall be responsible for managing the Title I WIOA Performance Measures that are negotiated with the State by the WDB.

Breaking down barriers to career opportunities

The One Stop Career Centers help provide adult and young adult job seekers with opportunities to find meaningful employment. Through our providers, we make available access to career training and exploration programs: employment assistance; job search; and a robust summer jobs program. The WDB opens the door to career opportunities.

Providing community organizations with resources to make an impact

The WDB partners with numerous organizations in Cumberland Salem and Cape May County to provide opportunities for job seekers and businesses alike. Our partners include community-based organizations, economic development, training providers, businesses, and educators to collectively bridge the gap between people looking for work and employers in need of talent.

As the WDB for Cumberland, Salem, and Cape May County, we have programmatic and administrative responsibility for services of the Workforce Innovation and Opportunity Act (WIOA) provided in Salem county. The WDB also oversees employment and training programs for recipients of Temporary Assistance for Needy Families (TANF), General Assistance (GA), and Supplemental Nutrition Assistance Program (SNAP). To find out more about the Cumberland Salem Cape May Workforce Development Board:

<https://www.cumberlandcountynj.gov/workforcedevelopment>

Purpose of this RFP

The Cumberland Salem Cape May Workforce Development Board (CSCM WDB) is issuing this Request for Proposals (RFP) to identify a qualified service provider to deliver Adult, Dislocated Worker, and Youth/Young Adult services within the One-Stop Career System in Salem County. In addition, SUBRICIPIENT(S) will provide services to Youth/Young Adults to include, but limited to; program eligibility, referrals to other agency partners; career exploration, etc.

Cumberland, Salem, and Cape May County, in accordance with the Workforce Innovation and Opportunity Act (WIOA), including but not limited to providing career services, determine eligibility, supportive services, training services, engage in career pathways, job placement, assessments and referrals to other partner agencies. Bidders should review WIOA Title 1-B and other sources of guidance for a deeper understanding of the services sought by this RFP. www.dol.gov/agencies/eta/wioa

The period of performance will include a base contract year that begins on July 1, 2025, and ends on June 30, 2026, with three subsequent option years, exercised at the full discretion of the WDB. The selected bidder will implement a proven WIOA model with a focus on employers and job seekers that aligns with the WDB vision of a world-class workforce development system. The model will be operated primarily out of the Salem One-Stop Career Center (American Job Centers). Career centers are the focal point and public face of the local workforce development system. They provide access to a broad array of career-related services and information in one place, designed to serve a diverse range of customers with diverse needs, creating a vital link in connecting job seekers and employers. See Statement of Work below for a more detailed description of the work required by the successful bidder.

Basic terms and References throughout this RFP are provided in (Appendix B) to help readers better understand this RFP.

Overview: WIOA and One-Stop Centers

The Workforce Innovation and Opportunity Act (WIOA) is the primary federal law governing the funding and provision of workforce development services to job seekers, employers, and other stakeholders in the United States, primarily administered by the US Department of Labor (USDOL). WIOA is designed to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy. Please visit the USDOL website at www.dol.gov/agencies/eta/wioa for a more thorough overview of WIOA. All qualified parties interested in submitting an application in response to this RFP must be familiar with the goals and requirements of WIOA and all its implementing guidelines; the selected bidder must follow and comply with all rules and regulations therein. In many ways, the cornerstone of WIOA is a one-stop service delivery system that meets the needs of dual customers: the job seeker and the employer. One-stop centers, also known as American Job Centers, include a collection of agencies responsible for providing seamless service delivery to job seekers and employers. In New Jersey, the one-stop system is branded and referred to as "One Stop Career Centers, American Job Center Network." The One Stop Career Center system is measured by its effectiveness, accessibility, and continuous improvement, demonstrated by its ability to achieve negotiated performance goals, integrate available services, and meet the workforce development and employment needs of local employers and job seekers. There are three comprehensive one-stop centers in the local workforce development area –

- Cumberland County One Stop Career Center
- Salem County One Stop Career Center
- Cape May County One Stop

Through this RFP, the WDB intends to select a provider of Adult, Dislocated Worker, and Youth/Young Adult Services within the workforce development area who will be required to deliver the broad range of career, training, and related services defined by this RFP in close coordination with the WDB & partner agencies defined by WIOA, as well as additional partners whose services and resources may benefit customers of the

One Stop Career Centers. The Adult, Dislocated Worker, and Youth/Young Adult Programs are defined by Title I-B of WIOA, which is why service providers are often called Title I providers. Title I of WIOA establishes the framework for providing career and training-related services to many job seekers and employers at the nation's nearly 2,500 American Job Centers. The term "Title I provider" or "Title I-B provider" may be used interchangeably throughout this RFP with "Adult, Dislocated Worker, and Youth provider."

WDB/One Stop Career Centers

The WDB oversees three workforce development areas and are in Cumberland, Salem, and Cape May County – where three (3) comprehensive One Stop Career Centers exist, offering the full range of services. The purpose of the centers is to provide accessible, seamless, customer-driven services to job seekers, employers, and other stakeholders. Residents in all three counties may participate in services at any center, regardless of whether they live in or outside the three counties. The WDB expects the One Stop Career Centers to be welcoming places that offer exceptional customer service and valuable opportunities to a broad range of businesses and job seekers. The centers provide help and guidance to individuals of all skill levels and work experience, utilizing services for a variety of reasons related to their job search. Some users engage solely in self-directed activities with the help of technological tools and informational resources while others may participate in more comprehensive, individualized career and training services. No matter their needs, all individuals are welcome to come to the One Stop Career Center's for support and guidance. Please review the Cumberland Salem Cape May Workforce Development Boards WIOA One Stop Career Center Partner MOU for a more comprehensive overview of the system and one stop services at, www.cumberlandcountynj.gov.

Described below are basic features of the current operational model at the One Stop Career Service Centers. One Stop Career Centers in Cumberland, Salem, and Cape May County, offered for context and general reference. Bidders may propose arrangements conducive to the success of their proposed model, as allowed and appropriate, even if such arrangements differ from those described in this RFP. Locations and hours of operation for the comprehensive centers are provided below, which are subject to change at any time throughout the contract period. CSCM WDB has oversight over the One Stop Career Centers in all three counties. The proposed bidder will need to locate in the One Stop Career Centers should there be available space at the centers. Should space be available, and the bidder chooses to hold services at the centers, they will be responsible to pay facility costs based on the lease agreement.

The spectrum of basic and individualized services offered to job seekers and businesses at the One Stop Career Centers is delivered by core partners of the one-stop system defined by WIOA, in close coordination, including Title I: Workforce Development Activities (Title I-B Adult, Dislocated Worker, and Youth/Young Adult Services); Title II: Adult Education and Literacy Act programs is administered by the lead agency Salem Vocational Technical School; Title III: Wagner-Peyser Act/Employment Services administered by the

NJDOL&WD; and Title IV: Rehabilitation Act Title I programs administered by Vocational Rehabilitation. In addition to the core partners, the centers are host to numerous other partner agencies who enrich the centers with valuable career, educational and related resources. The selected bidder must work closely with staff of all partner agencies to recruit, enroll, assess, and effectively serve customers through multiple programs and services collaboratively. See WIOA 121(b) for more information on required and additional partner programs. All three locations offer orientations and workshops, led by multiple staff members of the One Stop partner agencies, covering topics such as job searching, soft skills, interviewing techniques, resume preparation, networking, effective communications skills, conflict resolution, computer literacy, job readiness training, civil service positions, getting a job as a reentrant, and job retention strategies. The selected bidder must offer and collaborate on orientations and workshops delivered at all three locations. To effectively manage and coordinate partners and services at the One Stop Career Center, WIOA establishes the role of the One-Stop Operator. Among other tasks, the Operator facilitates regular meetings and communication between core partners of the system to discuss critical issues related to operations, service delivery and performance. Each One Stop Career Center maintains a Public Access Area equipped with computers, informational resources, phones, and printers available to the public for job searching purposes, overseen by the NJDOL&WD staff known as Employment Services. These staff members are available to assist customers with their job search and provide customers with additional information about all services offered at the One Stop Career Center. The selected bidder must assist and coordinate efforts with the partners, staff, and the One Stop Operator frequently. The three locations also host Employment Service Representatives, who are available to provide basic assistance to unemployment claimants and potential claimants through scheduled appointments. The selected bidder may need to assist customers in utilizing the support provided by Employment Services and other basic resources available at the centers in each county. However, Employment Services do not process unemployment claims, nor can they provide assistance or information specific to claims.

WIOA Primary Indicators of Performance

The effectiveness of WIOA programs is measured by specific indicators determined by federal law. You can read more about the indicators, which relate to employment, earnings, credentials, and skill gains from the U.S Department of Labor website.

www.dol.gov/agencies/eta/performance/performance-indicators . The indicators and negotiated goals apply to the WIOA programs the WDB oversees, as a whole, across the workforce development system in Cumberland, Salem and Cape May County. Proposed programs must clearly demonstrate the potential for success in terms of the WIOA Primary Indicators of Performance. See Statement of Work for specific goals successful bidders will be required to meet.

Population to be Served

The One-stop service delivery system is designed to provide all job seekers and businesses with access to a broad range of information, services, and career opportunities. As such, a diverse range of stakeholders utilize the centers to pursue positive educational and employment outcomes. Job seekers come to the centers with differing levels of experience, skills, abilities, and barriers to employment seeking career opportunities in various occupations. The successful bidder will have demonstrated experience in delivering workforce development services to a similarly diverse population. The successful bidder may be asked to focus recruitment, engagement, and service delivery on certain areas or population characteristics, depending on priorities and initiatives of the WDB.

The WDB will procure services for Youth/Young Adults in a separate RFP. Successful bidders of this RFP will work with providers that have been awarded the In and Out of School youth to provide the following services:

- Offering services through the One Stops
- Determine Eligibility
- Support for educational attainment
- Opportunities for skills training (pre-apprenticeship, internships and work-based learning).
- Other opportunities for youth

Anticipated Award & Funding Sources

As a result of this RFP, the WDB expects to award a contract for WIOA services sought by this RFP for Salem county. The WDB anticipates each contract value in the range of:

Salem County:

Adult Funding: \$154,000 for the period of July 1, 2025, to June 30, 2026

Dislocated Worker Funding: \$122,700 for the period of July 1, 2025, to June 30, 2026

Youth Funding: \$86,500 for the period of July 1, 2025, to June 30, 2026

Total: \$363,200

The proposal must be advantageous to the WDB in terms of quality and cost in order to be recommended for funding.

The Cumberland Salem Cape May Workforce Development Board has approximately \$363,200 WIOA Career Service Contracts in Cumberland, Salem, and Cape May County. The allocation of those funds will be determined after the proposals are received and reviewed.

FEDERAL FUNDING DISCLOSURE

The services highlighted in this RFP are supported by the New Jersey Department of Labor (NJLDR) with funds from the United States Department of Labor (USDOL) through the Workforce Innovation and Opportunity Act (WIOA) totaling \$363,200. 100% of these services are financed through federal funding sources.

Local Workforce Development Areas (LWDA): The Cumberland Salem Cape May LWDB is a workforce development board that oversees three LWDAs—Cumberland, Salem and Cape May County. Each LWDA is supported by separate WIOA funding streams, which the WDB and its network of contracted providers must allocate to residents of each LWDA appropriately. Regardless of whether an individual resides in the three County LWDA, they may participate in one-stop services in any LWDA, although their residency must be tracked so costs can be allocated to the proper funding stream.

Funding Amounts & Sources

In addition to multiple LWDA's, WIOA funds are further split by program - Adult, Dislocated Worker, and Youth - which the WDB and its network of contracted providers must assign to participants appropriately, based on funding availability, eligibility, and suitability for the program. The division of LWDA's and WIOA programs creates three separate funding streams that will be used to fund any agreement resulting from this RFP, summarized below:

- Salem County – WIOA Adult Funding Stream – WIOA Dislocated Worker Funding Stream – WIOA Youth Funding Stream

The actual amount of award in total and per funding source will be based on the proposed budget, successful contract negotiations, availability of funds, and standards for use of public funds (all costs must be reasonable and necessary to carry out the planned functions, allowable, and allocable to the proper grant/cost categories). The successful bidder must deliver a program that reflects the amounts and sources of funding provided in any contract resulting from this RFP. However, the WDB, at its sole discretion, may adjust the contract amounts and sources of funding by LWDA’s and the WIOA program, as needed, according to the actual proportion of contract activities and customers served. The WDB is unable to define with certainty the WIOA allocation (administrative and programmatic funds) that will be made available for any agreement resulting from this RFP. The federal government/state allocates WIOA Adult, Dislocated Worker, and Youth Program funds annually each spring. Final funding awards will be based upon WIOA funding allocations, the WDB priorities, and other factors, at the discretion of the WDB. The WDB may choose to make additional funding sources available through contracts resulting from this RFP, based on availability and allowability, including but not limited to funds from the Workforce Innovation and Opportunity Act (WIOA), Work First New Jersey (WFNJ), Temporary Assistance for Needy Families (TANF), and foundations, businesses, or other entities. The WDB reserves the right to vary or change the terms of any contract executed as a result of this RFP, including funding levels, the scope of work, performance standards, and shortening or extending the contract period, as it deems necessary and in the best interests of WDB.

Program Cost Reimbursement

Payment related to any agreement resulting from this RFP will be made on a cost reimbursement basis. This means your organization must have the financial capacity to pay all program costs up front. The WDB will require invoices, proof of expenses and required documentation to process all reimbursements. The reimbursement timeline will be finalized during contract negotiations. Allowable costs will be determined by all applicable federal, state, and local regulations, including but not limited to the NJDOL Uniform Guidance and WIOA regulations.

Invoicing must be submitted to the WDB monthly. The successful bidder must also be up to date with all One Stop operating reporting and documentation requirements to receive payment, as applicable.

The WDB will only reimburse the provider(s) for actual expenses incurred during the effective dates of the contract.

Program Dates

Initial agreements resulting from this RFP are estimated to begin on or around July 1, 2025, and extend until June 30, 2026. The WDB may renew awarded agreements beyond June 30, 2026, for up to three additional contract periods, as shown in the table below, with the second, third, and fourth contract periods renewable at the discretion of the WDB, based on performance of the successful bidder and funds available. The WDB reserves the option to modify contracts on a year-to-year basis. The agreement is not renewable after the fourth 12-month period.

Anticipated Program Dates and Contract Periods:

- Contract period 1 (base) July 1, 2025 – June 30, 2026, Base contract award
- Contract period 2 (option) July 1, 2026 – June 30, 2027, Renewable by the WDB
- Contract period 3 (option) July 1, 2027 – June 30, 2028, Renewable by the WDB
- Contract period 4 (option) July 1, 2028 – June 30, 2029, Renewable by the WDB

Who can apply?

Eligible applicants include non-profit and for-profit organizations, private sector entities, educational institutions, community-based organizations, and other entities operating in accordance with federal, state, and local law. Applicants must have been in business for at least three years. Eligible applicants must be in good standing with the federal government, not debarred, and have proof of insurance and a Unique Entity Identifier Number (previously known as "DUNS number"). Organizations currently barred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by a Federal, State, City or County department/agency, quasi-governmental agency are ineligible to apply. The successful bidder will have demonstrated experience and expertise in the provision of services sought by this RFP at a similar scale and to similar populations, as described in this RFP. Programs should be grounded in the communities they serve, with staff focused on providing high quality, customer-centered, culturally competent services. A group of two or more applicants may apply as a consortium, but the lead applicant/fiscal agent must be clearly identified. In this scenario, The WDB would contract with one lead organization. All entities, whether directly contracted or subcontracted via the lead applicant/fiscal agent will be held to the requirements of federal, state, and local policies. Please be aware that additional monitoring, compliance, and assessment requirements will become the responsibility of the lead applicant/fiscal agent.

Applicant Competency – All applicants must have the technical competence, knowledge and expertise, management and administrative capabilities and capacity, professional staff, financial resources and stability, and administrative and fiscal systems to carry-out the work described in this RFP. Applicants must meet high standards of public service and fiduciary responsibility. The WDB requires assurance that the selected applicant's performance of the terms and conditions of any agreement resulting from this RFP be undertaken in accordance with the highest level of integrity and business ethics. Applicants must be able to implement a system of self-monitoring, including the review of key data related to performance, quality assurance, financial integrity, and accuracy. Applicants are responsible for being knowledgeable of all laws, regulations, rules, and policies of the funding sources identified in this RFP. If the WDB determines, at its sole discretion, that the selected applicant is not responsible, that it does not possess the administrative, fiscal, and/or technical resources and capabilities necessary to successfully perform under the terms and conditions of an agreement, it shall terminate the agreement immediately.

STATEMENT OF WORK

The following STATEMENT OF WORK describes the programmatic and administrative requirements applicable to any contract resulting from this RFP, referred to as "Agreement" below. The successful bidder, referred to as "SUBRECIPIENTS" below, will be required to comply with all standards described herein. The WDB has applied its best efforts to create a comprehensive Statement of Work that reflects the large majority of tasks, services, and activities required of the SUBRECIPIENTS through this Agreement. However, this STATEMENT OF WORK should not be considered exhaustive. SUBRECIPIENTS will perform work that is reasonably connected to the requirements established herein or defined within the laws and regulations referenced throughout this Agreement.

1. Summary

SUBRECIPIENTS will implement an innovative and proven workforce development model, driven by the needs of employers and availability of career opportunities, to deliver WIOA Adult, Dislocated Worker, and Youth Services and support the One Stop Career Centers in Cumberland, Salem, and Cape May County. The proposed model must align with the principles and requirements of WIOA and the WDB vision of a collaborative, world-class workforce development system, the primary goal of which is to match the labor

demands of employers with the skills and talents of jobseekers, helping businesses thrive and creating viable career pathways for residents of Cumberland Salem and Cape May County's. As a key partner in the One Stop System, SUBRECIPIENTS will align services and activities with the WIOA One-Stop Partner MOU for Cumberland, Salem, and Cape May County. SUBRECIPIENTS will deliver Adult, Dislocated Worker, and Youth as defined by the Workforce Innovation and Opportunity Act (WIOA) and all its implementing guidelines and regulations. The services described in this STATEMENT OF WORK will be delivered primarily at three comprehensive One Stop Career centers in Cumberland, Salem and Cape May County. Comprehensive centers have substantive representation from key partner agencies, including core partners of the one-stop system defined by WIOA, with whom SUBRECIPIENTS will coordinate the conduct of work described herein. As a primary provider of WIOA Title I-B Services in three counties, SUBRECIPIENTS will actively participate with the WDB in shaping and informing the local workforce development system. As such, SUBRECIPIENTS will maintain current knowledge of and expertise in:

- Federal, state, and local WDB policies, including WIOA and its implementing guidance.
- Evidence-based workforce development practices and viable career pathways
- Local workforce development programs, social service agencies, and related resources
- Local labor market information, including workforce trends and employer dynamics

SUBRECIPIENT will closely adhere to the criteria of relevant Training and Employment Guidance Letters (TEGL) from the US Department of Labor; NJ Workforce Innovation Notices (WIN) from the NJ Department of Labor and Workforce Development; and the local, regional, and state workforce plans and MOUs including but not limited to the following:

- TEGL 03-14: Implementing a Job-Driven Workforce System
- TEGL 4-15: Vision for the One-Stop Delivery System
- TEGL 10-16: Performance Accountability Guidance for WIOA
- TEGL 16-16: One-Stop Operations Guidance for the American Job Center Network
- TEGL 19-14: Vision for the Workforce System and Initial Implementation of WIOA
- TEGL 19-16: Guidance on Services provided through the Adult and Dislocated Worker Programs Page 10 of 44
- TEGL 21-16: WIOA Title I Youth Formula Program Guidance
- NJ WINS: www.nj.gov/labor/wioa/resources/
- WDB Policy's: www.cumberlandcountynj.gov/wdbpolicies
- WDB One-Stop Partner MOU: www.cumberlandcountynj.gov/content/22602/23188/24016/25192.aspx
- Regional Plan: www.cumberlandcountynj.gov/content/22602/23188/24016/25192.aspx
- Local Plan: www.cumberlandcountynj.gov/content/22602/23188/24016/25192.aspx

Critical components of SUBRECIPIENT's work will include:

- A workforce system that leverages multiple agencies and funding streams, and ensures full access for a broad and diverse range of stakeholders, including individuals with barriers to employment
- Employer engagement to determine human capital needs and match with skills and abilities
- Comprehensive outreach and recruitment strategies to engage a diverse range of jobseekers
- Strategies and practices to reach jobseekers in neighborhood locations through partnerships
- Use of best practices and career pathways to enhance service delivery to jobseekers
- A level of contact and engagement with jobseekers that addresses needs and meets outcomes

- Leveraged technology to support service delivery, innovation and continuous improvement
- Strong command of data and information systems, including AOSOS—American One Stop Operating System
- Development of strategy and policy improvements that can enhance the one-stop centers, in close collaboration with the WDB and the One-Stop Operator
- Tracking and communication of jobseeker activity, employer needs, challenges, and opportunities
- Participation in meetings of the Workforce Development Board of Directors, as a core partner of the One Stop Career Centers and a provider of WIOA Title I-B Services in Cumberland, Salem, and Cape May County, SUBRECIPIENTS may be asked by the WDB to participate in special projects and initiatives within the scope defined by this STATEMENT OF WORK and related to SUBRECIPIENTS primary role within the one-stop system.

2. Outreach & Recruitment

SUBRECIPIENTS will collaborate with One Stop partners to conduct broad outreach, communication, and recruitment activities on a regular basis, raising awareness of and increasing participation in the One Stops, WIOA Title I-B Servicers, and the larger workforce development system. Such activities will be directed toward potential customers and other partners, including jobseekers, employers, and community-based organizations, as well as the general public, as appropriate. SUBRECIPIENTS must ensure such activities are coordinated with the plans and activities of the other One Stop partners and adhere to statewide and local guidelines, including standards established by the One-Stop Operator and the WDB, to ensure an integrated and unified system of workforce development. Outreach and recruitment activities include but are not limited the following:

- Collecting information, evaluating data, and conducting research to identify and inform engagement of potential customers, employers, partners, and other stakeholders
- Arranging or participating in information sessions, career or community educational resource fairs, and job hiring events at the centers (and outside the centers), partner locations, and in virtual settings
- Participating in creation and distribution of local collateral to increase awareness of WIOA Title I-B Services and the One Stops, including use of social media platforms, subject to approval by the WDB
- Participating in the design and implementation of activities that target specific audiences for engagement in initiatives of the One Stop Centers and the WDB
- Tracking the above-described activities, and other outreach and recruitment activities, and reporting to the WDB and the One Stop partners. SUBRECIPIENTS will focus outreach and recruitment activities on creating and maintaining a steady and diverse pipeline of customers utilizing the One Stop Career Center system adequately to meet the needs of employers seeking to utilize the One Stop or candidate sourcing. SUBRECIPIENTS will direct all inquiries from or communication with public officials, the media, WDB board members, or related stakeholders to the WDB Director. Upon request by the WDB, SUBRECIPIENTS may be asked to assist or participate in such communication.

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.”

3. Community-Based Services

The WDB is committed to increasing access for jobseekers and bringing One Stop Career Center services and WIOA Title I-B Services and resources to locations beyond the one-stop centers. SUBRECIPIENTS will work closely with the WDB to determine strategies for providing information, general assistance, and One Stop Career services in neighborhood-based locations and through virtual mediums on behalf of the one-stop system. Selection of host locations for such activities is subject to WDB approval and will consider place-based and/or population-based factors. Locations may include libraries, partner organizations and other community spaces. The WDB expects SUBRECIPIENTS to work closely and maintain positive relationships with partner agencies supporting the distribution of One Stop Center services, information, and resources. SUBRECIPIENTS will employ virtual methods of participant contact and engagement, available during non-traditional working days and hours via phone call, text, or email. WDB SUBRECIPIENTS will also provide partner agencies with access to online resources, webinars, and virtual workshops so that all residents of Cumberland, Salem and Cape May can utilize such resources on demand. Virtual services are to be approved by the Director of the WDB.

4. Enrollment & Orientation

SUBRECIPIENTS will enroll individuals in WIOA Title I-B Services. SUBRECIPIENTS must follow WIOA guidelines, state regulations, and WDB policies in making eligibility determinations and facilitating the enrollment process. Enrollment refers to the completed process by which an eligible participant has been referred for WIOA services and for whom required documents and records have been completed and entered into the states data system called American One Stop Operations System (AOSOS). SUBRECIPIENTS must provide enrollment services for other WIOA programs administered by the WDB, upon request the WDB, on an as-needed basis. If an individual is not eligible or prepared for WIOA Title I-B Services, they must be referred to an appropriate vocational, educational, or social service agency for assistance, according to their needs.

The WDB is committed to ensuring an efficient, customer-friendly approach to enrollment for the One Stop Career Centers and WIOA Title I-B Services, balanced with the need to assess suitability and prepare customers for participation in WIOA activities. SUBRECIPIENTS will employ enrollment practices that follow applicable regulations and assess/prepare candidates for WIOA activities, but do not impose unneeded requirements on jobseekers and employers. The enrollment process should be flexible and consist of only reasonable and necessary requirements for jobseekers and employers, minimizing barriers and streamlining steps to meaningful participation.

SUBRECIPIENTS will conduct orientation activities regularly to ensure potential and newly enrolled participants are aware of all services and opportunities available through the One Stop Career Centers.

SUBRECIPIENTS will comply with all federal, state, and local guidance and regulations regarding priority of service and track the number of individuals served that meet each criterion for priority service and related participant outcomes achieved.

5. Career Services

SUBRECIPIENTS will deliver high quality WIOA Title I-B Services that create opportunities for economic and career success, and connect jobseekers with employer-driven placement, education, and training options. SUBRECIPIENTS will facilitate services with other One Stop partners, including consideration of co-enrollment, and work with partner organizations in the One Stop Career Center sites to promote the development of integrated intake, case management, and reporting.

Every One Stop customer will have access to a set of employment-related career services. SUBRECIPIENTS will move individuals through the array of career services defined in Section 134(c)(2) of WIOA, based on their individual skills and needs, providing basic, individualized, and follow-up career services. Basic and individualized career services do not have to follow a sequence; rather, they are defined to allow a varied approach to services that meet the needs of a range of jobseekers. In planning and delivering career services, SUBRECIPIENTS will employ an evidence-based triage process that effectively assesses jobseekers to determine and provide the most appropriate career services.

Basic career services: Basic career services are universally accessible and must be made available to all individuals seeking employment and training services at local One Stops. Generally, these services involve less staff time and involvement. Basic career services include but are not limited to eligibility determinations; outreach, intake, and orientation; initial skill assessments; labor exchange services such as job search, placement assistance, and career counseling; provision of information and assistance regarding the labor market, available training programs, unemployment compensation and supportive services; and program referrals.

Individualized career services. Individualized career services must be provided when staff determine that such services are required to retain or obtain employment. Generally, these services involve more significant staff time and customization to everyone's need. Individualized career services include but are not limited to comprehensive and specialized assessments of skill levels and service needs, in-depth interviewing, and evaluation to identify employment barriers, customized career counseling, short-term pre-vocational skills, work experiences, etc. These services also include the development of an individual service strategy (ISS) to identify appropriate career pathways, employment goals, related objectives, and a combination of services for the participant to achieve goals.

Follow-up career services: SUBRECIPIENTS must provide follow-up services for WIOA participants who are placed in employment for up to 12 months after the first day of employment. Follow-up services may include but are not limited to contact to determine work status; counseling regarding the workplace; additional career planning and counseling; staff assisted job search and re-placement assistance; access to additional workshops and job clubs; and referral to supportive services. Follow-up services must include more than just attempted contact.

Workshops: SUBRECIPIENTS will refer customers to workshops at One Stop Center sites and participate in or provide support to workshops conducted by One Stop partner agencies. SUBRECIPIENTS will work with the NJDOL staff to schedule workshops that will cover, but not be limited to, job search and soft skills, such as interviewing techniques, resume preparation, networking, effective communications skills, conflict resolution, computer literacy and job readiness training. These workshops are provided by NJDOL&WD staff at the One Stop Centers. SUBRECIPIENTS must coordinate with other partners at One Stops to ensure workshops are coordinated and duplication is reduced.

Additional services may consist of, but are not limited to:

- Group, individual, and career counseling, which may include networking and job clubs.
- Short-term pre-vocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills and professional conduct.
- Internships and work experiences linked to career pathways.
- Provision of information and referral to additional services as appropriate including financial literacy services and English language acquisition programs. These and other additional services should be determined appropriate for obtaining or retaining employment as identified through assessment, skill deficiency, or length of unemployment.

6. Training Services

The SUBRECIPIENT is responsible for implementing an approach to training services in close coordination and consultation with the WDB that is driven by the needs of local employers and aligned with viable career pathways, in accordance with the WIOA vision of career pathways (see WIOA Sec. 3, Def. 7). The emphasis will be on supporting occupational clusters and high priority occupations that are in-demand by employers and offer self-sustaining wages.

SUBRECIPIENTS will:

- Assist participants in navigating the array of training services defined by Section 134(c)(3) of WIOA.
- Identify and refer participants for training opportunities
- Enroll eligible individuals in WIOA Title I-B Services and determine training suitability, as appropriate and allowable, facilitating participation in specific training programs
- Ensure training service provision and documentation are accurately entered into AOSOS; including coordinating with participants, training providers, or other stakeholders to collect and verify related data and information.
- Remain in regular contact with participants who engage in training, training providers, employers, and other stakeholders throughout the training experience to ensure successful engagement, completion of the program, and achievement of desired outcomes.
- Regularly promote and recruit for training programs supported by the broader workforce development system in the three-county local area.

Training Eligibility and Suitability:

SUBRECIPIENTS must determine eligibility and suitability for training activities before individuals can participate in WIOA-funded training. Suitability relates to a participant's assessed ability and perceived commitment to attend training activities, successfully completing a training program, and to get and keep employment related to training. Suitability determinations also consider alignment between a training program and the participant's career goals, expectations, and other factors. SUBRECIPIENTS must determine suitability through interview, evaluation, or assessment, and in conjunction with career planning. If SUBRECIPIENTS determines that a participant is not suitable for training activities, SUBRECIPIENTS must clearly explain why and how the participant can address the factors preventing a positive suitability determination.

Training suitability determinations must adhere to the guidelines of TEGL 19-16, and other applicable rules and regulations; however, the suitability process should consist of only reasonable and necessary

requirements, minimizing barriers and streamlining steps to meaningful training participation. SUBRECIPIENTS may determine whether training services are appropriate, regardless of whether the individual has received basic or individualized career services first.

Occupational Skills Training: SUBRECIPIENTS will not directly provide occupational skills training but will advise participants on available opportunities and assist participants in applying to, enrolling and participating in, and completing training programs. SUBRECIPIENTS should direct participants toward training programs that are well-aligned with their career objectives, skills, and background, and that they are most likely to complete and benefit from; however, SUBRECIPIENTS will focus efforts on facilitating Individual Training Accounts (ITA) and supporting contracts with training providers.

SUBRECIPIENTS will facilitate the ITA application and selection process with eligible participants. Training supported by ITAs must be conducted by providers with programs included on the Eligible Training Provider List (ETPL). SUBRECIPIENT will maintain a working knowledge of available, effective training programs and advise participants interested in ITA's. SUBRECIPIENTS will follow all required guidance and regulations regarding the use of ITAs, including related WDB policies, and ensure customer choice, as described in WIOA.

Work-Based/Employer-Based Training: SUBRECIPIENTS will work closely with the WDB to implement an approach to employer-based training that includes On-the-Job Training (OJT), and Incumbent Worker Training (IWT), is responsive to the needs of businesses, and is conducted in accordance with WIOA regulations, and other applicable guidance. SUBRECIPIENT will work with the WDB to provide consultation to employers throughout the business engagement process, as appropriate, toward the development of work-based training opportunities that align with the WDB priorities; however, such opportunities must be developed in close coordination with the WDB and are subject to approval by the WDB. The WDB engages with businesses and prioritizes an employer-driven approach to workforce development. Through such activities, the WDB often develops work-based training opportunities that result in OJT or IWT agreements with employers. SUBRECIPIENTS will support work-based training opportunities developed by the WDB, providing the services described in this STATEMENT OF WORK to participants, employers, and other stakeholders involved in such opportunities.

Fiscal and Contract Administration: The WDB will act as the fiscal agent for all occupational and work-based training activities. The WDB will hold all OJT and IWT training funds and will directly execute and administer agreements for training contracts. ITA's will be directly executed and administered by the SUBRECIPIENTS. SUBRECIPIENTS funding for ITA's will be included. SUBRECIPIENTS may engage in developing opportunities that lead to training-related agreements, in close coordination with the WDB.

Training Participant Approval: SUBRECIPIENTS must request approval from the WDB to place any participant in a training service for a training program funded by the WDB. The WDB will define the process for requesting approval, which may vary according to the type of training or the specific agreement for training (example: Subrecipients will provide ITA training logs) for WDB approval. SUBRECIPIENTS must coordinate with the WDB to ensure all training participation is tracked and adheres to the agreements and guidance governing the training. SUBRECIPIENTS may not proceed in supporting an individual's participation in a training program funded by the WDB until granted express approval by the WDB. The purpose of the WDB's involvement in training participant approval is to effectively manage training funds, ensure adherence to training agreements, and maintain a systemwide accounting of training-related activities. The WDB will not make training eligibility or suitability determinations for participants; such determinations will be made solely by SUBRECIPIENTS.

7. Supportive Services

Jobseekers commonly face a wide variety of barriers that make it difficult to achieve and retain meaningful employment. SUBRECIPIENTS will think critically and creatively about how to accommodate jobseekers with such barriers and provide or connect jobseekers with supportive services, as appropriate. SUBRECIPIENTS will provide supportive services in accordance with the WDB Supportive Service Policy (www.cumberlandcountynj.gov/wdbpolicies) when:

- The participant is registered, enrolled, and receiving WIOA Title I-B career or training services.
- Supportive services are necessary to enable participation in services; and
- The participant is unable to obtain similar services from another source.

SUBRECIPIENTS will consult with the One Stop Operator to build and maintain an effective referral network of service agencies to ensure participants have access to the basic supports needed to fully participate in all services described herein. The supports available through SUBRECIPIENTS' referral network must align with the needs of individuals with barriers to employment, as defined in WIOA Section 3, these may include but not limited to:

- Linkages to community services;
- Assistance with transportation and car repair;
- Assistance with educational testing;
- Reasonable accommodations for individuals with disabilities;
- Assistance with uniforms or other appropriate work attire and work-related tools, including items such as eyeglasses and protective eye gear;
- Assistance with books, fees, school supplies, and other necessary items for students enrolled in postsecondary education classes;
- Payments and fees for employment and training-related applications, tests, and certifications;
- Translation services; and
- Non-commercial driver's license training and assistance with fees.

Note: Incentive payments to youth are permitted under WIOA, but they are not subject to the same rules as supportive service payments. See the Cumberland Salem Cape May Workforce Development Board's Youth Incentive Policy Statement (www.cumberlandcountynj.gov/wdbpolicies) for details on the provision of such services to youth.

SUBRECIPIENTS will maintain and provide up-to-date information relating to such services and assistance in AOSOS.

8. Youth & Young Adults

[This section will be customized based on proposal of successful bidder, contract negotiations, and future program design.]

SUBRECIPIENTS will work with the WDB's youth provides to complete a comprehensive assessment, intake and eligibility for each youth entering an In-School Youth or Out- of-School Program.

Assessment results and discussion with youth participants will inform a service plan, known as an Individual Service Strategy (ISS), that will empower them to achieve their career goals. The ISS will be completed and

must outline the goals, roles, responsibilities, services, and action steps that will be taken toward achieving placement in post-secondary education or employment. All services provided to youth participants should be linked to their career goals and must be documented within the ISS. SUBRECIPIENTS will also ensure all services described in this RFP are made available to youth participants, as applicable.

Objective assessment includes a review of basic skills, occupational skills, prior work experience, employability, interests, aptitudes, supportive service needs, and developmental needs. Objective assessment must also consider a youth's strengths rather than just focusing on areas that need improvement. Career assessments may also be administered to uncover participants' strengths, areas of interest, and other qualities to drive career planning.

Additional requirements will be added here in final agreements, based on SUBRECIPIENT's model for WIOA Youth Services, subject to continuous review and approval by WDB.

9. Dislocated Workers

SUBRECIPIENTS will develop strategies and employ practices for recruiting and effectively serving dislocated workers, as defined by WIOA sec. (3)(15). Such strategies and practices must consider the distinct experiences of dislocated workers and customize career, training, and supportive services appropriately.

SUBRECIPIENTS will actively participate in Rapid Response Services to assist employers and workers affected by permanent or substantial layoffs or business closures. Upon notification of a forthcoming layoff or plant closure (Worker Adjustment and Retraining Notification - WARN notice) or employer notification to the local WDB/One Stop Career Center office, SUBRECIPIENTS will begin coordinating efforts with the WDB and partner agencies to provide information and services to those affected. While participating in Rapid Response Services, SUBRECIPIENTS will report to the WDB monthly on efforts to transition displaced workers including use of training funds, job placement, wages, and retention.

10. Business Services

SUBRECIPIENTS will work with the WDB to determine eligibility for On-the-Job Training and Incumbent Worker Training. All eligibility information will be entered in AOSOS and provide follow-up services. Business Services/Engagement will remain with the WDB.

11. Partner Collaboration & Coordination

The WDB envisions a unified one-stop system where all participating programs and organizations operate together in a collaborative way that provides a coordinated, seamless experience for customers. SUBRECIPIENTS will make every effort to embrace, prioritize, and contribute to the WDB's vision of an integrated system of workforce development in Cumberland Salem and Cape May County.

SUBRECIPIENTS will work closely with the WDB and One Stop Operator to collaborate and coordinate activities with the stakeholders and initiatives that comprise the larger workforce development system led by the WDB. Such initiatives include but are not limited to WDB programs funded by WIOA, TANF, and other public and private funds; core partner agencies providing WIOA Title I, II, III, and IV Services; signatories of the One-Stop Partner MOU for Cumberland Salem and Cape May County; and other activities of stakeholders affiliated with the WDB.

To facilitate collaboration and coordination of activities, SUBRECIPIENTS will:

- Share information and best practices with the WDB/One Stop Operator its network of providers
- Coordinate service delivery with partner programs to increase efficiency and reduce duplication, including career services, training services, and supportive services
- Assist the WDB in developing a strong portfolio of workforce programs
- Assist the WDB in developing strategies for co-enrollment with partner programs
- Participate in meetings, conference calls, pilot programs and recruitment events organized by the WDB and its network of providers, including meetings of the One Stop Career Center partner agencies led by the One Stop Operator
- Provide WIOA eligibility screening and recruitment support for the WDB and its network of providers
- Assist the WDB in obtaining additional public and private funds that build capacity of the local workforce development system
- Participate in creating and implementing consistent and collaborative messaging for the One Stop Career Centers

The WDB supports customer participation in multiple programs and services, referred to as co-enrollment, when such participation provides an added value to the customer and complies with applicable rules and regulations. Co-enrollment is not supported when participation in multiple programs and services results in duplication or inefficient use of resources. SUBRECIPIENTS will encourage and facilitate co-enrollment for customers in cases when the services and resources of programs are complimentary, efficiently delivered and add value to the customer's progress toward program goals. Co-enrollment is especially encouraged among required partner programs of the one-stop system defined by WIOA. For example, SUBRECIPIENTS will work closely with adult basic education and literacy programs offered through Title II of WIOA, ensuring jobseekers with basic skills deficiencies or in need of GED or ESL instruction are aware of and have access to programming offered by Title II partner agencies.

12. Referrals

To ensure all customers have access to the services and resources that best meet their needs, SUBRECIPIENTS must build and maintain a robust referral network and procedures to facilitate and track referrals. SUBRECIPIENTS must have a strong capacity to make incoming and outgoing referrals for individuals and businesses to all One Stop Career Center partner programs, and to a broad range of programs and resources outside the One Stop Career Center network. SUBRECIPIENTS must utilize practices for triaging clients, asking questions that lead to appropriate referrals, and ensuring participants can make informed decisions about the network of referral services made available through SUBRECIPIENTS.

SUBRECIPIENTS will track, monitor, and report on referrals made to and received from partner agencies, identifying trends and opportunities for system improvements. SUBRECIPIENTS must develop a referral tool to track referrals to the maximum extent possible. The WDB may utilize the referral tool in measuring the number and type of SUBRECIPIENTS' referrals, to ensure such activity reflects the robust referral network intended by the WDB.

Referrals to the WDB Initiatives and Opportunities. SUBRECIPIENTS will coordinate with the WDB to refer quality candidates from WIOA or other programs for partnership opportunities, including but not limited to occupational training, work/employer-based training, employment and/or additional opportunities. SUBRECIPIENTS will respond to the WDB requests for work ready candidates in a timely fashion and will refer candidates appropriately, according to the criteria of requests by the WDB. SUBRECIPIENTS will ensure staff have adequate knowledge of and make seamless referrals to and from programs/services. An example of a referral could be attending a hiring event or resource fair.

13. System Improvements

As a key partner of the workforce development system led by the WDB, SUBRECIPIENTS will proactively inform and make recommendations to the WDB regarding opportunities for continuous improvement of services described in this STATEMENT OF WORK, operations of the One Stop Career Center, and the broader network of workforce development programming in Cumberland Salem and Cape May County, leveraging existing knowledge, as well as observations and analysis gained through performing this STATEMENT OF WORK. SUBRECIPIENTS will work closely with the WDB to identify and integrate complementary services and enhancements at One Stop Career Centers that help to better serve jobseekers and businesses.

14. Staff Qualifications & Development

SUBRECIPIENTS must employ highly qualified and professional staff at all levels throughout the period of performance whose quality of work is reflective of the world-class workforce development system sought by the WDB. SUBRECIPIENTS will ensure all staff adhere to the highest level of conduct, demonstrating responsiveness and customer service in all interactions with stakeholders of this Agreement. SUBRECIPIENTS staff are required to maintain current knowledge and expertise in the following:

- Career counseling and customer service best practices
- Delivery of workforce services to job seekers and businesses remotely (approved by the WDB), through virtual platforms
- Labor market information, including characteristics of supply (labor) and demand (employers)
- Initiatives, programs, and services of the WDB and the broader workforce development system
- Viable career pathways and how to connect the One Stop Career Centers appropriately
- Availability of industry and employer-recognized training and educational opportunities
- America's One-Stop Operating System (AOSOS) – Data Management System
- Impact of trauma and poverty on jobseekers and related interpersonal strategies
- Local resources and services to assist individuals facing barriers to employment
- Culturally competent service delivery
- Federal, state, and local policies, including WIOA and its implementing guidance

Staff must have the capacity to work remotely and deliver the services required by this STATEMENT OF WORK through virtual mediums, if needed and approved by the WDB.

15. Performance Indicators & Goals

SUBRECIPIENTS must meet or exceed the goals described below, consisting of two parts - WIOA Primary Indicators of Performance and Additional Performance Indicators and Goals. The WDB may utilize other criteria, reasonably related to the work defined herein, in determining the success of SUBRECIPIENTS' efforts, as described below.

The below goals are based on WIOA performance goals, analysis of historical performance, comparable benchmarks, and the WDB's interpretation of reasonable value for this Agreement. They reflect the intended size, scope, and impact of services defined herein. The WDB expects SUBRECIPIENTS to meet or exceed these goals during the term of this Agreement and strive toward further increases for any renewal periods beyond this Agreement, should the WDB choose to exercise renewal periods. The WDB reserves the right to re-evaluate and adjust these goals throughout the term of this Agreement and for any renewal periods. The WDB will consult with SUBRECIPIENTS to ensure any such adjustments are reasonable and appropriate.

WIOA Primary Indicators of Performance: The below WIOA Primary Indicators of Performance are central to

the success of the WDB’s effectiveness as a Workforce Development Board. SUBRECIPIENTS will meet or exceed the following goals for each indicator. Performance across these indicators will be evaluated according to definitions, calculations, and guidance from the U.S. Department of Labor, including but not limited to TEGL 10-16, Change 1, PM (Program Memorandum) 17-2, and TAC (Technical Assistance Circular) 17-01, as well as related WIOA guidance and directives from NJDOL&WD.

WIOA Primary Indicators of Performance Goals for period of 7/1/2024 - 6/30/2025	Adult	Dislocated Worker	Youth
A. Employment 2nd Quarter after Exit: Percentage of participants who are in unsubsidized employment during the second quarter after exit from the program (see A-1 for Youth).	76.1%	69.9%	
A-1. Youth Education and Employment Rate 2nd Quarter after Exit: Percentage of participants who are in education or training activities, or in unsubsidized employment, during the second quarter after exit.			67%
B. Employment 4th Quarter after Exit: Percentage of participants who are in unsubsidized employment during the fourth quarter after exit from the program (see B-1 for Youth).	73.5%	68.3%	
B-1. Youth Education and Employment Rate 4th Quarter after Exit: Percentage of participants who are in education or training activities, or in unsubsidized employment, during the fourth quarter after exit.			67.5%
D. Credential Attainment: The percentage of participants in an education or training program who attain a recognized postsecondary credential or a secondary school diploma, or its recognized equivalent.	63.5	74.3%	59.4%
E. Measurable Skill Gains: The percentage of participants in an education or training program who achieve measurable skill gains - documented academic, technical, occupational, or other forms of progress.	74.3%	73.1%	69.2%

Other areas of performance that the WDB may monitor and assess to evaluate success of SUBRECIPIENTS may include but are not to be limited to the following:

- Volume of visitors at One Stop Career Centers
- Participant engagement and level of activity in WIOA Services
- Referrals to and from partner agencies
- Referrals to the WDB-led initiatives, including occupational training, work-based training, employment and/or additional opportunities
- Participant completion of occupational and work-based training
- Participant exits from WIOA Services
- Recruitment events and job fairs
- Additional partners in the One Stop Career Center system

WIOA Program Exiting. Time periods for many of the measures described in this section relate to participants’ exit from WIOA programming, i.e., closure of WIOA application. SUBRECIPIENTS must understand WIOA exiting guidelines and related rules within the America’s One-Stop Operating System (AOSOS). SUBRECIPIENTS must closely monitor service activity, effectively utilize AOSOS, and actively manage program exits to maximize performance across the indicators described in this section.

Poor Performance. In the event SUBRECIPIENTS’ performance of the services described in this STATEMENT OF WORK does not result in the goals defined above, the WDB will work with SUBRECIPIENTS to improve performance; however, especially in cases of chronic underperformance, the WDB may implement corrective measures or terminate this Agreement upon notice to SUBRECIPIENTS.

16. Data Management & Reporting

SUBRECIPIENTS must regularly track and monitor data related to outreach, participation, and outcomes, using observations and evaluation to ensure continuous program improvement. Such efforts must be supported by strong administrative capacity and utilize the America's One-Stop Operating System (AOSOS) as the exclusive information system of record. SUBRECIPIENTS are required to provide the WDB with timely reports and supporting documentation that clearly demonstrate program enrollment, participation, progress, outputs, and outcomes. The WDB will work with SUBRECIPIENTS to understand reporting requirements and program exiting procedures, and to determine the appropriate template for reporting outcomes and performance. Reporting frequency and content are subject to change at the discretion of the WDB.

Possible reporting criteria include but are not limited to:

- Outreach activities
- New WIOA registrations
- Active WIOA participant
- WIOA participants receiving follow-up services
- Training participation
- WIOA program exits
- Job placements
- Median hourly wage of job placements
- Credentials attained
- Partner referrals
- Customer satisfaction rates (this data will be gathered by the One Stop Operator)
- Volume and patterns of visitors to One Stop Career Centers

17. America's One-Stop Operating System (AOSOS)

SUBRECIPIENTS will be required to utilize the America's One-Stop Operating System (AOSOS) as the information system of record for all participant and employer communication, service provision, and other program activity and must ensure that all data is entered accurately and in a timely manner, adhering to all applicable data rules, regulations, and entry time requirements. Staff must be fully competent in utilizing AOSOS and providing basic guidance regarding AOSOS to other service providers within the WDB network, including querying and producing reports from AOSOS regarding the One Stop Career Center system. The WDB will utilize data from AOSOS, as well as data collected from other sources, to determine program compliance and evaluate performance of SUBRECIPIENTS. In addition, SUBRECIPIENTS will maintain internal protocols for uniform and detailed case notes to ensure clear and consistent tracking and documentation of progress throughout the program. SUBRECIPIENTS will participate in quality and compliance activities, as well as regular meetings and review of performance reports, and other written reports when requested.

SUBRECIPIENTS will identify staff members whose work requires access to AOSOS and submit applications for AOSOS access per local protocols, subject to approval by the WDB. Appropriate staff members to receive AOSOS access include case managers, employment specialists, and other staff members who have regular contact with participants or whose work requires monitoring and oversight of participant data maintained in AOSOS. AOSOS account credentials and login information may not be shared between staff members or other individuals. SUBRECIPIENTS must submit notification if any staff member with AOSOS access is terminated, voluntarily or involuntarily, within 24 hours of termination. Failure to do so may result in revocation of AOSOS access for SUBRECIPIENTS and contract termination.

18. Records & Documentation

SUBRECIPIENTS must retain, secure, and ensure the accuracy of all program files and records, whether related to jobseekers, businesses, or general operations, in compliance with WIOA requirements, related federal and state regulations, and the WDB's record retention requirements. Case files are the property of the WDB and must contain a variety of documentation including, but not limited to program eligibility, suitability, and assessment data; Individual Service Strategy (ISS); regular customer contacts and updates; progress reports, time, and attendance sheets (training services); and case notes. Files must be retained for SEVEN (7) years after the WDB reports final expenditures on the funding source. SUBRECIPIENTS must allow the WDB, and representatives of other regulatory authorities' access to all WIOA records, program materials, staff, and participants.

SUBRECIPIENTS are responsible for maintaining and securing participant case files at all times, as well as ensuring privacy and protection of all personal information collected from participants per applicable laws, regulations and WDB policies. Confidentiality of participant information must be maintained, and all case files must be properly stored in a secure space with limited staff access. Each staff member who has contact with participants or participant information must receive training on confidentiality requirements. SUBRECIPIENTS acknowledge that the use or disclosure of participant information for purposes other than the effective delivery of the services described in this STATEMENT OF WORK is strictly prohibited. Staff of SUBRECIPIENTS may have access to this information only on a "need to know" basis. SUBRECIPIENTS must inform employees that inappropriate use of such information may result in disciplinary action, including discharge, or criminal prosecution if the employee knowingly uses the information for fraudulent purposes.

19. Contract Oversight & Evaluation

The WDB is responsible for all levels of program monitoring, compliance, and evaluation for WIOA Title I-B activities. SUBRECIPIENTS will be required to keep good records and collect data that will help the WDB comply with such requirements and sustain highly effective workforce development programming.

The WDB will monitor, evaluate, and provide guidance and direction to SUBRECIPIENTS in the conduct of services performed under this Agreement. The WDB has the responsibility to determine whether SUBRECIPIENTS have spent funds in accordance with applicable laws and regulations, including federal audit requirements and will monitor the activities of SUBRECIPIENTS to ensure such requirements are met. The WDB may require SUBRECIPIENTS to take corrective action if deficiencies are found.

SUBRECIPIENTS will permit the WDB, its authorized representatives, or federal or state agencies to conduct monitoring, audit, and evaluation activities, including any performance measurement system required by applicable law, regulation, and funding source guidelines. SUBRECIPIENTS agree to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Agreement.

SUBRECIPIENTS understand that all books and records pertaining to this Agreement, including payroll and attendance records of participating employees, are subject to inspection by the WDB, federal or state agencies and others for auditing, monitoring, or investigating activities pursuant to this Agreement. Said books and records shall be maintained for a period of SEVEN (7) years beyond the completion of this Agreement. If SUBRECIPIENTS receive notice of any litigation or claim involving this Agreement, SUBRECIPIENTS shall retain records until otherwise instructed by the WDB.

23. Transition

In the event SUBRECIPIENTS do not receive a continuation of contract or should either partner does not wish to continue this Agreement, SUBRECIPIENTS will work with the WDB to ensure a smooth transition for customers and partners in the system. SUBRECIPIENTS will, at a minimum:

- Assist the WDB with the messaging of the transition and execute a detailed timeline and plan
- Submit all requested information, including but not limited to customers, service delivery models, carry-over funding, obligations, partner relationships, tracking information, and data elements, at the WDB's request
- Provide all requested information to the new provider of WIOA Title I-B Services for Cumberland Salem and Cape May County.

24. Special Projects

This section is reserved to describe the work SUBRECIPIENTS may perform through special or discretionary projects and initiatives related to the scope of this Agreement, as requested by the WDB, and agreed to by SUBRECIPIENTS. The work described in this section is connected to SUBRECIPIENTS' primary role within the one-stop system as a core partner of One Stop Career Center and a provider of WIOA Title I-B Services in Cumberland Salem and Cape May County as established herein.

PROPOSAL REQUIREMENTS & PROCESS

This section provides instructions for preparing and submitting a proposal in response to this RFP, including required proposal content and format, important dates, and deadlines, and how to find out more about the RFP. Before preparing and submitting a proposal, interested and qualified applicants are highly encouraged to read all other sections of this RFP and key source documents referenced throughout to gain a full understanding of the services requested and provider characteristics and competencies sought.

Late or incomplete proposals will not be considered. Required attachments will not count toward the page limitations established below. Your proposal must contain all the content below in the same general order illustrated. Strong proposals will demonstrate a full understanding of the requirements described throughout this RFP and establish the capacity, experience, and program design needed to meet the required standards and goals:

- 1. Cover Sheet** - Use template provided. (Appendix A)
- 2. Executive Summary** (maximum two pages) - Include each of the following:
 - a. Overview of the organization's qualifications and alignment with the services sought by this RFP.
 - b. Organization's philosophy and approach to workforce development programs and services.
 - c. Concise description of the proposed program.
 - d. The amount of funding requested for the period of July 1, 2025, to June 30, 2026.
- 3. Organization Description** (maximum three pages) - Describe each of the following for your organization:
 - a. Basic organizational description, including but not limited to year established, legal status, mission, principal programs and services, executive leadership, annual budget, and number of full-time staff.

- b. Past experience in managing quality training and workforce development programs, especially those similar to the requirements described in this procurement, including but not limited to individuals served, services and activities delivered, contract values, and related performance outcomes.
 - i. Attach three (3) reference letters (along with contact information) from funders (other than the WDB) that can directly attest to the work you describe and verify your ability to serve customers, achieve deliverables, and meet performance goals similar to those required by this RFP. Please ensure the accuracy of contact information. The WDB may not contact bidders for updated reference information if such information is incorrect. The WDB reserves the right to consider any previous performance data from workforce development programs.
 - ii. If your organization is performing or has performed work within the past 2 years similar to the work described in this RFP, that is or has been subject to official corrective action or another type of performance or compliance-related remediation, please describe the nature of the services provided. Be sure to include the specific contracts involved, names of programs and funders, factors leading to corrective action or remediation, and whether and how deficiencies were corrected.
 - c. Administrative and fiscal capacity, including but not limited to your organization's proven ability to provide fiscal support and oversight, utilize information systems, manage resources and personnel, and produce timely and accurate program reports.
- 4. Program Narrative** (maximum 12 pages) - Describe each of the following for your proposed program: Bidders should directly respond to each of the sections below; however, strong program descriptions will clearly demonstrate how the bidder will effectively meet all the standards, expectations, and desired outcomes found in this RFP. Responses will also be strengthened by connecting proposed program components with evidence-based practices or well-established success in other projects. Bidders must think creatively and strategically in developing program design, exceeding basic requirements, and incorporating innovative ideas and technologies.
- a. Staffing Plan: Describe your proposed staffing plan to support the programmatic, administrative, and executive components of the program. You should propose a staffing structure you deem most effective to meet the requirements described herein. Attach an organizational chart illustrating all positions with substantive involvement in the proposed program and lines of authority and responsibility. Use this section of the narrative to clearly describe the organizational chart, including brief job descriptions for key positions, and indicate which positions will be dedicated to the Salem One Stop Career Center. Also attach staff resumes or minimum qualifications for key positions of your proposed model involving director-level responsibilities. In your response, be sure to address how you will:
 - i. Attract, employ, and retain staff with the knowledge and expertise described in this RFP.
 - ii. Ensure the highest level of professionalism, competence, and customer service.
 - iii. Provide quality staff training and professional development relevant to the standards of this RFP.

- iv. Maintain regular and clear communication between proposed staff and the WDB.

The WDB encourages bidders to ensure all staff members employed through any agreements resulting from this RFP receive compensation at or above the WDB self-sufficiency wage effective at the time of this RFP. If you are not currently providing WIOA Title I-B Services in One Stop Career Centers overseen by the WDB, see the section below on transition planning for further guidance on staffing.

- b. Outreach: Describe your proposed strategies, technologies, and partnerships for outreach and recruitment, ensuring strong participation of jobseekers, employers, and other stakeholders in WIOA Title I-B Services and One Stop Career Center activities. Address how you will build and maintain a pipeline of jobseekers, including participants of WIOA Adult, Dislocated Worker, and Youth Services in workforce development areas (Cumberland, Salem, or Cape May County), as described in this RFP, to adequately meet the needs of employers seeking to utilize the One Stop Career Center for candidate sourcing. Include how you will coordinate outreach efforts with other One Stop Career Center partners and incorporate community-based approaches, including working collaboratively with the One Stop Career Center host locations. Strong responses will address the challenges of current labor market dynamics and provide strategies that have been successful in recruiting and engaging participants at the scale described in this RFP.
- c. Service Delivery - Jobseekers: Describe your proposed model for effectively delivering career services, training services, supportive services, and follow-up services, as defined in the Statement of Work for this RFP. Strong responses will illustrate a comprehensive, effective, and logical model that aligns these services in a customer-centered approach, driven by the goal of connecting participants to quality career opportunities. Attach a flow chart depicting the experience of jobseekers within your proposed model, including but not limited to program entry, participation, progress, and exit that clearly connects your model to desired outcomes described in this RFP.
- d. Service Delivery - Businesses: Describe your proposed model for effectively working with the WDB to deliver business services, as defined in the Statement of Work for this RFP, toward the goal of assisting employers and industry sectors in overcoming the challenges of recruiting, retaining, and developing talent for the regional economy. Strong responses will demonstrate how your approach aligns with the broader services and activities defined in this RFP. Be sure to address how you will coordinate your efforts with the business engagement activities of the WDB, One Stop Career Center partners, and others within the workforce development system.
- e. Youth & Young Adults: Through this RFP, the WDB is seeking proposals that include provision of WIOA Youth Services (*see Statement of Work, Youth & Young Adults*). Describe your proposed model for delivering WIOA Youth Services, understanding that program design, implementation, and continuous improvement will be coordinated with and subject to approval by the WDB. Be sure to describe outreach and recruitment strategies to reach young people with barriers to employment. The size and scale of your proposed youth model should reflect the amount of WIOA Youth funding made available through this RFP. At a minimum, your proposal should employ a dedicated youth specialist at the One Stop Career Center and

build and maintain the capacity to serve Youth participants annually. All Youth Services must adhere to WIOA and its implementing guidance, including WIOA Section 129 and TEGL No. 21-6, and follow any other related rules and regulations.

- f. Partnership & Integration: Describe how you will operate a program that realizes the vision of a fully integrated, highly collaborative workforce system held by the WDB and One Stop Career Center. Strong responses will acknowledge and provide plans for close coordination and cooperation with key partners of the workforce development system in Cumberland, Salem, and Cape May County, including but not limited to other One Stop Career Center programs, the One-Stop Operator, and initiatives funded or supported by the WDB. Be sure to address how you will build, maintain, and actively use referral relationships within and beyond the workforce development system.
- g. Performance: Describe the strategies and mechanisms you will use to ensure success and meet or exceed the performance goals described in the Statement of Work for this RFP, especially the *WIOA Primary Indicators of Performance and Goals*. Strong responses will clearly connect proposed program components to the outcomes sought by this RFP, describing the logical sequence of programming leading to desired goals. Bidders are encouraged to include additional goals that would indicate success of the proposed program. Be sure to address how you will regularly track performance, communicate progress or performance challenges, and continuously monitor operations to inform and improve your program. You may propose adjustments to the goals described in this RFP; however, proposed adjustments must be clearly identified, justified, and supported by reasonable evidence. The WDB reserves the right to reject any proposed adjustments. If you are a provider who has not met performance goals of any prior WDB contracts, address how you will ensure goals are met for this program.
- h. Administration: Describe how you will utilize the administrative capacity and technologies of your agency to carry out the work described in this RFP. Be sure to address how you will use fiscal and technical competence, financial and administrative resources, and information systems to support the proposed program model.
- i. Other Factors (optional): Describe any other factors the WDB should consider in evaluating the strength of your proposal, in terms of its value to jobseekers, businesses, One Stop Career Center partners, or the broader workforce development system in Cumberland Salem and Cape May County. Examples include but are not limited to additional services or benefits available to participants, leveraged resources, key partnerships, or technologies that could enhance programming. These and other factors may also be included in other sections of your proposal, depending on their relevance.
- j. Transition Plan (if applicable): Should the outcome of this RFP result in a change to the current provider of WIOA Title I-B Services at One Stop Career Center in Cumberland, Salem, and Cape May County, the WDB reserves the right to negotiate a transition period during which incoming and outgoing providers work concurrently to ensure a smooth transition and minimize disruptions to jobseekers and employers. In the event of such a transition, the WDB expects all parties involved to work together to ensure services and customers are not negatively affected, prioritizing stability and continuity within the One Stop Career Center system. If you are not

- k. currently providing WIOA Title I-B Services through a One Stop Career Center in Cumberland Salem and Cape May County, describe how you would handle a transition if your proposal were selected, including but not limited to establishing relationships with One Stop Career Center stakeholders, potential employment of existing staff members, and transfer of important data and documentation. The selected bidder will be required to fully serve participants already enrolled in WIOA Title I-B Services as of July 1, 2025. The WDB also requests, in the event of a transition, that the successful bidder give first consideration in employment to staff of the outgoing provider already working within the One Stop Career Center.
5. **Program Costs/Budget** - Use the required budget template (Appendix D) to submit three separate budgets for each funding program (Adult, Dislocated, Youth/Young Adults) for the period of July 1, 2025, to June 30, 2026
- Appendix D (Budgets) must include all costs for proposed WIOA Adult career services, all costs for Dislocated Worker career services and, all costs for proposed WIOA Youth/Young Adult career services

Your staffing plan must indicate which proposed positions will be dedicated to the work of this RFP. Please note that the WDB will award specific funding amounts to the successful bidder for each WIOA program (i.e., Adult, Dislocated Worker, and Youth/Young Adults) in the workforce development area, according to funds available, contract discussions, the WDB priorities, and other factors. The successful bidder will be asked to provide multiple budgets for any contract resulting from this RFP, reflecting the specific funding sources and amounts awarded by the WDB, and deliver services in proportion to the funding sources and amounts awarded.

All costs must be allowable according to applicable federal, state, and local regulations, including but not limited to the Uniform Guidance and regulations of the funding source, and allocable to the proposed program. Effective budgets will enable the proposed program/services to meet the requirements of the contract, while being realistic and reasonable, avoiding unnecessary or unusual expenditures. Refer to the appropriate regulations per the funding sources described in this RFP in conjunction with the Uniform Guidance to identify disallowed costs associated with this grant. See (Appendix C) for further guidance regarding the budget and budget narrative.

One-Stop Operating Costs vs. Title I Provider Costs. Do not include in your proposed budget costs that would be considered one-stop operating costs shared by partners of the One Stop Career Center. See the WDB's WIOA One-Stop Partner Memorandum of Understanding¹ for an in-depth description of One Stop Career Center operating budgets, the Infrastructure Funding Agreement (IFA), and mechanisms for shared cost allocation.

Should space be available, the one-stop budgeting and resource sharing process, staff of One Stop Career Center partner agencies, including the contracted provider of Title I-B Services, may be provided with basic office furnishings and access to equipment, which includes standard furniture, such as a cubicle or office room, desk, chair, and file storage; telephone service and related equipment (e.g., desk phone); internet service, including Wi-Fi; and access to multifunction printer/copier/scanners. Any purchase utilizing WIOA funds will be monitored and are subject to inventory. A list of these items must be kept. Any item over \$250 must be returned at the end of the contract.

SUBRECIPIENTS of the WIOA Title I-B Services is responsible for the cost of supplies and equipment that are not considered one-stop operating costs and are not shared by partners of the One Stop Career Center but are necessary to carry out the provision of Title I-B Services, as described in this RFP. Such costs include but are not limited to general office supplies, laptops or desktop computers for Title I-B staff, software applications, server(s) or cloud storage to host files and information, and service/support for information technology specific to the Title I-B operation. Ownership of equipment, materials, and supplies, including computing devices, will be determined by the Uniform Guidance.

The supplies and equipment in use by the current provider of WIOA Title I-B Services may or may not be available to an incoming provider in the event of a transition. If a transition occurs, the condition and ownership of all Title I-B supplies and equipment would need to be assessed to determine appropriateness for use by the incoming provider. As such, non-incumbent bidders should include and clearly identify the costs of supplies and equipment necessary to carry out the activities of their proposed budgets, excluding one-stop operating costs that are shared by partners of the One Stop Career Center. These costs should be well-described in the budget narrative so the WDB can identify and classify one-time start-up costs, allowing proposal reviewers to differentiate them from the ongoing, longer-term costs of the proposed Title I-B operation. If a provider transition occurs, one-time start-up costs will be determined and negotiated during or after the contract award.

6. **Budget Narrative** (maximum 2 pages) - Provide a narrative to accompany the budget that describes the purpose of each cost, explains how all costs were estimated, and justifies the need for all costs in meeting contract requirements. In your narrative, be sure to clearly communicate the calculation for staff, supportive services, equipment, general operations, technology, administration, indirect and any other costs necessary to perform the services described in this RFP. A strong budget narrative will minimize or eliminate the need for clarifications from evaluators reading the proposal. If your proposal includes in-kind services or donations, including cash contributions, fee-for-service or other revenue generation, or any other leveraged resources, use the budget narrative to describe the actual or estimated value of such contributions. If applicable, also attach a letter of support from any organization providing leveraged resources in support of your proposal. See (Appendix C) for further guidance regarding the budget and budget narrative.

7. **Attachments**

- a. Required attachments - These attachments will not count against the page limitations for each proposal section above.
 - i. Reference letters. See *Organization Description, Past Experience*.
 - ii. Program organizational chart. See *Program Narrative, Staffing Plan*.
 - iii. Key staff resumes or minimum qualifications. See *Program Narrative, Staffing Plan*.
 - iv. Service flow chart. See *Program Narrative, Service Delivery*.
- b. Optional attachments - You may choose to include optional attachments with your proposal; however, all attachments must clearly relate to your proposal. Examples may include letters of support, MOUs, a timeline or schedule of activities, or a table illustrating past performance. Optional attachments containing general information not directly relevant to the proposed program will not be considered. Strong letters of support or MOUs will attest to specific partnerships or relationships with organizations or businesses that you plan to leverage or involve directly in your program, as described in your proposal. Letters of support or MOUs

should agree with the description of the support in your proposal and quantify the direct value of services or resources leveraged. Proposal readers may consider optional attachments in evaluating the proposed program, to the extent they strengthen the content of your proposal, as described herein. Attachments will not count toward the page limitations established herein.

Review and Selection Process

All proposals received by the submission deadline will be initially reviewed by the WDB for completeness and compliance with this RFP. Proposals passing the initial review will be scored by qualified evaluators according to the criteria below, with attention to clarity, completeness, and quality. High scoring proposals will clearly demonstrate an ability and likelihood to effectively perform the Statement of Work, deliver the proposed program, and meet the standards and intended outcomes of this RFP. Certain bidders may be requested to participate in presentations or discussions with proposal evaluators and other WDB staff, at the full discretion of the WDB. The WDB reserves the right to consider information gathered during presentations or discussions with bidders in its evaluation and selection process. Award recommendations of the evaluators will be presented to the WDB Board of Directors. Scoring for the required sections of the proposal will be assigned as follows:

Proposal Review Scoring Rubric	
1 & 2. Cover Sheet and Executive Summary	Required, but not scored
3. Organization Description	20 points
4. Program Narrative	60 points
5 & 6. Program Costs/Budget	20 points
7. Attachments	Used to support scores of related proposal sections
Total points available	100 points

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

Selection of a proposal for a contract award may be subject to successful contract negotiations. Should negotiations be necessary, the selected bidder(s) will be invited to negotiate a contract for services based on the project described in the proposal, the requirements of this RFP, and stipulations of related funding sources.

Procurement Timeline (all dates are subject to change):

Release of RFP:	Wednesday, May 7, 2025
Due date - all questions regarding this RFP:	Thursday, May 15, 2025; @ 12PM (noon)
Due date - proposal submission:	Thursday, May 29, 2025; @ 2:30 PM
Potential bidder presentations or discussions:	Mid- May 2025
Governing Body Action:	June 24, 2025
Contract Commencement:	July 1, 2025
Contract development and transition (if applicable):	TBD

Appendix A- Request for Proposals Cover Sheet

Please check proposing county Cumberland Salem Cape May

Entity Name:	
Address:	
Phone Number:	
Years in Business:	
FEIN #:	
Budget Amount Year 1:	
Type of Organization: (Check all that apply)	
<input type="checkbox"/> Higher Education	<input type="checkbox"/> Employment Service State Agency (Wagner-Peyser)
<input type="checkbox"/> Community-Based Organization	<input type="checkbox"/> Non-Profit Organization <input type="checkbox"/> Private For-Profit Entity
<input type="checkbox"/> Government Agency	<input type="checkbox"/> Chamber of Commerce <input type="checkbox"/> Business Organization
<input type="checkbox"/> Labor Organization	<input type="checkbox"/> One-Stop Partner <input type="checkbox"/> Other (Explain)
Acknowledgement that Proposing Entity is up to date on taxes and not currently debarred or suspended. Will be verified by NJDOL <input type="checkbox"/> Yes <input type="checkbox"/> No	
Acknowledgement that the WDB reserves the right to review and request further information regarding the proposer's financial situation, if not sufficiently outlined in the submitted audit(s). <input type="checkbox"/> Yes <input type="checkbox"/> No	
An organization chart has been provided along with resumes of existing staff <input type="checkbox"/> Yes <input type="checkbox"/> No	
The Budget Form and Narrative <input type="checkbox"/> Yes <input type="checkbox"/> No	
References and letters <input type="checkbox"/> Yes <input type="checkbox"/> No	
Attached signed Conflict of Interest Statement <input type="checkbox"/> Yes <input type="checkbox"/> No	
Contact Person:	
Contact Person's Email:	
Contact Person's Phone:	
Signatory Name and Title:	
Signatory Authority Signature:	

Appendix B - Key Terms and References

The basic terms and definitions below are used throughout this RFP and are provided here for informational purposes only to help readers better understand this RFP. Official definitions provided in WIOA or its implementing guidelines, WDB policies, or other regulations governing the work described in this RFP will supersede information contained in this appendix.

American Job Center: An American Job Center is the national branding of the one-stop delivery system as defined in WIOA. An American Job Center is defined as a physical location where employers and job seekers can access the services of all required partners under WIOA and other partners determined by the Local Workforce Development Board (i.e., CSCM WDB) For more information about the requirements of an American Job Center, please review TEGL No. 16-16.

Basic Skills Deficient: Refers to when an individual's English reading, writing, or computing skills are at or below the 8th grade level on a generally accepted standardized test; or a youth or adult who is unable to compute or solve problems, or read, write, or speak English, at a level necessary to function on the job, in the individual's family, or in society.

Barriers to Employment: Conditions that may make securing and retaining employment, completing credential/training programs or other job training/post-secondary programs difficult for certain individuals.

America's One-Stop Operating System (AOSOS): America's One-Stop Operating System, known as AOSOS, is the State of New Jersey's internet-based record system for workforce development programs. The successful bidder will utilize AOSOS to track and manage services delivered to individuals and employers as they engage with One Stop Career Centers and participate in services.

Credential: 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 or federal government, or an associate or baccalaureate degree. Reference TEGL No. 10-16 page 12-13 for more information.

Follow-up Services: Services provided to participants following exit from a program, intended to help individuals retain employment, successfully complete educational programming, earn wage gains, advance within their occupation, and/or connect with other supports to help meet their needs.

Incumbent Worker Training: Training by an employer or training provider in close partnership with an employer that is provided to paid participants who have an established employment history with the employer for 6 months or more.

Individual Training Account: Individual Training Accounts, also known as ITAs, are a funding mechanism through which eligible individuals can receive financial support to participate in occupational training to help obtain employment in high demand occupations.

Employment Services (State One Stop Staff): The planned and organized efforts by agency representatives to encourage employers or business organizations to make jobs available for job seekers.

Local One-Stop Delivery System: The network of workforce-related products, programs, services, activities,

and service locations established to meet business and jobseeker needs in a local workforce area. The WDB oversees and coordinates the local one-stop delivery system in Cumberland Salem and Cape May.

Local One-Stop Partner MOU: An agreement negotiated, developed, and executed between the Local Workforce Development Board and the one-stop partners, with the agreement of the Chief Elected Officials and the one-stop partners.

Local & Regional Plan: WIOA requires local workforce development boards and chief elected officials to maintain a plan that develops, aligns, and integrates service delivery strategies and resources in a specific local area and region.

Measurable Skill Gains: Documented academic, technical, occupational, or other forms of progress for participants who are in an education or training program leading to credential or employment.

On-the-Job Training: On-the-Job Training, also known as OJT, allows employers to offer training to participants while engaged in productive work by subsidizing part of the participant's wages during the OJT period, with the expectation that the participant will continue to work for the employer once the OJT is completed.

One-Stop Operator: The entity designated to provide functional supervision of the one-stop centers and coordinate delivery of one-stop partner services, ensuring the one-stop system provides quality, integrated experience for job seekers, employers, and other stakeholders.

One Stop Career Center: the one-stop career systems are comprehensive one-stop centers, or American Job Centers, which include a collection of agencies responsible for providing seamless service delivery to job seekers and employers, meeting the workforce development and employment needs of local employers and jobseekers.

Supportive Services: Services rendered to participants to assist in overcoming barriers to gaining and retaining employment or successfully participating in WIOA services and programs.

Workforce Innovation and Opportunity Act: The Workforce Innovation and Opportunity Act (WIOA) was signed into law on July 22, 2014. The law aims to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy. Congress passed the Act by a wide bipartisan majority; it is the first legislative reform in 15 years of the public workforce system. WIOA supersedes the Workforce Investment Act of 1988 and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973.

Appendix C

BUDGET NARRATIVE

Narrative: Proposers shall **attach a narrative** to explain each line item in detail to justify costs. Examples of explanations include job titles, wage rate, hours worked/charged to grant, types of benefits and rates, facility costs, estimated mileage/visits to locations, office and other supplies, and agency program operation and or indirect cost.

Should space be available, eligible applicants may have an option to lease space, furniture, and equipment in the county proposed at the One Stop Career Center. The assigned One-Stop location will be considered the “official station” for travel for the Career Service Provider functions. No travel expenses may be claimed for commute to/from “official station”. Travel expenses may be claimed from the official station to affiliate and other work-related locations. Travel expenses must comply with Federal Travel Regulation (FTR) as well as New Jersey’s Travel Regulation and or local policies.

If the entity’s proposed budget includes a line-item for indirect costs, an approved indirect cost rate from the cognizant agency must be included with the proposal. If an entity does not have an approved indirect cost rate, provide an explanation of how the rate was calculated (e.g., FTE divided by total cost, % of time allocated, etc.). Indirect cost will be a part of the competitive bid and subject to negotiation.

All funding in this RFP is contingent upon the WDB having funding available and may change based on increase/decrease in allocations, de-obligation, or funds, and/or new initiatives.

Appendix D – Budget Template

WIOA CAREER SERVICES BUDGET WORKSHEET PY25-26

RFP#:	Provider Name:
Contract Year: 7/1/2025-6/30/2026	County of Service: SALEM
Number to be Served:	Total Contract Amount: \$363,200

ADULT WIOA CAREER SERVICES

Reimbursement Cost Category	Budget Narrative	Budgeted Amount
Personnel Salaries/Wages		\$
Personnel Fringe (include fringe rate)		\$
Participant Costs (ITA)		\$
Occupancy Costs - must be accompanied by the cost allocation plan		\$
Materials/Supplies/Printing		\$
Travel		\$
Supportive Services		\$
Professional Development/Conferences		\$
Other – detail expenses in next column		\$
Total Eligible for Reimbursement		\$154,000

DISLOCATED WORKER WIOA CAREER SERVICES

Reimbursement Cost Category	Budget Narrative	Budgeted Amount
Personnel Salaries/Wages		\$
Personnel Fringe (include fringe rate)		\$
Participant Costs (ITA)		\$
Occupancy Costs - must be accompanied by the cost allocation plan		\$
Materials/Supplies/Printing		\$
Travel	RFP 25-20 One Stop Career Services for Salem	\$

Supportive Services		\$
Professional Development/Conferences		\$
Other – detail expenses in next column		\$
Total Eligible for Reimbursement		\$122,700

YOUTH WIOA CAREER SERVICES PROGRAM COSTS - OUT OF SCHOOL YOUTH		
Reimbursement Cost Category	Budget Narrative	Budgeted Amount
Personnel Salaries/Wages		\$
Personnel Fringe (include fringe rate)		\$
Participant Costs (ITA)		\$
Occupancy Costs - must be accompanied by the cost allocation plan		\$
Non-Personnel (Materials/Supplies/Printing)		\$
Travel		\$
Supportive Services		\$
Professional Development/Conferences		\$
Other – detail expenses in next column		\$
Total Eligible for Reimbursement		\$69,200

YOUTH WIOA CAREER SERVICES WORK EXPERIENCE COSTS - OUT OF SCHOOL YOUTH (20% OF YOUTH FUNDS)		
Reimbursement Cost Category	Budget Narrative	Budgeted Amount
Personnel Salaries/Wages (ie Development of work sites)		\$
Personnel Fringe (include fringe rate)		\$
Non-Personnel (Facility/Materials/Supplies/Printing)		\$

Participant Services (Stipends to youth for work experience hours)		\$
Work Based Training (OJT)		\$
Supportive Services		\$
Other – detail expenses in next column		\$
Total Eligible for Reimbursement		\$17,300
Total Youth Services Costs (Program + Work Experience Costs)		\$86,500
Total Contract Amount		\$363,200

Appendix E

**COST ALLOCATION PLAN PY25-26
WIOA CAREER SERVICES TITLE I-B FOR SALEM COUNTY**

Provider Name:

RFP#:

Cost Category	Total Funding	Percent Charged to Title I-B Career Services Funding	Budget Narrative
Staff Salaries/Wages ¹	\$	%	
Position Title 1	\$	%	
Position Title 2	\$	%	
Position Title 3	\$	%	
Position Title 4	\$	%	
Position Title 5	\$	%	
Position Title 6	\$	%	
<i>please add additional rows for additional position titles</i>	\$	%	
Total Fringe Benefits ²	\$	%	
Total Personnel Costs			
Facilities (Occupancy Costs) ³	\$	%	
Equipment and Materials (Occupancy Costs) ⁴	\$	%	
Information Technology (Occupancy Costs) ⁵	\$	%	
Professional Development (Conferences & Training)	\$	%	
Travel	\$	%	
Other-Describe			
Total Non-Personnel Costs			
Contract Total			

1. Include details about percent of time and roles/responsibilities in budget narrative.
 2. Fringe costs include expenses related to FICA, unemployment insurance, health insurance, retirement plans, and worker's compensation.
 3. Facilities are defined as rent, utilities, and phones.
 4. Equipment is defined as copiers, desks, chairs, and tables.
 5. Information technology is defined as data lines, network development and maintenance, hardware and software.
- NOTE: ANY ITEM COSTING \$250.00 OR MORE MUST BE LABELED WITH "PROPERTY OF USDOL WIOA TITLE 1-B CAREER SERVICES VIA CSCM WDB RFP# _____". UPON CONTRACT TERMINATION SUCH ITEMS MUST BE RETURNED TO THE CSCM WDB.

ATTACHMENT A: REFERENCES

Cumberland Salem Cape May Workforce Development Board

<https://www.cumberlandcountynj.gov/content/22602/23188/24016/25192.aspx>

Cumberland Salem Cape May Workforce Development Board – Policies and Procurement Documents

<https://www.cumberlandcountynj.gov/wdbpolicies>

DOL WIOA Overview

<https://www.dol.gov/agencies/eta/wioa>

United States Department of Labor Employment and Training Administration

www.doleta.gov

Workforce Innovation and Opportunity Act

<http://www.congress.gov/bill/113th-congress/house-bill/803/text>

Workforce Innovation and Opportunity Act Final Regulations

<https://www.federalregister.gov/documents/2016/08/19/2016-15975/workforce-innovation-and-opportunity-act>

WIOA related information

<https://ion.workforceegps.org/>

**Cumberland Salem Cape May Workforce Development Board
WIOA Career Services for Salem County
RFP # 25-20
PY 25-26**

PROPOSAL EVALUATION TOOL

Date: _____

County: _____

Name of proposing entity: _____

Narrative	Question	Score
3.	Basic Organization Description (20 points possible) <ul style="list-style-type: none"> • Basic organizational description • Past experience • Administrative and Fiscal Capacity 	
4.	Program Narrative (60 points possible) <ul style="list-style-type: none"> • Staffing Plan • Outreach • Service Delivery - Jobseekers • Service Delivery - Businesses • Youth & Young Adults • Partnership & Integration • Performance • Administration • Other Factors (optional) • Transition Plan (if applicable) 	
5 & 6.	Program Costs/Budget (20 points possible) <ul style="list-style-type: none"> • Budget Templates <ul style="list-style-type: none"> - Adult - Dislocated - Youth/Young Adults • Budget Narrative 	
	Total Possible Points = 100	

Indicate Rank (1,2,3): _____ of _____

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

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.

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

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



WORKFORCE
DEVELOPMENT BOARD

CUMBERLAND · SALEM · CAPE MAY

PUBLIC
NOTICE OF
AWARDS

PUBLIC NOTICE OF CONTRACT AWARDS

The Board of County Commissioners of Cumberland County and the Board of County Commissioners of Salem 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, or Fifth Street Office Complex, 110 Fifth Street, Suite 400, Salem, NJ 08079.

New Contracts

CONTRACT TITLE: FOR PROVIDING ONE STOP CAREER SERVICES WIOA TITLE 1-B ADULT, DISLOCATED WORKER AND YOUTH SERVICES FOR SALEM COUNTY BY MEANS OF THE CUMBERLAND, SALEM, CAPE MAY COUNTY WORKFORCE DEVELOPMENT BOARD. RFP# 25-20
AWARDED TO: The County of Salem
AMOUNT OF AWARD: \$363,200
CONTRACT PERIOD: July 1, 2025 to June 30, 2026 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 RESUBMISSION II
AWARDED TO: Center for Family Services
AMOUNT OF AWARD: \$306,000
CONTRACT PERIOD: July 1, 2025 to June 30, 2026 with the option of three one-year renewals

CONTRACT TITLE: CONTRACT RENEWAL FOR PROVIDING ONE-STOP OPERATOR SERVICES FOR THE CUMBERLAND, SALEM, CAPE MAY COUNTY WORKFORCE DEVELOPMENT BOARD AND ONE-STOP CAREER CENTERS RFP# 25-03
AWARDED TO: Cumberland County Improvement Authority
EST. AMOUNT OF AWARD: \$100,000
CONTRACT PERIOD: July 1, 2025 to June 30, 2026. With the option of three one-year renewals

CONTRACT TITLE: FOR PROVIDING VIRTUAL REALITY CAREER EXPLORATION SIMULATIONS (FOR THE CUMBERLAND SALEM CAPE MAY WORKFORCE DEVELOPMENT BOARD) RFP#25-07 RESUBMISSION
AWARDED TO: InterPlay Learning
AMOUNT OF AWARD: \$45,000
CONTRACT PERIOD: July 1, 2025 to December 31, 2026

Renewals

CONTRACT TITLE: RENEWAL FOR PROVIDING IN SCHOOL YOUTH INDUSTRY FOCUSED TRAINING INTERNSHIP PROGRAM SERVICES FOR CUMBERLAND COUNTY RFP#24-0001
AWARDED TO: Cumberland County Division of Employment and Training
AMOUNT OF AWARD: \$150,000
CONTRACT PERIOD: July 1, 2025 to June 30, 2026 with the option of two one-year renewals

CONTRACT TITLE: RENEWAL FOR PROVIDING ONE STOP CAREER SERVICES WIOA TITLE 1-B ADULT, DISLOCATED WORKER AND YOUTH SERVICES FOR CUMBERLAND, SALEM, AND CAPE MAY COUNTY BY MEANS OF THE CUMBERLAND, SALEM, CAPE MAY COUNTY WORKFORCE DEVELOPMENT BOARD RFP# 24-0002
AWARDED TO: Cumberland County Division of Employment and Training
AMOUNT OF AWARD: \$1,302,000
CONTRACT PERIOD: July 1, 2025 to June 30, 2026 with the option of two one-year renewals

CONTRACT TITLE: RENEWAL FOR PROVIDING ONE STOP CAREER SERVICES WIOA TITLE 1-B ADULT, DISLOCATED WORKER AND YOUTH SERVICES FOR CUMBERLAND, SALEM, AND CAPE MAY COUNTY BY MEANS OF THE CUMBERLAND, SALEM, CAPE MAY COUNTY WORKFORCE DEVELOPMENT BOARD RFP# 24-0002
AWARDED TO: Cape May County Department of Human Services/Division of Workforce Development
AMOUNT OF AWARD: \$1,468,900
CONTRACT PERIOD: July 1, 2025 to June 30, 2026 with the option of two one-year renewals

CONTRACT TITLE: RENEWAL FOR PROVIDING IN SCHOOL YOUTH INDUSTRY FOCUSED TRAINING INTERNSHIP PROGRAM SERVICES FOR CAPE MAY COUNTY RFP#24-03
AWARDED TO: Jersey Cape Diagnostic, Training and Opportunity Center
AMOUNT OF AWARD: \$131,500
CONTRACT PERIOD: July 1, 2025 to June 30, 2026 with the option of two one-year renewals

CONTRACT TITLE: RENEWAL FOR PROVIDING OUT OF SCHOOL YOUTH INDUSTRY FOCUSED/OCCUPATIONAL TRAINING INTERNSHIP PROGRAM SERVICES FOR SALEM COUNTY RFP#24-04
AWARDED TO: Ranch Hope
AMOUNT OF AWARD: \$150,000
CONTRACT PERIOD: July 1, 2025 to June 30, 2026 with the option of two one-year renewals

CONTRACT TITLE: RENEWAL FOR PROVIDING OUT OF SCHOOL YOUTH INDUSTRY FOCUSED/OCCUPATIONAL TRAINING INTERNSHIP PROGRAM SERVICES FOR CAPE MAY COUNTY RFP#24-04
AWARDED TO: Jersey Cape Diagnostic, Training and Opportunity Center
AMOUNT OF AWARD: \$150,000
CONTRACT PERIOD: July 1, 2025 to June 30, 2026 with the option of two one-year renewals

CONTRACT TITLE: RENEWAL FOR PROVIDING OUT OF SCHOOL YOUTH INDUSTRY FOCUSED/OCCUPATIONAL TRAINING INTERNSHIP PROGRAM SERVICES FOR CUMBERLAND COUNTY RFP#24-13
AWARDED TO: PathStone Corporation

AMOUNT OF AWARD: \$300,000
CONTRACT PERIOD: July 1, 2025 to June 30, 2026 with the option of two one-year renewals.

The services highlighted in the public notice are supported by the New Jersey Department of Labor (NJDL) with funds from the United States Department of Labor (USDOL) through the Workforce Innovation and Opportunity Act (WIOA). 100% of these services are financed through federal funding sources. Contract award information is on file and available for inspection at the Cumberland Salem Cape May Workforce Development Board office, 3322 College Drive, Vineland NJ 08360

1 x Fee=\$102.82
7/30/25

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



**SALEM COUNTY
WIOA CAREER SERVICES
RFP #25-20
COMPLETED: 6/9/25**

WIOA Career Services Program PROPOSING AGENCY	AVERAGE RATING	REQUESTED FUNDING	APPROVED FUNDING	STATUS	COMMENTS
Salem County Vocational & Technical College Partnership with Salem County	92.3	\$363,200*	\$363,200	Funded	The proposal met every question stated by the RFP. The organization has proven success in working with the population that would be service through the career services program. It appears this entity is ready to serve the community and perform the work that is needed. The proposal cited good administrative oversight. It was unclear if service delivery would be in one or two locations. The committee notes the transition plan is reasonable and clear.
Ranch Hope	76.6	\$363,200*	\$0	Not Funded	The review committee states the proposal did an excellent job outlining the goals stated by the RFP. However, experience and administrative capacity were unclear compared to the other bidder. The current target group of this organization is youth, and the proposal was unsure how that would translate to the mostly adult population of the career services program.

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

PROPOSAL REVIEW COMMITTEE:

Donna Groome
Edward Geletka
Joe Molineux