



**REQUEST FOR PROPOSAL**  
**FOR**  
**CAMDEN COUNTY ONE-STOP CAREER CENTER OPERATOR**  
**PROVIDING CAREER SERVICES to ADULTS, DISLOCATED WORKERS and YOUTH**  
**AND BUSINESS SERVICES TO EMPLOYERS**

**FOR**  
*CAMDEN COUNTY WORKFORCE DEVELOPMENT BOARD, INC.*

***FOR THE PERIOD***  
***July 1, 2017 to June 30, 2019***

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**RFP ISSUED:** Friday, March 10, 2017

**RFP BIDDERS' CONFERENCE:** Friday, March 17, 2017, 10:00AM

**LOCATION OF RFP BIDDERS' CONFERENCE:**  
*Camden County Workforce Development Board*  
*Conference Room*  
*1111 Markkress Road, Suite 101*  
*Cherry Hill, NJ 08003*

**DUE DATE FOR PROPOSAL SUBMISSION:** Monday, April 10, 2017 12:00 Noon

**LOCATION FOR PROPOSAL SUBMISSION:**  
*Camden County Workforce Development Board, Inc.*  
*1111 Markkress Road, Suite 101*  
*Cherry Hill, NJ 08003*

**CONTRACT BEGINS: July 1, 2017**

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## REFERENCES

The below references are offered to provide federal and state legislative, regulatory, policy and guidance regarding the Workforce Innovation and Opportunity Act (WIOA) and related One-Stop operations context that is not intended to be exhaustive.

**WIOA Overview:** <http://www.doleta.gov/WIOA/Overview.cfm>

**Workforce Innovation and Opportunity Act (WIOA):** <http://www.doleta.gov/WIOA/docs/BILLS-113hr803enr.pdf>

**WIOA Final Rules and Resources –** [https://doleta.gov/wioa/Final\\_Rules\\_Resources.cfm](https://doleta.gov/wioa/Final_Rules_Resources.cfm)

**WIOA Fact Sheet: One-Stop Career Centers:** [http://www.doleta.gov/WIOA/Docs/WIOA\\_OneStop\\_FactSheet.pdf](http://www.doleta.gov/WIOA/Docs/WIOA_OneStop_FactSheet.pdf)

**New Jersey Career Connections website:** <http://careerconnections.nj.gov/>

**New Jersey One-Stop Operator Competitive Selection (pg. 44):**  
<http://lwd.state.nj.us/labor/wioa/documents/resources/njcombinedstateplanforwioa2016.pdf>

**New Jersey One-Stop Certification – FAQ:** <http://www.njsetc.net/njsetc/policy/resolutions/documents/2016-14%20OSCC%20Certification.pdf>

**Pathways and Partnership: Blueprint for Talent Development (Blueprint):**  
<http://lwd.state.nj.us/labor/wioa/documents/resources/OverviewBlueprintTalentDevelopment.pdf>

**NJ Talent Networks:** [http://careerconnections.nj.gov/careerconnections/partners/talent/talent\\_networks.shtml](http://careerconnections.nj.gov/careerconnections/partners/talent/talent_networks.shtml)

**OnRamp for Jobseekers (web portal for the jobseeker):** <https://webos.dol.state.nj.us/Career/Login.aspx>

**OnRamp for Employers (web portal for the employer):** <https://webos.dol.state.nj.us/Talent/Login.aspx>

**New Jersey Combined State Plan for WIOA 2016:**  
<http://lwd.state.nj.us/labor/wioa/documents/resources/njcombinedstateplanforwioa2016.pdf>

**Camden County WDB Local Plan:** <http://www.ccwib.com/plans/localplan.html>

**South Jersey Workforce Collaborative Regional Plan:** <http://www.ccwib.com/plans/regionalplan.html>

## 1.1 Purpose

The purpose of this solicitation is to select a One-Stop (OS) Operator to operate the Camden County One-Stop Career Center (CCOSCC) and other service access points for federally-funded CCOSCC partners, as required by WIOA and other community partners serving employers and customers seeking jobs, career counseling, training, and career advancement in the Camden County Workforce Development Area. The One-Stop Operator will also be providing direct services in CCOSCC.

The purposes of WIOA are the following:

- (1) To increase, for individuals in the United States, particularly those individuals with barriers to employment, access to and opportunities for the employment, education, training, and support services they need to succeed in the labor market.
- (2) To support the alignment of workforce investment, education, and economic development systems in support of a comprehensive, accessible, and high-quality workforce development system in the United States.
- (3) To improve the quality and labor market relevance of workforce investment, education, and economic development efforts to provide America's workers with the skills and credentials necessary to secure and advance in employment with family-sustaining wages and to provide America's employers with the skilled workers needed to succeed in a global economy.
- (4) To promote improvement in the structure and delivery of services through the United States workforce development system to better address the employment and skill needs of workers, jobseekers, and employers.
- (5) To increase the prosperity of workers and employers in the United States, the economic growth of communities, regions, and States, and the global competitiveness of the United States.
- (6) For purposes of Subtitles A and B of Title I, to provide workforce investment activities, through statewide and local workforce development systems, that increase the employment, retention, and earnings of participants, and increase attainment of recognized postsecondary credentials by participants, and as a result, improve the quality of the workforce, reduce welfare dependency, increase economic self-sufficiency, meet the skill requirements of employers, and enhance the productivity and competitiveness of the Nation.

The Workforce Innovation and Opportunity Act (WIOA) defines the minimum role of the One-Stop Operator as a convener, coordinator and manager of the One-Stop delivery system in a local workforce area.

This solicitation is seeking management services that coordinate the diverse services of our One-Stop system partners. The successful bidder will be required to align system and center activities with the vision, mission, policies and procedures set forth by the CCWDB. Under this vision the successful responder will provide:

- Leadership
- Strategic Planning
- Market Focused Customer Services
- Information and Analysis
- Human Resources Focus
- Process Management
- Business Results

Many system partners provide their services through publicly-funded and federally-legislated programs. Their service provision is structured by law and regulations. The challenge of the successful responder will be to negotiate and orchestrate a One-Stop system design that balances these imperatives with service excellence.

WIOA places a clear separation between the One-Stop Operator responsibilities and those of the workforce board. The Camden County Workforce Development Board is seeking a One-Stop Operator to coordinate the service delivery of required One-Stop partners and service providers. Under WIOA, partner programs and entities are jointly responsible for workforce and economic development, educational, and other human resource programs. The law envisions a collaborative process that leads to the creation of a seamless customer-focused One-Stop delivery system. At its best, the resulting system integrates service delivery across all programs and enhances access to the programs' services.

Firms responding to this Request for Proposals should have extensive experience and a knowledgeable background and qualifications in the provision of the services described herein.

Eligible entities to serve as a One-Stop Operator include:

- An institution of higher education;
- An employment service State agency established under the Wagner-Peyser Act (29 U.S.C. 49, et seq.), on behalf of the local office of the agency;
- A community-based organization, non-profit organization, or intermediary;
- A private for-profit entity;
- A government agency; and

Another interested organization or entity, which may include a local chamber of commerce or other business organization, or a labor organization.

#### A. Federally-Required Partners

WIOA requires local boards to establish a One-Stop delivery system and conduct oversight of that system. Camden County Workforce Development Board is responsible for developing a memorandum of understanding with the required One-Stop partners that outlines each partner's responsibilities. Each One-Stop partner that carries out a required program or activity in a local area "shall provide access through the One-Stop delivery system to such program or activities carried out by the entity, including making the career services that are applicable to the program or activities available at the One-Stop centers (in addition to any other appropriate locations)." WIOA establishes a number of required partners in the One-Stop delivery system. These partners include:

- Title I programs (Adult, Dislocated Worker, Youth, Job Corps, YouthBuild, Native American, and Migrant Seasonal Farmworker)
- Title II Adult Education and Family Literacy activities
- Wagner-Peyser Act employment services programs
- The Vocational Rehabilitation program under Title I of the Rehabilitation Act
- The Senior Community Service Employment Program authorized under Title V of the Older Americans Act
- Postsecondary career and technical education programs authorized under the Carl D. Perkins Career and Technical Education Act
- Trade Adjustment Assistance authorized under the Trade Act
- Jobs for Veterans State Grants programs authorized under chapter 41 of Title 38, U.S.C.
- Employment and training activities under the Community Services Block Grant
- Employment and training activities of the Department of Housing and Urban Development

- State unemployment compensation program
- Ex-offender programs authorized under section 212 of the Second Chance Act
- Temporary Assistance to Needy Families (TANF) authorized under the Social Security Act, unless exempted by the Governor

## B. State Funded Programs

The components and purpose of Work First New Jersey (WFNJ):

- 1) Temporary Assistance to Needy Families (TANF)
- 2) General Assistance/Supplemental Nutrition Assistance Program (GA/SNAP)
- 3) Able Body Adults Without Dependents (ABAWD)
- 4) SMART Steps
- 5) Career Advancement Voucher Program (CAVP)

The State's welfare program is known as Work First New Jersey (WFNJ) and is comprised of two divisions: Temporary Assistance for Needy Families (TANF) and General Assistance/ Supplemental Nutrition Assistance Program (GA/SNAP). Grants that originate from the Division of Human Services to the Department of Labor and Workforce Development are administered by the OS Operator. To receive assistance, clients have to work, actively look for work, or participate in an approved work activity. The first activity of job training for TANF recipients is G-Job, a mandatory 30-day in-service program at the CCOSCC where clients receive assessment and job-readiness training. Clients are then placed in the next mandatory job activity, which includes occupational training, community work experience training (CWEP), or basic skills instruction. Counselors work with clients to ensure participation in these to-work activities.

Other programs for TANF clients are Smart Steps, which allows eligible individuals to attend college, and CAVP, which offers post-WFNP/TANF recipients to enroll in occupational training.

The purpose of Workforce Learning Link (WLL) is as follows:

When meeting with prospective job seekers, counselors assess and identify their educational and employment goals. Job seekers may need soft skills or basic skills upgrade before formal training begins. This is provided through Workforce Learning Link funding. Classroom instruction at the One-Stop for soft skills focuses on developing skills such as positive attitude, effective communication, organization, critical thinking, and interpersonal/social skills. The program follows the online software program produced by Conover and Company. Job seekers who need basic skills are referred to the Workforce Learning Link in the Camden County Workforce Development Area, where they receive training to enhance these skills. These services are contracted on a yearly basis.

## C. Additional Potential Funding Streams

There are also periodic Federal, State and Special Grants that will be administered by the OS Operator. For example, National Emergency Grants (NEGs) are periodically released by the New Jersey Department of Labor to create temporary Disaster Relief employment. They generally assist in clean-up and restoration efforts as a result of a disaster such as a hurricane. These temporary jobs also include working on projects that provide food, clothing, shelter and other humanitarian assistance for disaster victims. The OS Operator places eligible workers at suitable worksites. In recent years, the OS Operator received NEGs for Hurricane Sandy (2012) and Hurricane Irene (2011).

## 1.2 Authority

The Workforce Innovation and Opportunity Act (WIOA) is available at [www.doleta.gov/wioa](http://www.doleta.gov/wioa). The Final Rules and related resources are available at [https://doleta.gov/wioa/Final\\_Rules\\_Resources.cfm](https://doleta.gov/wioa/Final_Rules_Resources.cfm). Federal & State grants flow from the New Jersey Department of Labor & Workforce Development (LWD) to Camden County in form of Notices of Obligation. This Request for Proposal (RFP) solicits a One-Stop Operator for the Camden County Workforce Development Board. The Camden County Workforce Development Board is soliciting submissions under this Request for Proposals ("RFP") in a fair and open process pursuant to N.J.S. 19:44A-20.4 et seq.

## 1.3 General Information

- A. The Camden County Workforce Development Board, Inc. (hereinafter the Board) issues this Request for Proposals (RFP) to procure a One-Stop Operator to provide direct services and coordinate services with OSCC personnel and staff of the OSCC partners to deliver Adult, Dislocated Worker, Youth, and Business Services under WIOA, as well as Work First New Jersey and Workforce Learning Link in the single county region of the Camden County Workforce Development Board.
- B. The Board intends to be as inclusive as possible in this solicitation. The goal is to receive a wide variety of high-quality, innovative proposals that meet the workforce development needs of the region at large.
- C. In accordance with the State of New Jersey's Workforce Development plan, the Camden County Workforce Development Board is required to solicit proposals for these services at least once every two years. The resulting contract with the successful bidder will be for a two year period, beginning on July 1, 2017 and ending on June 30, 2019. Based on performance, the Board has the option to renew the contract for an additional term of 2 years, to June 30, 2021. The contract shall be cost-reimbursement.
- D. The Camden County Workforce Development Area consists of 37 Municipalities with 1 One-Stop Career Centers located in Camden City. The successful bidder will provide Adult, Youth Dislocated Worker programs and Business Services for all 37 municipalities in the Camden County Workforce Development Area, effective July 1, 2017.
- E. The Board is seeking proposals from interested and qualified private, public, for-profit and not-for-profit entities able to provide innovative, high quality services to Adults, Dislocated Workers, Youth and the business community. The proposed services must meet the specifications of this RFP. The Board anticipates contracting with an entity that is familiar with Workforce Innovation and Opportunity Act programs. The organization awarded the contract will be expected to quickly learn the new Workforce Innovation and Opportunity Act of 2014 and the implementing regulations. The organization selected should demonstrate the characteristics listed below.
  - Competent management with vision
  - Customer service-oriented staff
  - Cooperative management and staff
  - Commitment to an integrated service delivery model
  - Demonstrated willingness to partner with others

- Flexibility and ability to adapt to change
- Expertise in delivery of WIA/WIOA and/or related services
- Data Integrity
- Innovative service delivery

The Workforce Innovation and Opportunity Act of 2014 provides the framework for a national workforce preparation system that is flexible, responsive, customer-focused and locally managed. The Board envisions a system that meets the needs of residents and businesses alike.

F. The OS Operator will be responsible for the day to day operations of WIOA and WFNJ-funded programs, as well as One-Stop partners (Employment Services, Disability Vocational Rehabilitation Services, Unemployment services and other partners connected to the One-Stop Career Center, as outlined in our MOU).

- Workforce Innovation and Opportunity Act (WIOA)
- Work First New Jersey (WFNJ)
- Workforce Learning Link (WLL)
- Workforce Development Program (WDP)
- Other State, Federal or Special Grants

G. Performance Expectations

The chart below is an example of performance deliverables for a Workforce Services Contract. Actual performance levels and standards will be established through contract negotiation.

**WIOA Common Measures and Other Related Measures**

Performance Measure	PY 15/16 Goal	Requirement	Comment
<b>Adult Entered Employment Rate</b>	85% using DEO's Monthly Management Report (MMR)	Contractor will ensure that WIOA Adults who were unemployed at participation are employed upon completion.	Note: Performance Goals will be derived based upon the following criteria: <ul style="list-style-type: none"> <li>● The state's negotiated goals with USDOL</li> <li>● The LWDA's negotiated goals with the state</li> </ul> Goals more stringent than either of the above as determined by WDB.
<b>Dislocated Worker Entered Employment Rate</b>	85% using DEO's Monthly Management Report (MMR)	Contractor will ensure that WIOA Dislocated Workers who were unemployed at participation are employed upon completion.	Same comment as Adult Entered Employment Rate.

<b>Adult Credential Attainment Rate</b>	85% using query, manual data or EFM predictive report	Contractor will ensure that WIOA Adults who were enrolled in education at participation, or any time during the program, have attained a post-secondary certificate upon completion.	Same comment as Adult Entered Employment Rate.
<b>Dislocated Worker Credential Attainment Rate</b>	85% using query, manual data or EFM predictive report	Contractor will ensure that WIOA Dislocated Workers who were enrolled in education at participation, or any time during the program, have attained a post-secondary certificate upon completion	Same comment as Adult Entered Employment Rate.
<b>Youth Placement in Employment or Education</b>	55% using query, manual data or EFM predictive report	Contractor must ensure that Youth who are not in post-secondary education, employment, or the military at participation are either employed; in the military; enrolled in post-secondary education; advanced training; or occupational skills training at upon completion.	Same comment as Adult Entered Employment Rate.
<b>Youth Credential Attainment Rate</b>	75% using query, manual data or EFM predictive report	Contractor will ensure that Youth who were enrolled in education at participation, or any time during the program, have attained a diploma, GED or certification at upon completion.	Same comment as Adult Entered Employment Rate.
<b>Youth Skills Gains</b>	35% using query, manual data or EFM predictive report	Contractor must ensure that out-of-school Youth who are basic skills deficient (BSD) in either literacy or numeracy increase one or more educational functioning levels by their one-year anniversary date of participation.	Same comment as Adult Entered Employment Rate.
<b>Overall Placements</b>	2,000 Staff-Entered Placements	Contractor will work in coordination with the Workforce Development Board (WDB) to ensure job seeker customers served in WDB's operating area obtain employment.	Note: The placement goal is a subset of the overall number of placements that occur in WDB's operating area.
<b>Placements - Internal Job Orders</b>	335 Placements Against Internal Job Orders	Contractor will work in coordination with WDB to ensure job seeker customers served in WDB's operating area obtain employment.	Note: It is expected that this goal will increase as the new service delivery model is implemented to include effective job matching and referral strategies.
<b>DEO Quality Assurance Review</b>	Error rate of 10% or less	Contractor will work to ensure that programs are operated in a manner that is consistent with Federal, State and local policies in order to reduce findings and other issues of non-compliance.	None.
<b>Case Management for WIOA Adults and Dislocated Workers</b>	100% engagement rate	Contractor will work to ensure that all individuals enrolled as an Adult or Dislocated Worker are actively engaged by and with their assigned staff. Contact/engagement is encouraged no less than monthly; however, a	None.

		period of no contact by staff may not exceed 45 days.	
<b>Case Management for WIOA Youth</b>	100% engagement rate	Contractor will work to ensure that all enrolled Youth are actively engaged by and with their assigned staff. Contact/engagement is encouraged no less than twice per month; however, a period of no contact by staff may not exceed 30 days.	None.
<b>WIOA Adult and Dislocated Worker Follow-up</b>	100% completion rate	Follow-up must be completed for 100% of those individuals whose cases were closed for each of the following intervals: 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> and 4 <sup>th</sup> quarters after exit.	None.
<b>WIOA Youth Follow-up</b>	100% completion rate	Follow-up must be completed for 100% of those individuals whose cases were closed for each of the following intervals: 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> and 4 <sup>th</sup> quarters after exit.	None.
<b>Welfare Participation Rate</b>	50% on the MMR	Contractor will engage families receiving TANF that include a work-eligible Adult or minor head-of-household in countable work activities.	None.
<b>Welfare Entered Employment Outcome Rate</b>	27.5% on the MMR	Contractor will assist TANF customers with obtaining employment to ensure cases are closed due to earnings.	None.

With the implementation of co-enrollment of WIOA and Wagner-Peyser customers, it is anticipated the State will renegotiate the Adult measures during the third quarter (January 2017 – March 2017) to better align with Wagner-Peyser outcomes which are currently negotiated at:

- Entered Employment Rate      83%
- Retention Rate                      80.8%
- 6-Month Average Earnings      \$12,681

- H. Funding will vary, depending upon final allocations, number of participants to be served, services proposed and negotiated. . Business services will be provided throughout the county by the Business Services Team.
- J. The Board reserves the right to make an award to any bidder or to make no awards, if that is deemed to serve the best interests of the Board and Camden County Workforce Development Area. The proposal process is competitive and follows Camden County Workforce Development Board’s procurement rules which align with the State of New Jersey and local procurement laws.

- K. This Request for Proposal is not in itself an offer of work nor does it commit the Board to fund any proposals submitted. The Board is not liable for any costs incurred in the preparation or research involved in the development of proposals.
- L. Successful bidders must negotiate the final deliverables and price before the Board will make any final commitment.
- M. All commitments made by the Board are contingent upon the availability of funds and the Board reserves the right to award an amount less than the total funds available for bid contained in this RFP.
- N. The Board assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws: Section 188 of the WIOA; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; The Age Discrimination Act of 1975, as amended; and Title IX of the Education Amendments of 1972, as amended. The Board also assures that it will comply with any pending federal regulations implementing WIOA and the laws listed above. This assurance applies to the WIOA Title I financially assisted program or activity, and to all agreements that the Board makes to carry out the WIOA Title I financially assisted program or activity. This WIOA Title I funded program is an equal opportunity employer/program. Auxiliary aids and services will be made available for individuals with disabilities.
- O. By submitting a bid, all bidders are providing an assurance that they will comply with the above nondiscrimination and equal opportunity provisions.
- P. Funds available for bid are intended to result in contracts for Camden County Career Center OS Operator and services in Camden County Workforce Development Area for Adult, Youth and Dislocated Workers and business services.
- Q. Bidders should note that under the requirements of the Freedom of Information Act (FOIA), the contents of your proposal or other information submitted to the Board is subject to public release upon request, except those items specifically exempt from disclosure. The bidder shall mark as "proprietary" those parts of its proposal that it deems proprietary. However, the bidder is alerted that this marking is advisory only and is not binding on the Board. If there is a request from the public under FOIA to inspect any part of the proposal so marked, the Board will advise the bidder and request further justification in support of the "proprietary" marking. If the Board determines, after receipt of the justification, that the material is releasable, the bidder will be notified immediately. Under no circumstances will a proposal or any part of a proposal be released prior to the contract award decision.
- R. The specifications in this RFP may change based on issuance of State or Federal regulations or policy. The Camden County Workforce Development Board will work with the successful bidder to implement any changes required by the State or US Department of Labor. By submitting a proposal, the bidder agrees to work cooperatively with the Board to comply with subsequent changes.
- S. By submitting a proposal, the bidder certifies to his/her knowledge and belief that there is no conflict of interest (real or apparent) inherent in the bid or in delivering the scope of work if the Board awards a contract. A conflict of interest would arise if any individual involved in the preparation of this RFP, proposal review and rating or award decisions has a financial or other interest in or represents the bidding organization and would be likely to gain financially or personally from the award of a contract.

The same would hold true for any member of the individual’s family, partner, or an organization employing or about to employ any of the above as a direct result of the successful award of a contract under the RFP. The Board reserves the right to disqualify a bid should a conflict of interest be discovered during the solicitation process.

- T. The successful bidder will be required to maintain a local OS Operator management office within the Local Workforce Development Area. Such office must be located in the Camden County Career Centers.
- U. By submitting a proposal, the bidder assures that it will provide additional services under any new or additional grants that become available such as a National Dislocated Worker Grant or other State or federally funded workforce programs granted to the Camden County Workforce Development Board.
- V. The bidder assures that it will be the service provider and will not subcontract significant programmatic functions to other entities if awarded a contract to be the OS Operator in the Camden County Workforce Development Area. Programmatic subcontracts are not permitted.
- W. The bidder assures that, if awarded a contract by the Board, it will comply with any Regional, State and Federal program and financial monitoring.
- X. Bidders are prohibited from contacting or discussing this RFP with board members of the Camden County Workforce Development Board. Such contact will result in disqualification of the bid.
- Y. All proposers must demonstrate existing capacity and commitment to –
  - Support the attainment of and/or maintain the Camden County OSCC certification standards as noted in the Reference section for full service and affiliate sites,
  - Serve the Camden County CC target populations,
  - Operate cost-effectively,
  - Operate in a continuous improvement mode, guided by customer needs, satisfaction and success, and
  - Meet state and local performance standards.
- Z. Costs incurred in the transition from the current contractor to the new contractor are not reimbursable and will be considered an investment on behalf of the new Contractor for services to begin with no interruptions on July 1, 2017.
- AA. Contractor will follow the listed holiday schedule (subject to WDB revision) and close the career centers to customers on the days upon which the following holidays are observed by the State of NJ (<http://www.state.nj.us/nj/about/facts/holidays/>):

The following holidays will be observed by State agencies in 2017

New Year's Day (observed)	01/02/2017	Monday
Martin Luther King Jr. Day	01/16/2017	Monday
Presidents Day	02/20/2017	Monday
Good Friday	04/14/2017	Friday
Memorial Day	05/29/2017	Monday
Independence Day	07/04/2017	Tuesday

Labor Day	09/04/2017	Monday
Columbus Day	10/09/2017	Monday
Election Day	11/07/2017	Tuesday
Veteran's Day (observed)	11/10/2017	Friday
Thanksgiving Day	11/23/2017	Thursday
Christmas Day	12/25/2017	Monday

## 1.4 Camden County One-Stop Career Center (CCOSCC) Partner Collaboration

The following expectations will be required of the OS Operator:

- A. Collaborate with the CCOSCC partners to bring integrated and additional services to the CCOSCC. Enter into a Memorandum of Understanding relative to these services and to the financial agreements with partners for cost sharing in accordance with WIOA. Provide leadership and coordination for the integration of partner services into the CCOSCC system and implementation of the Memoranda of Understanding and subsequent agreements with CCOSCC partners.
- B. Improve customer access to the CCOSCC partner services through implementing a common intake, common application, common case management and referral process, as required under WIOA. Continue efforts to streamline services and minimize duplication.
- C. Work with the WIOA Youth services providers to familiarize Youth with the full array of CCOSCC services and determine appropriateness of co-enrollment, particularly for out-of-school Youth now prioritized under WIOA.
- D. Leverage additional funding streams, including those that support training, as well as in-kind and monetary contributions from regional organizations and businesses.
- E. Collaborate with other pertinent organizations in the community to meet the needs of customers.
- F. Collaborate with the Board to implement workforce development system initiatives and specific grant activities for which the Board and the CCOSCC system participation has been required in the grant applications and subsequent funding.
- G. Collaborate with the State, Administrative Entity and CCOSCC partners, as necessary, to implement state-generated initiatives related to CCOSCC services.

## 1.5 Performance Measurement and Continuous Improvement

The following expectations will be required of the OS Operator:

- A. Meet or exceed all WIOA performance measures included in WIOA statute and subsequent regulatory decisions. Under WIOA, these performance measures are more important than ever, as they not only inform Congress and federal agencies, but also the general public under new

requirements for public disclosure websites. Customer outcomes will be factored into initial and periodic certification and re-certification of the local areas and One-Stop designations.

- B. Subsequent to the federal regulatory advisories on WIOA implementation, the selected OS Operator will work with the Board to redefine local area performance measures for the upcoming transition timeframe.
- C. Ensure ongoing improvement of NJCC services. Improvement should focus on, but is not limited, to service integration, program utilization, performance outcomes, customer satisfaction, and cost effectiveness.
- D. Establish a program of staff capacity building, within and across partners. Collect and analyze appropriate data for quality assurance, continuous improvement and reporting purposes.
- E. Implement processes and schedule for reviewing and analyzing performance data internally and with partners, identifying areas to target for improvement, diagnosing causes of failure to meet performance standards, planning changes to improve performance, implementing changes and monitoring the results. Promptly develop solutions to address any identified problems in day to day operations and continue to apply corrective actions until performance meets standards.

## 1.6 Outreach and Recruitment

The following expectations will be required of the OS Operator:

- A. Implement an outreach and organizational collaboration strategy to attract and enroll Adult and Dislocated Workers and Youth in WIOA services and to meet performance standards. Manage enrollment of Adults and Dislocated Workers and Youth into WIOA services to serve as many customers in need as possible. Work with the Board Executive leadership and staff to ensure the efficient use of training dollars. The goal is to help the largest number of customers become enrolled and succeed in training and ultimately secure sustainable employment consistent with Board policy.

## 1.7 Proposal Requirements

- A. Proposals must be received by April 10, 2017, 12:00 noon in person or by mail at the address indicated below. Proposals received after this time and date will be rejected. Please note that proposals must be received at the address indicated, not just postmarked, prior to the deadline. The Camden County Workforce Development Board (CCWDB) assumes no responsibility for delays in any form of carrier, mail or delivery service causing the proposal to be received after the date and time deadline. Printed copies of the proposal must be submitted. Proposals shall not be submitted electronically or by FAX.
- B. Proposals submitted by mail should be submitted "Return Receipt Requested." If hand delivered, the deliverer will receive a printed receipt with the recipient's signature and time/date of receipt. Faxed proposals will not be accepted. The transmitting envelope must be sealed, clearly marked "One-Stop Operator Proposal" and addressed to:

Camden County Workforce Development Board  
1111 Markkress Rd., Suite 101  
Cherry Hill, New Jersey 08003  
Attn: Gregg T. DeBaere, Chair

- C. No oral, written or other form of amendment will be accepted by the CCWDB after this time, unless requested by the CCWDB. The CCWDB reserves the right to reject any or all submissions, to waive any requirements of the RFP and to modify or amend, with the consent of the respondent, submissions. All submissions become the property of the CCWDB.
- D. Questions regarding this RFP may be submitted in writing to Jeffrey S. Swartz, CCWDB Executive Director. You may also email questions to Jeffrey S. Swartz at [jeff@ccwib.com](mailto:jeff@ccwib.com). All questions will be responded to, compiled and posted on the Workforce Development Board website. Questions will be accepted up through Monday, March 20, 2017 12:00 noon. Answers will be made available by Wednesday, March 22, 2017, 5:00pm.
- E. Questions as well as any addendums, if needed, are available online at [www.ccwib.com](http://www.ccwib.com).
- F. It is the responsibility of the respondent to monitor the Workforce Development Board Website for updates and responses to questions ([www.ccwib.com](http://www.ccwib.com)). The preparation of an RFP response shall be at the expense of the respondent. The CCWDB will not reimburse firms for any costs associated with the preparation or submittal of any response.
- G. By responding to this RFP, you acknowledge and consent to the conditions set forth herein relative to the submission, review and consideration of your response.
- H. Submit 7 copies of your proposal on 8½" x 11" white bond paper. You may single space your proposal but margins must be at least 1 inch on all sides and font size must be no less than 11. One copy should be submitted unfolded and unstapled and marked "ORIGINAL."
- I. Submit one copy of your most recent audit report. This report should be submitted separately. If your organization is currently or has previously operated WIA/WIOA-funded programs, please submit one copy of your monitoring report for the past two program years with resolution letters. The audit report and monitoring reports are not part of the proposal.
- J. Attachment A, the proposal cover page, should be completed and used as the cover page for the proposal.
- K. Attachment B, Budget Form, is to be completed and include a one-page budget narrative.
- L. Attachment C indicates what may be included in the Administrative and Program cost categories and the definitions of the budget line items.
- M. Attachment D is the proposed Planned Service Levels.
- N. Attachment E, Assurances and Certifications, is to be signed and submitted.
- O. Attachment F, New Jersey Assurances, Certifications and Requirements, is to be signed and submitted.
- P. Attachment G, Disclosure of Investment Activities in Iran

- Q. Your response to the narrative section of the application is limited to no more than **25** pages. This page limitation is imposed for the sake of the reviewers of your proposal. This limitation does not include other sections of your proposal, such as: Attachments A, B, C, D, E, F and G. The Executive Summary will count toward the **25** page narrative limit.
- R. Assemble your proposal in the following order. Use this as a checklist to ensure the proper order. Failure to follow RFP instructions could result in rejection of your proposal.
- Proposal Cover Page (Attachment A)
  - Executive Summary
  - Proposal Narrative
  - Attachment B (Budget Line Item with Budget Narrative)
  - Attachment C (Cost Categories and Definitions)
  - Attachment D (Planned Service Levels)
  - Attachment E (Assurances and Certifications)
  - Attachment F (New Jersey Assurances and Certifications)
  - Attachment G (Disclosure of Investments in IRAN)
  - Submit one copy of your audit report (separate from the proposal, should not be bound or stapled to the proposal)
  - Submit one copy of your workforce program monitoring reports for the most recent two years (separate from the proposal should not be bound or stapled to the proposal)
- S. On behalf of the CCWDB, members of the One-Stop Operator Procurement Task Force will review applications. Awards shall be made publicly by resolution of the members of the CCWDB and by resolution of the Camden County Board of Freeholders at the May 2017 meeting. Award notifications will be made by mail as well as posted on the CCWDB website. A contract should be executed by May 26, 2017.
- T. The application evaluation weights are listed below. (The following are provided as examples and correspond to the Evaluation Point Chart sample in Section 1.9))
- |     |  |
|-----|--|
| 20% | Background, Qualifications & Performance |
| 30% | Plan of Service                          |
| 15% | Staffing Plan & Organizational Chart     |
| 15% | Partnerships & Coordination              |
| 20% | Financial Management & Budget            |
- U. Appeals/Complaints: Applicants have the right to appeal any action or decision related to this RFP. Appeals will be reviewed and investigated by the One-Stop Operator Procurement Task Force of the Workforce Development Board. The decision of the Board in such situations shall be final.

## 1.8. Proposal Narrative (The narrative of your proposal is limited to 25 pages.)

### **A. Organization Background, Qualifications, Performance History Proposal Evaluation (20%)**

1. Please include a brief Executive Summary that allows the reader to understand key aspects of the bidding entity and the approach to fulfilling the required One-Stop Operator functions and providing the requested WIOA job seeker and business Profile the Proposing Organization.
  - a. What is the legal status of your organization?
  - b. Describe your organization, the governance structure, length of existence, vision, mission, goals and major programs currently offered.
2. History of Similar Programs
  - a. Proposals must include information to demonstrate that the provider has a record of success in operating similar workforce programs or projects. Describe your experience in managing One-Stop operations and providing workforce services to Adults, Dislocated Workers and Youth. Provide a description of your experience providing business services similar to the business services requested in this RFP. Please outline all workforce programs operated during the last two years. Provide brief program descriptions, funding sources and performance information.
  - b. Provide two references of individuals outside of your organization familiar with the quality of prior One-Stop centers and programs you have operated.
  - c. If the organization has not provided past Workforce Investment Act or Workforce Innovation and Opportunity Act programs, please outline programs that provided similar services in which your organization has been involved over the last two years.

### **B. Plan of Service Proposal Evaluation (30%)**

The Board seeks to implement an integrated service delivery model in alignment with WIOA vision and goals that embraces a Team-Based Case management approach. The mission of Team-Based Case Management is to offer coordinated workforce development and direct customer service to employers and job seekers at one accessible location. Team-Based Case Management will streamline the provision of career services in an integrated effort to fulfill the individualized needs necessary for each customer to achieve their specific goals. Implementing collaborative strategies and coordinated service delivery through the New Jersey Career Centers will assist each agency in streamlining operations, eliminating overlap and duplication of services, and ultimately improving the experiences for both staff and customers.

#### 1. General Information

- a. Tell us about the specifics of what you are offering as a service. Based on the synopsis of the program you offer, explain:
  - 1) What and how you will provide:
    - i. Leadership
    - ii. Strategic Planning

- iii. Market Focused Customer Services
- iv. Information and Analysis
- v. Human Resources Focus
- vi. Process Management
- vii. Business Results

- 2) How and why the service will achieve the results stated; and
- 3) Any special strength or features which make your service different from similar offerings available.

- b. Describe your plan to ensure that your staff and Center staff are well-trained and ready to implement WIOA services in the Workforce Development Area on July 1, 2017. The OS Operator management and staff must learn the new Act, rules and regulations quickly and put policies and procedure in place to ensure that there is no lag in services to customers as a result of the transition from the Workforce Investment Act.
- c. Describe your knowledge of the most significant workforce development challenges and opportunities that the Camden County Workforce Development Area will likely face in the next two years. Please include documentation to support your position.
- d. Describe your organization's commitment to an integrated service delivery model in the Camden County One-Stop Career Center (CCOSCC) system. Explain how you will work with the One-Stop staff, and local management staff to continuously improve the integrated system. Describe how you will take the leadership with CCOSCC Partners on operational issues and in developing an integrated menu of services for job-seeking customers and employers and maintain communications with all CCOSCC partners and co-located staff.
- e. Describe how your organization envisions its role and relationship with the Workforce Development Board Executive Director and the Board of Trustees.
- f. Describe your organization's ability to meet the specific needs of each of the following populations:
  - Employers seeking workers, labor market information, labor exchange services (e.g., posting of job orders, receiving qualified referrals, etc.), specialized training arrangements for current or prospective workers, participating in regionally determined and organized industry sector and career pathways initiatives, needing assistance to avoid layoffs or reduction in force, etc.;
  - The general public (the universal customer) seeking use of the facility, access to resources for job hunting, and other services as part of the array of career services under WIOA;
  - Adults and Dislocated Workers (including displaced homemakers) who meet the requirements for WIOA services;
  - Individuals seeking specialized services such as Veterans, former offenders, substance abusers, non-high school/GED graduates, individuals with multiple barriers to employment (including older individuals, people with limited English-speaking ability or cultural barriers, and people with disabilities), individuals impacted by foreign trade who may be eligible for Trade Assistance;
  - Former WIA and WIOA enrollees to whom follow-up services are to be provided; and
  - Out-of-school Youth who need referral to appropriate service providers or other career services.
- g. Demonstrate your knowledge serving these populations by providing a description of the differences between the WIOA requirements, customer expectations and the needs of Adults, Dislocated

Workers and Youth. Describe your organization's ability to meet the specific needs of each population.

- h. Describe how your organization envisions the role of OS Operator management staff in an integrated system. The successful bidder will be required to maintain a local OS Operator management office at the Camden County One-Stop facility for formal CCOSCC staff supervision and day-to-day management. Please identify by name and title the management staff that will be located within the CCOSCC and describe their management authority and responsibilities.
- i. Describe how you will market and implement an effective on-the-job training component to employers.
- j. Describe the process that will be used for approval and payment of direct customer expenditures in an integrated system, including an estimated length of time from the case manager decision to provide the financial assistance until the resulting invoice has been paid.
- k. Describe plans for compliance with CareerSource New Jersey and the Department of Economic Opportunity's requirements for One-Stop Credentialing including the Respondent's plan for staff to meet the initial certification requirements as well as the subsequent 15-hour Continuing Education Credits per year.
- l. The CCOSCC is located in Camden City. This section should provide a brief description about how services will be provided at the CCOSCC and address at a minimum the following issues: the menu of services available, hours of operation, full-time or part-time staff, availability of partner services, and client flow.
- m. Describe your organizational philosophy on community involvement of service delivery staff with local organizations, agencies, schools, Chambers of Commerce, etc. and participation of staff on boards and committees throughout the region.
- n. Provide an assurance that data will be tracked and reported in accordance with all applicable requirements utilizing the state required case management reporting system. Additionally, provide an assurance that participant files will be maintained in accordance with state and local requirements and maintained in a secure location.

## 2. Business Services

It is expected that the Business Services Team personnel will:

- Proactively establish and develop relationships and networks with all size employers and their intermediaries;
- Be knowledgeable about all regional and state workforce resources and be able to coordinate these resources to provide streamlined services to employers;
- Represent workforce resources to prospective economic development clients;
- Be knowledgeable about and able to interpret labor market information and data; and
- Collaborate with CCOSCC partners to custom design and deliver responsive solutions for employers.

- a. Describe what strategic approaches you will use to support regional economic development and employers with Human Resources consultation (e.g., high staffing needs), self-sufficient wages, jobs requiring skilled workers (e.g., Registered Apprenticeship), and managing a reduction in force (e.g., layoff aversion strategies and Rapid Response activities).
- b. Describe how you will train Business Services staff that are knowledgeable about various industry sectors that are critical to the local area marketplace, and can demonstrate that knowledge to the employer community as well as inspire and motivate them to work with the public system.
- c. Describe how you will strategically recruit employers consistent with the goals of the RFP and subsequent regional and local strategic plans under WIOA.
- d. Describe how you will work with employers to utilize the job matching system for their own benefit and for job seekers.
- e. Describe how you will coordinate with key required One-Stop partners relative to business services to avoid the perception of duplication of services by employers who are approached by various personnel associated with the CCOSCC.
- f. Describe how your Business Services team plans to outreach to employers to engage them in the One-Stop center and system, specifically which employer organizations the team will market.
- g. Describe how you plan to market work-based learning, internships, on-the-job training, customized training, National Career Readiness Certificate (NCRC) and registered apprenticeships to employers.
- h. Describe how you plan to assist employers with accessing local, State, and Federal tax credits.

### 3. Adult and Dislocated Worker Services

The Workforce Innovation and Opportunity Act of 2014 defines the required activities authorized for Adults and Dislocated Workers. Bidders are encouraged to read the Act to understand the scope of authorized activities. In general these activities are:

- to establish a One-Stop delivery system described in section 121(e);
- to provide the career services described in Section 134(c)(2) to Adults and Dislocated Workers, respectively, through the One-Stop delivery system in accordance with such paragraph;
- to provide training services described in Section 134 (c) (3) to Adults and Dislocated Workers, respectively, described in such paragraph;
- to establish and develop relationships and networks with large and small employers and their intermediaries; and
- to develop, convene, or implement industry or sector partnerships.

Specifically, Adult and Dislocated Worker Activities include:

- |  |                                     |
|--|-------------------------------------|
| ➤ eligibility determination  | ➤ short term prevocational services |
| ➤ outreach and intake  | ➤ soft skills training              |
| ➤ initial assessment of skills   | ➤ work experience                   |
| ➤ supportive service needs   | ➤ financial literacy                |
| ➤ job search and placement assistance  | ➤ out of area job search            |
| ➤ career counseling  | ➤ training services                 |
| ➤ provision of information on in-demand occupations and non-traditional employment | ➤ occupational skills training      |
| ➤ recruitment and other business services for employers                            | ➤ supportive services               |

- referrals to other NJCC partner programs and other available programs in the community
- provision of labor market information
- information on supportive services available through other programs
- information and assistance with establishing eligibility for financial aid and assistance for educational programs other than WIOA
- comprehensive skills assessments
- in depth interviewing and evaluation of barriers to employment
- development of an Individual Employment Plan
- group counseling; career planning
- OJT
- work-based learning
- incumbent worker training
- private sector training programs
- skill upgrading and retraining
- job readiness training
- Adult education and literacy activities and follow-up services

- a. Describe how the availability of services to Adults and Dislocated Workers will be promoted in all communities within the Workforce Development Area. Also, describe how recruitment of these populations will be conducted.
- b. Describe experience with sector partnerships and suggest sectors that could be explored based on the labor market in the Area.
- c. Describe how eligibility, assessment, case management, and counseling services might be provided to Adults and Dislocated Workers in an integrated system.
- d. Describe career services, training, and follow-up services to be provided to these populations under WIOA.
- e. Describe your understanding of the use of career pathways for Adults and Dislocated Workers.
- f. Describe all services that will result in direct client expenditures (i.e. supportive services, ITAs, OJT, work experience, etc.). For each type of service, describe how it will be decided which customers receive that particular type of service and how the amount of financial assistance will be determined for each customer in an integrated system.
- g. Describe how rapid response services will be provided to customers in the event of a facility closure or large dislocation. Also, describe how rapid response activities will be coordinated between business services staff and CCOSCC staff.
- h. Demonstrate knowledge of WIOA performance requirements for the Adult and Dislocated Worker programs by describing how the programs will be managed in an integrated system to meet or exceed each of the applicable performance standards. In addition, please provide an assurance that services will also be designed to meet any additional quality standards established by the Commission or the Local Workforce Development Board.

- i. Describe how customer feedback will be collected and used to make continuous improvements to services.
- j. Describe your understanding how seamless services should be provided between NJCC programs including Adult, Dislocated Worker, Youth, Business Services, Wagner-Peyser, Trade Adjustment Assistance, Veterans Programs, TANF, Adult Education and Vocational Rehabilitation.

#### 4. Youth Services

Proposals are to be submitted to serve a combination of in-school and out-of-school Youth. Proposals should be based on Youth development principles and best practices that support, motivate, and prepare Youth for continuing educational achievements, successful transition into adulthood, and long-term success in employment. The proposed services design and implementation strategies must be age appropriate, provide a customized mix of services to address individual needs and goals, and lead to attainment of the performance measures for in-school and out-of-school Youth.

WIOA requires the Youth formula program spend at least 75 percent of funds on out-of-school Youth, compared to 30 percent under WIA. The Act also changes Youth eligibility requirements by establishing separate criteria for out-of-school and in-school Youth, including removing income eligibility requirements for most out-of-school Youth and raising the eligible age for such Youth to 16 through 24. Additionally, WIOA places a new priority on work-based learning by providing that at least 20 percent of local Youth formula funds be used for work experiences such as summer jobs, pre-apprenticeship training, on-the-job training and internships that have academic and occupational education as a component.

Under the Workforce Innovation and Opportunity Act, Youth funds contracted to the service provider for eligible Youth shall be used to carry out programs that:

- Provide an objective assessment of the academic levels, skill levels, and service needs of each participant.
- Provide service strategies for each participant.
- Provide activities leading to the attainment of a secondary school diploma or its recognized equivalent, or a recognized post-secondary credential.
- Provide preparation for post-secondary educational and training opportunities.
- Provide strong linkages between academic instruction and occupational education that lead to the attainment of recognized post-secondary credentials.
- Provide preparation for unsubsidized employment opportunities, in appropriate cases.
- Provide effective connections to employers in in-demand industry sectors and occupations of the regional labor market.

#### 5. Youth Program Elements

The Camden County Workforce Development Area Youth program must provide the fourteen (14) elements listed below. Definitions of these program elements are available through WIOA federal regulations. The 14 elements that must be present are:

1. Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its

- recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential;
2. Alternative secondary school services, or dropout recovery services, as appropriate;
  3. Paid and unpaid work experiences that have as a component academic and occupational education, which may include –
    - Summer employment opportunities and other employment opportunities available throughout the school year;
    - Pre-apprenticeship programs;
    - Internships and job shadowing;
    - On-the-job training opportunities; and
    - Work-based learning.
  4. Occupational skill training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the local area involved.
  5. Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
  6. Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate;
  7. Supportive services;
  8. Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months;
  9. Follow up services for not less than 12 months after the completion of participation, as appropriate;
  10. Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate;
  11. Financial literacy education;
  12. Entrepreneurial skills training;
  13. Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services; and
  14. Activities that help Youth prepare for and transition to post-secondary education and training.

Please respond to the following:

- a. Describe all services that will be provided in accordance with the 14 Program Elements required by WIOA. All 14 required elements must be provided. The WIOA legislation mandates that 14 specific program elements must be included in the WIOA Youth program design (these can be available by direct service provision, through partnerships with other organizations, or by referral to other organizations as appropriate).
- b. Describe how the availability of services to WIOA in-school and out of school Youth will be marketed to all communities within the Area. Also describe how recruitment of these populations will be conducted.
- c. Describe how the program design will ensure that no more than 25% of funding will be spent on in-school Youth while not less than 75% will be spent on out of school Youth.
- d. Describe your understanding of how career pathways can be used to enhance Youth services.
- e. Describe the eligibility, objective assessment including basic skills and academic level, individual service strategy development, case management, counseling, and follow up services that will be provided to Youth. Indicate how Youth will be prepared for post-secondary education opportunities, as appropriate and how strong linkages will be developed between academic and occupational training. Also, describe how Youth will be prepared for unsubsidized employment opportunities and how Youth will access information about the local labor market, in-demand occupations and employment opportunities within the region.
- f. Describe all services that will result in direct client expenditures (i.e. supportive services, classroom training, work experience, OJT etc.) For each type of service, describe how it will be decided which customers receive that particular type of service and how the amount of financial assistance received will be determined for each customer.
- g. Describe how you plan to utilize on-the-job training with Youth. How will you market Youth OJT contracts to employers?
- h. Describe how you will work with employers in the targeted sectors to develop career pathways, providing an opportunity for Youth to advance in the workplace.
- i. Demonstrate knowledge of performance requirements for the In-School and Out-of-School Youth programs by describing how the programs will be managed to meet or exceed each of the applicable performance standards. In addition, please provide an assurance that services will also be designed to meet any additional quality standards established by the Commission or the Local Workforce Development Board.

## 6. Camden County Youth One Stop

The Camden County Youth One Stop (“Y1.”) provides access to high quality education, job training and support services utilizing local resources to benefit at-risk out of school youth in Camden County.

The program is open to eligible Camden County youth ages 16-24 who are facing obstacles keeping them from high school completion, and life and work skill development necessary to gain employment. Participants explore career options in the community and gain practical experience through work experience supported by tutoring, mentorship and degree/certification programs in in-demand industries and occupations.

Y1. is housed within the Camden County Resource Center and offers youth a safe and friendly environment in which to learn and develop. Through a continuum of services, Y1. assist youth in

individualized planning to obtain the training and skills needed to become productive members of their community and valuable assets to the local and regional workforce.

Please describe how you will utilize the Camden County Youth One Stop to provide the following services:

- Assistance with high school completion
- Work experiences with academic and occupational education
- Occupational skill training leading to recognized post-secondary credentials that align with in-demand industry sectors
- Leadership development opportunities, including community service and peer centered activities
- Supportive services access for housing, clothing, child care, and transportation
- Comprehensive guidance and counseling
- Financial literacy education
- Services that provide labor market and employment information about in-demand industry sectors or occupations available.

### **C. Staffing Plan and Organizational Chart**

#### **Proposal Evaluation (15%)**

1. Staffing of the WIOA program is one of the most critical aspects of ensuring program quality. Please describe your proposed staffing plan for the WIOA programs in the Camden County Workforce Development Area.
  - a. While staffing/hiring decisions will be the responsibility of the OS Operator, the proposal should identify the qualifications of the staff that will be involved in delivering services in the Camden County Workforce Development Area. Include brief position descriptions with position titles and minimum qualifications required for selection of staff. Please describe the process for recruitment and selection.
  - b. Identify key management staff by name with a summary of their credentials and brief resume of qualifications, and a brief description of their duties and responsibilities. It is anticipated that the proposal will include a position for a full-time Director who will oversee implementation of all services related to the organization's contract(s) with the Camden County Workforce Development Board.
2. Organizational Chart(s) ***(See NJ Statute below concerning One-Stop Career Center counseling staff)***
  - a. Include an organizational chart(s) that illustrates the structure of the staff to be used in support of the proposed programs. The chart should clearly display the number of staff planned for each CCOSCC along with position titles.
  - b. The chart should also display the management staff located within the Camden County Workforce Development Area and outside the Area. Identify by name the key management staff specified in the staffing plan from section 1 above.
  - c. The organizational chart should list the percentage of dedicated time for all staff positions that are anticipated to work on Camden County Workforce Development Area activities.

*State law N.J.S.A 34:150-4.7 and 21 also requires that all counseling services in One-Stop Career Centers must be either provided by a job counselor hired and employed by the State pursuant to N.J.S.A 11A or hired and employed by a political subdivision of the State with the exception of those One-Stop centers grandfathered under P.L. 2004, c.39. State law further requires that all staff who are hired and supported by moneys from the Workforce Development Partnership Fund or the Supplement Workforce Fund for Basic Skills, including*

*any of those staff located at any One-Stop Career Center will be hired and employed by the State pursuant to N.J.S.A 11A or hired and employed by a political subdivision of the State, with the exception of those One-Stop Center grandfathered under P.L.2004, c. 39. Local Boards are required to comply with both the Federal and State law.*

## **D. Partnerships and Coordination**

### **Proposal Evaluation (15%)**

1. Partnerships and coordination of services with other organizations are one of the keys to success in the delivery of WIOA services.
  - a. Describe past success in developing effective working relationships with partner organizations. Include at a minimum local Wagner-Peyser staff and programs, WIA staff and programs, Adult Education Providers, and Vocational Rehabilitation.
  - b. Describe past experience with an integrated service delivery model, functional supervision, information sharing, case management of co-enrolled clients, cross training of staff, rapid response activities, services to TAA clients, or other activities conducted in close coordination with local Wagner-Peyser staff.
  - c. Describe how key management staff will work in cooperation with the Camden County Workforce Development Board and the local CCOSCC managers (if applicable) to ensure coordinated management and integration of CCOSCC staff and services.
  - d. Describe how service delivery staff will work with NJCC partner staff to achieve an integrated system where customer service and performance are high priorities. Explain how your organization will leverage resources with other partners that result in innovative service approaches.
  - e. Include letters from key partners you plan to collaborate with. Bidders should only include key partners such as community based organizations or partner programs. Do not include supportive service vendors.
  - f. If your organization is not presently a One-Stop Operator in the Camden County Workforce Development Area, describe how you will work with the current CCOSCC Operator and the current service provider to prepare for an efficient transition of files and customer caseloads. Please include a timeline that details the transition steps to be taken (i.e. staff hired, policies developed, etc.) and the anticipated completion date for each transitional activity.

## **E. Financial Management and Budget**

### **Proposal Evaluation (20%)**

1. The bidder should complete PY'17 and PY'18 budgets on the included Attachment B.
2. Funding for this RFP is provided through Federal and State grants. The levels of funding are subject to change based on availability.
3. Reimbursement of Administrative costs is limited to no more than ten percent (10%) of the total proposal budget.
4. Please do not deviate from the budget format provided. Consistency will allow the reviewers to compare the proposed budgets.

- a. The maximum funding estimate excludes funds reserved to pay for training and supportive services. The costs of these services are not to be included in the budget proposal since they are managed and disbursed by the Board.
- b. Proposals must demonstrate the ability to meet program and financial expectations with a minimal amount of administrative cost charged to the contract. Costs in this request are limited to staff who directly perform duties necessary to the program, One-Stop system operations, and other reasonable indirect costs that are indispensable to achieving the goals of the proposal.
- c. Bidders should plan on providing services through offices located in each of the NJCCs.
- d. A one-page budget narrative should be attached that describes the allocation of funds among overhead, management and direct client costs and the philosophy of the bidder with respect to minimizing overhead costs while maximizing client costs. The budget narrative should be used to clarify and annotate the budget.
- e. Bidders must maintain a financial management system that is auditable and in compliance with generally accepted accounting principles. Financial records must be available for audit and monitoring purposes. Bidders should provide a brief description of the accountability of the organization in this section and provide one copy of their most recent audit report with the bid package. The audit is not part of your proposal.
- f. Please attach monitoring reports for the past two years and include resolution letters.
- g. If WIOA costs you incur are subsequently disallowed as a result of audit or monitoring, does your organization have the capability to repay these funds? From what source?

## 1.9 Proposal Evaluation

The proposal criteria identified herein is a guideline for Bidders and reviewers; however, the final decision for contract award rests with the Local Workforce Development Board. Proposals that do not meet minimum standards will be considered non-responsive.

Minimum standards:

- a. The proposal must be received April 10, 2017, 12 noon, via regular mail, express mail or hand-delivery.
- b. One original and 6 copies of the Proposal Narrative and one copy of your most recent audit report and copies of your monitoring reports for the past two program years with resolution letters, if applicable.
- c. Proposals must meet the requirements contained in Sections 1.7 and 1.8.
- d. Bidders must be eligible entities as described in Section 1.3(D) – General Information.
- e. The proposal and all signature forms contained herein must be signed by the bidder’s authorized signatory authority.
- f. Bidders who intend to use established subcontractor(s) to provide services must include original letters from each subcontractor attesting to their agreement to all terms of the proposal and any resulting contract along with a copy of all documentation required in this RFP to substantiate the proposed subcontractor’s qualifications. The Board must approve any subcontract arrangements.

Evaluation process:

The Camden County Workforce Development Board staff will conduct the preliminary review and qualifying responses. That information will be shared with the One-Stop Operator Procurement Task Force who will independently evaluate each proposal. The scores will be

aggregated with the average score recorded. The Task Force may request additional information for clarification and consideration. The Task Force will then rank the proposals.. Bidders should note that the Board may award a contract with or without price negotiation.

	Possible Points
<b>A. Organization Background, Qualifications, Performance History</b> Organizational stability, demonstrated experience and quality service delivery – whether bidder adequately addressed all the response items and appears to be a solid organization and extent to which bidder demonstrated evidence of ability to perform the functions described in its project plan. Qualifications and Staffing – completeness of response to the items in the instructions, quality of response, strength of experience, and demonstrated achievements/results.	20
<b>B. Plan of Service</b> Adequacy of response to all items in the instructions, strength of approach and processes in streamlining operations, eliminating overlap and duplication of services and continuous improvement of the NJCC system. An understanding of the commitment to an integrated service delivery model that embraces the team-based case management approach and an understanding of the importance of employer relations and business services.	30
<b>C. Staffing Plan and Organizational Chart</b> Qualifications and Staffing – completeness of response to the items in the instructions, quality of response, strength of experience, and demonstrated achievements/results.	15
<b>D. Partnerships and Coordination</b> Understanding of and commitment to an integrated service delivery and team-based case management model in the NJCC system and showing an effective working relationship with the Board, partner organizations, businesses, and the community. Ability to leverage resources with other partners resulting in innovative service approaches will be considered.	15
<b>E. Financial Management and Budget</b> Reasonableness of pricing consistent with the plan of service proposed and the qualifications of bidder.	20
<b>TOTAL</b>	100

Evaluation criteria:

All Proposals shall be evaluated based on the statutory categories as per NJAC 5: 3.4-4.1 which is Technical, Management, and Cost criteria. These categories may be broken out into sub categories but shall remain within the confines of the three core criteria. The proposal will be evaluated based on the bidder’s responses to the information requested in Sections 1.7 and 1.8.

PROPOSAL COVER SHEET

Organization	
Contact Person	
Address	
Mailing Address (if different)	
Type of Organization	(i.e., Public, Private, for-profit, not-for profit)
Type of Legal Entity	(i.e., Corporation, Sole Proprietorship, Partnership, Other (Describe)):
Federal ID#	
Type of Project	<b>WIOA One-Stop Operator</b>
Dollar Amount Proposed	

**Signature:**

My signature below certifies that the proposal as submitted complies with all requirements specified in this RFP.

My signature also certifies that by submitting a proposal in response to this RFP, the Bidder represents that in the preparation and submission of this proposal, the Bidder did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1).

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this proposal.

Signature	
Name of Person Signing	
Title	
Telephone	
FAX	
E-Mail Address	
Date	

**LINE ITEM BUDGET**

Line Item	Administrative Amount	Program Amount	Total
Staff Salary			
Staff Fringe Benefits			
Travel – In state			
Travel – Out-of-state			
Staff Development			
Outreach			
Equipment			
Dues/Subscriptions			
Computer Software			
Office Supplies, Printing and Copying			
Postage/Courier Service			
Rent			
Educational Materials			
Indirect			
<b>TOTAL</b>			

**Administrative Costs**

The personnel and operating costs, direct and indirect, associated with overall management and administration of the Camden County One-Stop Career Center System, which are not directly related to the provision of services to participants or otherwise allocable to the cost category of Program. The Board seeks to identify a provider who can coordinate One-Stop operations with minimal administrative costs to the budget. The provider must maintain records of all program related expenditures by cost categorization in State AOSOS, E-Time, and LOOPS databases.

**Program Costs**

All costs incurred for the provision of contract functions and activities are classified as program costs.

\*\*\*\*\*

*Note: Reimbursement of Administrative costs is limited to no more than ten percent (10%) of the total proposal budget.*

*Note: Include Budget Narrative that provides the detail of each line item.*

**Cost Category Definitions**

*The following is provided as examples of both administrative and program costs for WIOA (See WIOA Sec. 3 20 CFR 683.215. What Workforce Innovation and Opportunity Act title I functions and activities constitute the costs of administration subject to the administrative cost limitation). This is not all inclusive.*

**Administrative Costs**

- Overall general administrative functions and coordination of administrative functions
- Accounting, budgeting, financial and cash management
- Procurement and purchasing
- Property management
- Personnel management
- Payroll
- Coordinating audit resolutions, reviews, investigations, and incident reports
- Audit
- Legal services pertinent to management and operations of the CCOSCC System
- Developing systems and procedures
- Oversight and monitoring of administrative functions
- Goods and services required for administrative functions including rental, utilities, supplies, space, etc.
- Travel for official business to carry out administrative activities or overall management

**Program Costs**

- Cost of staff who provide program services directly to customers and, where applicable, the first line supervisors and/or team leaders responsible for those staff
- Tracking or monitoring of customers or performance information
- Employment statistics information, including job listings, job skills and demand occupation information
- Outreach to and recruitment of applicants for services
- Dissemination of program information to prospective employers
- Follow-up services with eligible customers placed in unsubsidized employment
- Assessment of skill levels and service needs
- Counseling that involves occupation, educational and career guidance to eligible customers while in training
- Case management services such as assessment, counseling and job search assistance

**Budget Line Item Definitions**

1. Staff Salary – Wages associated with the individual job positions needed to perform the proposed service. Positions are to be defined within specifics of the job and how each function relates to this proposal.
2. Fringe Benefits – The approximate percentage of position salary that it will cost to provide established company benefits such as health, life, dental insurance, etc. Benefits should be based upon the organization’s written personnel policy for all employees.
3. In-State Travel – The cost of attending applicable in-state meetings/conferences that relate to the service being proposed and that benefit the attendee in his/her job performance. Also includes local travel to

provide services to customers. Please specify if possible. All travel costs are including but not limited to mileage rate, per diem rates, and subsistence.

4. Out-of-State Travel – Expenses incurred for appropriate staff attending meetings/conferences that relate to the service being proposed and that can benefit the attendee in his/her job performance. Please specify if possible. All travel costs are per New Jersey including but not limited to mileage rate, per diem rates, and subsistence.
5. Staff Development – Costs to advance the knowledge of Program (i.e. Direct Services) staff as it relates to the proposed program. Please specify.
6. Outreach – costs include promotional materials, recruitment materials, website and social media information/communication released through various media formats, events and outlets.
7. Equipment – Tangible property (other than land or buildings) used for the operation of the organization.
8. Dues/Subscriptions – Cost of joining appropriate organizations and subscribing to periodicals/newspapers that would benefit the service for which the Board is seeking proposals.
9. Computer software – Specify the type(s) of computer software needed. This should NOT include the costs of computer hardware or case management software as the Board provides these.
10. Office Supplies, Printing and Copying – Costs of items used in the course of performing day to day business activities such as ink pens, paper clips, etc. Also includes expenses for printing program materials and the copying of documents/materials as needed.
11. Postage/Courier Service – Expenses for using USPS, Fed Ex, UPS, Courier Services, etc.
12. Rent – The actual cost for space to house personnel and programs necessary to carry out the services proposed.
13. Educational Materials – Cost of purchasing materials to be used in performing the services being proposed. Include the cost for assessment tools/fees, as well as GED attainment fees and instructional materials.

**Planned Service Levels**

**Adult**

Planned Service Levels	Projected Number to be Served		Projected Number to be Exited		Projected Number Placed into Employment	
	PY16	PY17	PY16	PY17	PY16	PY17
<b>Adults</b>						

**Dislocated Worker**

Planned Service Levels	Projected Number to be Served		Projected Number to be Exited		Projected Number Placed into Employment	
	PY16	PY17	PY16	PY17	PY16	PY17
<b>Dislocated Workers</b>						

**Youth**

Planned Service Levels	Projected Number to be Served		Projected Number to be Exited		Projected Number Placed into Employment	
	PY16	PY17	PY16	PY17	PY16	PY17
<b>In-School Youth</b>						
<b>Out-of-School Youth</b>						
<b>Total Youth</b>						

Note: Before completing the planned service levels for Youth, please review the Workforce Innovation and Opportunity Act for definitions of in-school and out-of-school Youth.

**Business Services**

Planned Service Levels	Projected Number to be Served	
	PY16	PY17
<b>Employers</b>		

**Work First New Jersey (WFNJ)**

Planned Service Levels	Projected Number to be Served	
	PY16	PY17
<b>TANF</b>		

## Assurances and Certifications

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

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

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

### 1) ASSURANCES NON-CONSTRUCTION PROGRAMS

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

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

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

Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101- 6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972, 21 U.S.C. 1101 et seq. (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 21 U.S.C. 801 et seq. (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act (42 U.S.C. 290 dd-2), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) the Genetic Information Nondiscrimination Act of 2008 which prohibits discrimination on the basis of genetic information; (j) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

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

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

## **2) CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

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

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

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

have not within a three year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

D) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (or plan).

E) Are not listed in the Excluded Parties List System in the federal SAM.

### **3) CERTIFICATION REGARDING LOBBYING**

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

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

- A) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant loan or cooperative agreement.
- B) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
- C) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **4) CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

- A) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B) Establishing an ongoing drug-free awareness program to inform employees about:

- 1) The dangers of drug abuse in the workplace;
  - 2) The grantee's policy of maintaining a drug-free workplace;
  - 3) Any available drug counseling, rehabilitation and employee assistance programs; and
  - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph A.
- D) Notifying the employee in the statement required by paragraph A that as a condition of employment under the grant, the employee will:
- 1) Abide by the terms of the statement; and
  - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- E) Notifying the agency in writing, within 10 calendar days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
- F) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:
- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement or other appropriate agency.
- G) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A, B, C, D, E and F.

##### **5) NONDISCRIMINATION AND EQUAL OPPORTUNITY ASSURANCE**

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

- A) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin.
- B) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.
- C) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.
- D) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

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

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

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

The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (Street address, city, county, state, ZIP code)

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Check ( ) if there are workplaces on file that are not identified.

**Section 188 (3) WIOA Title I funds may not be spent on the employment or training of participants in sectarian activities.**

**Further, the undersigned applicant certifies that it shall comply with the provisions outlined by the U.S. Department of Health and Human Services (45 CFR 80 and 84).**

By signing, the applicant certifies that it will comply with all other regulations implementing the laws cited above. This assurance applies to the applicant's operation of the WIOA Title I - financially assisted program or activity, and to all agreements, the applicant makes to carry out the WIOA Title I-financially assisted program or activity. The applicant understands that the United States, New Jersey Department of Labor and Workforce Development, and the Camden County Workforce Development Board have the right to seek judicial enforcement of this assurance. NOTE: WIOA Section 188 and WIA Section 188 are identical.

**Reporting Requirements:** The undersigned applicant certifies that it shall comply with the provisions of Sec. 122 of the Workforce Innovation and Opportunity Act of 2014 and the reporting and procedural requirements issued by the Education and Workforce Development Cabinet.

Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective recipient shall attach an explanation to this certification.

The undersigned Authorized Representative of the applicant herein certifies that the statements above pertaining to Debarment, Suspension and Other Responsibility Matters; Nondiscrimination; Conflict of Interest; Education Standards and Procedures; Documentation of Financial Stability and Reporting Requirements are true and correct as of the date of submission. This does not preclude the Board from requiring additional assurances as part of the local application requirements.

Further, the Authorized Representative acknowledges that if the information given to the Board by the applicant causes harm to a third party, then applicant will be held liable for any Board action resulting from reliance on that information. The applicant must notify the Board in writing if the authorized signatory changes.

Certified by:

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Signature of Authorized Official	Title	Date
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Typed/Printed Name of Signatory

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Name of Organization

## General Provisions

### DEFINITIONS

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

- Grantor is defined as the New Jersey Department of Labor and Workforce Development, which is also referred to as LWD.
- Grantee is defined as any entity in direct receipt of funds by written instrument from LWD.
- Subgrantee is defined as any entity in receipt of funds from a grantee.
- Agreement refers to the contract with LWD, the General Provisions, and where applicable, the Standard Assurances and Certifications.

### 1) COMPLIANCE WITH EXISTING LAWS

- A) The grantee agrees to comply with all federal, state and municipal laws, rules and regulations generally applicable to the activities in which the grantee is engaged in performance of this agreement.
- B) These laws, rules and regulations include, but are not limited to the following:
- 1) Federal Office of Management and Budget (OMB) documents: <http://www.whitehouse.gov/omb/circulars>.
  - 2) New Jersey Department of the Treasury, Office of Management and Budget documents:
    - (a) Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid: [http://www.state.nj.us/infobank/circular/cir1508\\_omb.pdf](http://www.state.nj.us/infobank/circular/cir1508_omb.pdf).
    - (b) State Grant Compliance Supplement: <http://www.state.nj.us/treasury/omb/publications/grant/index.shtml>.
  - 3) State Affirmative Action Legal Citations: The grantee agrees to comply with and to require subgrantees to comply with N.J.A.C. 17:27, applicable provisions of N.J.S.A. 10:5 et al., P.L. 1975, c. 127 and all implementing regulations.

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

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

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

### 2) NONDISCRIMINATION AND EQUAL OPPORTUNITY

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

- 1) Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age,

disability, political affiliation or belief and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA financially-assisted program or activity.

- 2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin.
- 3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.
- 4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.
- 5) Title IX of the Education Amendments of 1972, as amended which prohibits discrimination on the basis of sex in educational programs.
- 6) The Americans with Disabilities Act (P.L. 101-336) which prohibits discrimination based on disabilities in the areas of employment, public services, transportation, public accommodations and telecommunications. It requires all affected entities to provide reasonable accommodation to persons with disabilities.
- 7) The Genetic Information Nondiscrimination Act of 2008 which prohibits discrimination on the basis of genetic information.
- 8) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made and the requirements of any other nondiscrimination statute(s) which may apply to the application.

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

### **3) SPECIAL GRANT CONDITIONS FOR HIGH RISK GRANTEES**

- A) A grantee may be considered high risk if LWD determines that a grantee:
  - 1) Has a history of unsatisfactory performance;
  - 2) Is not financially stable;
  - 3) Has a financial management system which does not meet the standards set forth in section 4;
  - 4) Has not conformed to terms and conditions of previous awards; and
  - 5) Is otherwise not responsible.
- B) When LWD determines that an award will be made; special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award. Special conditions and/or restrictions may include:
  - 1) Payment on a reimbursement basis;
  - 2) Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period;
  - 3) Requiring additional, more detailed financial reports;
  - 4) Additional project monitoring;
  - 5) Requiring the grantee to obtain technical or management assistance; and
  - 6) Establishing additional prior approvals.
- C) If LWD decides to impose such special conditions and/or restrictions, an LWD official will notify the grantee as soon as possible, in writing, of:
  - 1) The nature of the special conditions and/or restrictions;
  - 2) The reason(s) for imposing the special conditions and/or restrictions;
  - 3) The corrective actions that must be taken before the special conditions and/or restrictions will be removed by LWD and the time allowed for completing the corrective actions; and
  - 4) The method of requesting reconsideration of the special conditions and/or restrictions imposed.

#### 4) FINANCIAL MANAGEMENT SYSTEM

- A) The grantee shall be responsible for maintaining an adequate financial management system and will immediately notify LWD when the grantee cannot comply with the requirements established in this section of the grant.
- B) The grantee's financial management system shall provide for:
- 1) Financial Reporting:  
  
Accurate, current and complete disclosure of the financial results of each grant in conformity with generally accepted principles of accounting and reporting in a format that is in accordance with the financial reporting requirements of the grant;
  - 2) Accounting Records:  
  
Records that adequately identify the source and application of funds for LWD-supported activities. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures and income;
  - 3) Internal Control:  
  
Effective internal and accounting controls over all funds, property and other assets. The grantee shall adequately safeguard all such assets and assure that they are used solely for authorized purposes;
  - 4) Budget Control:  
  
Comparison of actual expenditures or outlays with budgeted amounts for each grant. Also, the relationship of the financial information with performance or productivity data, including the development of unit cost information required by LWD;
  - 5) Allowable Costs:  
  
Procedures for determining reasonableness, allowability and allocability of costs generally consistent with the provisions of federal and state requirements;
  - 6) Source Documentation:  
  
Accounting records that are supported by source documentation; and
  - 7) Cash Management:  
  
Procedures to minimize the time elapsing between the advance of funds from LWD and the disbursement by the grantee, whenever funds are advanced by LWD.

- C) LWD may require the submission of a Statement of Adequacy of the Accounting System, as provided in Chapter II-2 of the **One-Stop Comprehensive Financial Management Technical Assistance Guide**, available at [http://www.doleta.gov/grants/pdf/FinalTAG\\_August\\_02.pdf](http://www.doleta.gov/grants/pdf/FinalTAG_August_02.pdf).
- D) LWD may review the adequacy of the financial management system of any applicant as part of a pre-award review or at any time subsequent to the award. If LWD determines that the grantee's accounting system does not meet the standards described in paragraph B above, additional information to monitor the grant may be required by LWD upon written notice to the grantee, until such time as the system meets with LWD approval.

## **5) ALLOWABLE COSTS**

Funds expended in this project shall be those as stated in the agreement for the purposes and functions outlined, unless changed by an approved modification. The grantee shall be entitled only to reimbursement for actual expenses incurred or obligated during the agreement period or during an approved extension agreed upon by the grantee and LWD, and only in the amount specified in the agreement. All obligations shall be liquidated by the period provided in the agreement and per federal and state requirements.

Grantees who are government, educational or nonprofit organizations must comply with federal cost principles as established in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

These regulations establish government-wide cost principles, including a requirement that salaries and wages charged to this agreement be supported by appropriate personnel activity reports and meet the requirements of 2 CFR 200.430(i) Standards for Documentation of Personal Expenses.

The grantee is responsible for the proper withholding and payment of employment-related taxes for any individual hired or otherwise employed by the grantee who meets the definition of employee in accordance with N.J.S.A. 43:21- 19(i)(6).

Should any funds under this agreement be used for the purpose of satisfying any grantee or subgrantee pooled costs (i.e., general and administrative or indirect), it is the sole responsibility of the grantee to provide documentation substantiating such cost. It is incumbent upon the grantee to provide sufficient documentation regarding such requests including documentation of its development and components and approval by the appropriate cognizant agency. LWD reserves the right to cap and deny any requests associated with pooled costs (i.e., general and administrative or indirect). Funding of the budgeted amount of the pooled costs in this agreement does not imply approval by LWD of the amount or method of calculation.

## **6) MATCHING AND COST SHARING**

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

## **7) PROGRAM INCOME**

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

- A) If a grantee receives interest earned of \$250 or more in a fiscal year on advances of grant funds, see Chapter II- 7-3 of the **One-Stop Comprehensive Financial Management Technical Assistance Guide**.
- B) Unless otherwise provided or specified, the grantee shall have no obligation to LWD with respect to royalties received as a result of copyrights or patents produced under the grant.
- C) All other program income earned during the grant period shall be retained by the grantee and used in accordance with Chapter II-7 of the **One-Stop Comprehensive Financial Management Technical Assistance Guide**.

#### **8) PRICE WARRANTY**

The grantee warrants that the prices agreed upon are not less favorable than those currently extended to any other customer for the same or similar articles in similar quantities. The grantee extends the same terms and conditions as extended to its most favored customers and final price includes all common reductions for discounts, rebates or other incentives. All goods procured under this agreement shall be name brand, first quality, new parts, unless otherwise specified.

#### **9) PAYMENT METHOD**

- A) Payments to the grantee or on behalf of the grantee shall be issued only after the agreement has been executed. The grantee will provide sufficient documentation that action has been taken to carry out the terms and conditions of the agreement. Upon receipt of the requisite financial and narrative reports and other forms required by LWD and upon appropriate certification by the director of finance and accounting of LWD, LWD will pay the grantee per the agreement's payment schedule.
- B) A Payment Voucher (Form PV 6/93) form will be submitted in a form satisfactory to LWD, with supporting documentation that the contracted services are operational and will continue to be for the period specified in the agreement. At its discretion, LWD may request additional reports.

#### **10) REPORTING REQUIREMENTS**

The grantee agrees to provide all reports specified in the agreement within the established timeframe and to the satisfaction of LWD. Financial reports are to be reported on the accrual basis of accounting.

#### **11) STATE MONITORING, EVALUATION AND AUDIT**

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

- A) The grantee agrees to cooperate with any monitoring, evaluation and/or audit conducted by LWD or their designees and authorized agents.
- B) The grantee will maintain its records and accounts in such a way as to facilitate the preparation of financial statements in accordance with generally accepted accounting principles and the audits thereof and ensure that subgrantees also maintain records which are auditable. The grantee is responsible for any disallowed costs resulting from any audit exceptions incurred by its own organization or that of its subgrantees.

- C) LWD reserves the right to build upon the audit received. Interim audits may be conducted at the discretion of LWD.
- D) The grantee agrees to provide full access to their books and records and to submit to any audit or review of financial and compliance requirements of LWD.
- E) The grantee agrees to include in the engagement letter or agreement with any independent audit firm language that LWD is granted access to any and all work papers that support or address any and all findings that are in regards to LWD funds.

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

- F) All grantees that expend \$750,000 or more in federal financial assistance or state financial assistance within their fiscal year must have annual single audits or program-specific audits performed in accordance with Subpart F – Audit Requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and state policy.
- G) All grantees that expend less than \$750,000 in federal or state financial assistance within their fiscal year, but expend \$100,000 or more in state and/or federal financial assistance within their fiscal year, must have either a financial statement audit performed in accordance with Government Auditing Standards (Yellow Book) or a program-specific audit performed in accordance with Subpart F – Audit Requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and state policy.
- H) Program-specific audits in accordance with Subpart F – Audit Requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards can be elected when a grantee expends federal or state awards under only one federal or state program and the federal or state program’s statutes, regulations, or terms and conditions of the grant award do not require a financial statement audit of the recipient.
- I) All grantees that expend less than \$100,000 in federal or state financial assistance within their fiscal year, but expend \$50,000 or more in federal or state financial assistance within their fiscal year must have a special report applying agreed upon procedures including, but not limited to, reviewing and testing the cost and expenses incurred for which reimbursement was requested to determine their propriety under the contract and review of the training records which substantiate training was completed in accordance with the contracts. The procedures to be followed will be provided by the department’s Office of Internal Audit.
- J) Although Subpart F – Audit Requirements allows specific provisions for biennial audits; state policy continues to require all audits to be performed on an annual basis.
- K) In addition to federal-required reports and opinions, grantee single audits must contain similar reports and opinions for state funds.
- L) Grantee single audit reports must include a supplementary schedule of the entity’s state grant and state financial assistance programs. This schedule must show for each program:
  - State Grantor Organization;
  - Program Title/Name;

- State Grant Award Number or Account Number;
- Grant Award Period;
- Fiscal Year Grant Expenditures;
- Total Grant Expenditures to Date.

The following section M pertains to for-profit organizations:

- M) All grantees that expend \$50,000 or more in federal or state financial assistance within their fiscal year must have either:
- A grant specific audit in accordance with Government Auditing standards (Yellow Book), or;
  - A financial audit report conducted under generally accepted auditing standards which includes a separate report on compliance with contractual provisions, or;
  - A special report applying agreed upon procedures including, but not limited to, reviewing and testing the cost and expenses incurred for which reimbursement was requested to determine their propriety under the contract and review of the training records which substantiate training was completed in accordance with the contracts. The procedures to be followed will be provided by the Department's Office of Internal Audit.

## 12) RECORDS

The grantee agrees to collect, maintain and, upon request, report equal opportunity information, including sex, age, disability, ethnicity, and race, for all individuals who apply for benefits or services financially assisted by the program. Such records must include, but are not limited to, records on applicants, registrants, eligible applicants and registrants, participants, ex-participants, employees and applicants for employment. The grantee agrees to record the race, ethnicity, sex, age and where known, disability status of every applicant, registrant, eligible applicant and registrant, participant, ex-participant, applicant for employment and employee. The grantee further agrees to comply with the requirements of 2 C.F.R 200.79 and 2 C.F.R 200.82 which governs the use of personally identifiable information (PII). Such information must be stored in a manner that ensures confidentiality and must be used only for the purposes of recordkeeping and reporting; determining eligibility, where appropriate; determining the extent to which the grantee is operating the program or activity in a nondiscriminatory manner; or other use authorized by law. Where designation of individuals by race or ethnicity is required, the guidelines of the Office of Management and Budget must be used.

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

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

### **13) PROCUREMENT STANDARDS**

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

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

### **14) PROPERTY**

The grantee is responsible and accountable for all equipment and property purchased with funds under this agreement, including purchases made by any subgrantee receiving payments on behalf of the grantee. A current inventory of such property and equipment, with a value of \$1,000 or more, shall be maintained by the grantee. Procedures for property records are outlined in the state of New Jersey Treasury Circular 11-19, <http://www.state.nj.us/infobank/circular/cir1119b.pdf>, and the grantee shall follow those procedures. The grantee agrees to provide the same security and safekeeping measures for property paid for under this agreement as the grantee provides for the same or similar property owned by the grantee. The grantee agrees to impose similar conditions upon any subgrantee engaged to provide services under this agreement.

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

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

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

This workforce product was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. This product was created by the grantee and does not necessarily reflect the official position of the

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

## **15) TRAVEL AND CONFERENCES**

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

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

## **16) SUBCONTRACTING**

The grantee will perform all terms and conditions of this agreement unless a provision allowing the subcontracting of work is contained in the agreement. All terms and conditions applicable to the grantee apply to any subcontractors or third parties hired by the grantee. None of the work or services covered by this agreement shall be contracted or subcontracted without the prior written approval of LWD. Any work or services contracted or subcontracted out hereunder shall be specified in detail by written contract or subcontract. The grantee agrees to impose similar conditions upon any subgrantee to ensure their compliance with all the terms and conditions of this agreement. LWD

\* retains the authority to review and approve or disapprove all contracts or subcontracts executed to provide the services for which the funds are being provided. At LWD's request, the grantee will promptly forward copies of any contracts or subcontracts and fiscal, programmatic and other material pertaining to said subgrantee.

## **17) MODIFICATIONS**

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

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

## **18) DISPUTES**

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

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

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

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

## **19) SEVERABILITY**

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

## **20) TERMINATION**

- A) Termination for Convenience – LWD or grantee may request a termination for any reason. LWD or grantee shall give 90 days' advance notice, in writing, to the other parties to this agreement of the effective date of such termination. The grantee shall be entitled to receive just and equitable compensation for any services satisfactorily performed hereunder through the date of termination.
- B) Termination for Cause – LWD may terminate this agreement when it has determined that the grantee has failed to provide the services specified, or has failed to comply with any of the provisions contained in this agreement or approved application, or otherwise breached the terms of this agreement. If the grantee fails to perform in whole or in part under this agreement, or fails to make sufficient progress so as to endanger performance, or otherwise breaches the terms of this agreement, LWD will notify the other parties to this agreement of such unsatisfactory performance or breach in writing. The grantee has 10 working days in which to respond with a plan agreeable to LWD for correction of the deficiencies. If the grantee does not respond within the appointed time with corrective plans satisfactory to LWD, LWD will serve a termination notice on the grantee which will become effective within 10 days after receipt. In the event of such termination, LWD shall only be liable for payment for services rendered prior to the effective date of the termination, provided such services are performed in accordance with the provisions of this agreement.
- C) Termination or Reduction of Funds
  - 1) The grantee agrees that major changes to this agreement, both in terms of program content and funding levels, may be required prior to its implementation or during the term of its operations due to new or revised legislation or regulations. The grantee agrees that any such

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

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

## **21) CONTRACT CLOSEOUT**

- A) The following definitions shall apply for the purpose of this section:
  - 1) Contract Closeout – The closeout of an agreement is the process by which LWD determines that all applicable administrative actions and all required work of the agreement have been completed by the grantee.
  - 2) Date of Completion – The date by which all activities under the agreement are completed, or the expiration date in the grant award document, or any supplement or amendment thereto.
- B) The grantee shall submit a closeout package per the terms of the agreement, unless otherwise extended by LWD, after completion of the agreement period or termination of the agreement. Closeout forms will be supplied by LWD.
- C) The grantee will, together with the submission of the closeout package, refund to LWD any unexpended funds or unobligated (unencumbered) cash advances except such sums as have been otherwise authorized, in writing, by LWD to be retained.
- D) Within the limits of the agreement amount, LWD may make a settlement for any upward or downward adjustments of costs after the final reports are received.
- E) The grantee is responsible for those costs found to be disallowed, including those of any subgrantee paid from funds under this agreement, and LWD retains the right to recover any appropriated amount after fully considering the recommendations on disallowed costs resulting from the final audit, even if a final audit has not been performed prior to the closeout of the agreement.
- F) The grantee shall account for any property received from LWD or acquired with funds under this grant, including any property received or acquired by a subgrantee under this grant.

## **22) PERFORMANCE**

The grantee assures performance will be in accordance with, and within the period of, this agreement and will immediately report any conditions that may adversely affect performance to LWD as soon as they become known. Any fraud or suspected fraud involving granted funds must be reported to LWD within 48 hours of its discovery.

## **23) CONFLICTS OF INTEREST**

The grantee shall avoid organizational conflicts of interest or the appearance of conflicts of interest in the conduct of procurement activities. Any gratuities offered by the grantee, its agent or representative to any officer, director or employee of LWD with a view toward securing this agreement or securing favorable treatment with respect to the awarding, amending or the making of any determination will render the agreement voidable at the option of LWD, and may justify further action under applicable state and/or federal laws.

**24) BONDING AND INSURANCE**

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

**25) AVAILABILITY OF FUNDS**

The grantee shall recognize and agree that both the initial provision of funding and the continuation of such funding under the agreement is expressly dependent upon the availability to LWD of funds appropriated by the state Legislature from state and/or federal revenue or such other funding sources as may be applicable. A failure of LWD to make any payment under this agreement or to observe and perform any condition on its part to be performed under the agreement as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of the agreement by LWD or an event of default under the agreement and LWD shall not be held liable for any breach of the agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from LWD beyond the duration of the award period set forth in the agreement and in no event shall the agreement be construed as a commitment by LWD to expend funds beyond the termination date set in the agreement.

**26) LIABILITY**

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

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

The grantee shall be solely responsible for and shall keep, save and hold the state of New Jersey harmless from all claims, loss, liability, expense or damage resulting from all mental or physical injuries or disabilities, including death to its employees or recipients of the grantee’s services or to any other persons or from any damage to any property sustained in connection with the delivery of the grantee’s services that results from any acts or omissions, including negligence or malpractice of any of its officers, directors, employees, agents, servants or independent contractors or from the grantee’s failure to provide for the safety and protection of its employees, whether or not due to negligence, fault or default of the grantee. The grantee’s responsibility shall also include all legal fees and costs that may arise from these actions. The grantee’s liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

\_\_\_\_\_  
**Printed Name and Title**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

## New Jersey Assurances, Certifications and Requirements

### 1) NEW JERSEY PREVAILING WAGE ACT (When Applicable)

a. Pursuant to NJSA 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in NJAC 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at [http://lwd.dol.state.nj.us/labor/wagehour/wagerate/pwr\\_construction.html](http://lwd.dol.state.nj.us/labor/wagehour/wagerate/pwr_construction.html).

### 2) THE PUBLIC WORKS CONTRACTORS REGISTRATION ACT

a. NJSA 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate at the time the bid proposal is submitted. After bid Proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed subcontractors at any tier have their certificate prior to starting work on the job.

b. Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act (NJSA 34:11-56.25 et seq.). It applies to contractors based in New Jersey or in another state.

c. The law defines "public works projects" as contract for "public work" as defined in the Prevailing Wage statute (NJSA 34:11-56.25(5)). The term means:

i. "Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.

ii. "Public Work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds..."

iii. "Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

d. To register, a contractor must provide the State Department of labor with a full and accurately completed application form. The form is available online at [www.state.nj.us/labor/lssc/lspubcon.html](http://www.state.nj.us/labor/lssc/lspubcon.html). NJSA 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate or registration.

**3) NON-COLLUSION AFFIDAVIT**

a. The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted intact with the proposal.

**4) NON-DISCRIMINATION**

a. There shall be no discrimination against any employee engaged in the work required to produce the commodities covered by any contract resulting from this bid, or against any applicant to such employment because of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality. This provision shall include, but not be limited to the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this bid.

**5) MANDATORY EEO/AFFIRMATIVE ACTION EVIDENCE**

a. No firm may be issued a contract unless they comply with the EEO/AFFIRMATIVE ACTION REGULATIONS of PL 1975, c.127, as amended from time to time, and the AMERICANS WITH DISABILITIES ACT.

b. Procurement, Professional and Service Contracts

i. ALL successful vendors must submit prior to an award of the contract one of the following:

1. A photocopy of their Federal Letter of Affirmative Action Plan Approval, or

2. A photocopy of their State Certificate of Employee Information Report, or

3. A photocopy of completed Affirmative Action Employee Information Report; AA302 – Available online at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance)

c. Construction Contracts

i. All successful contractors must submit prior to signing of the contracts an Initial Project Manning Report (AA201-avaialbe online at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance) for any contract award that meets or exceeds the bidding threshold.

**6) NEW JERSEY RIGHT TO KNOW (NJRTK)**

a. 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). (NJAC 8:59-5) or adhere to the requirements of The Globally Harmonized System of Classification and Labeling of Chemicals (GHS) and the US 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.

**7) STATEMENT OF CORPORATE OWNERSHIP**

a. In accordance with N.J.S.A. 52:25-24.2, no corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, shall be awarded a contract, unless prior to the receipt of the bid or accompanying the bid of the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, subchapter S corporation or sole proprietorship, there is submitted to the County a statement setting forth the names and

addresses of all stockholders who own 10% or more of the stock, of any class or of all individual partners who own a 10% or greater interest in the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder and individual partner, exceeding the 10% ownership criteria established in this act has been listed. This form shall be signed and submitted with the bid/proposal whether or not a stockholder or partner owns less than 10% of the business submitting the bid. Failure to comply requires mandatory rejection of the bid/proposal.

**8) ACQUISITION, MERGE, SALE AND/OR TRANSFER OF BUSINESS, ETC**

a. It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and/or transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit, when required, a performance bond in the amount of the open balance of the contract.

**9) INSURANCE AND INDEMNIFICATION**

a. If it becomes necessary for the contractor, either as principal or by agent or employee, to enter upon the premises or property of the owner in order to construct, erect, inspect, make delivery or remove property hereunder, the contractor hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accident, injuries, damages, or hurt to person or property during the course of the work herein covered and be his/her sole responsibility.

b. The contractor further covenants and agrees to indemnify and save harmless the owner from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss occurred for or by reason of the violation of any owner regulation, ordinance or the laws of the State, or the United States while said work is in progress.

c. The contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided with the owner named as additional insured.

d. **INSURANCE REQUIREMENTS**

i. **Workers Compensation and Employer's Liability Insurance**

1. **Worker's Compensations Insurance** in the statutory limits including Employer's Liability in an amount no less than \$500,000.00

ii. **General Liability Insurance**

1. **General liability insurance** in an amount not less than \$1,000,000.00 combined single limit including broad form comprehensive general liability endorsement, and shall include provisions for thirty (30) days written notice of cancellation and/or modification of coverage. The County of Bergen shall be included as an additional insured.

iii. **Automobile Liability Insurance**

1. **Comprehensive General Automobile Liability insurance** in an amount no less than \$1,000,000.00 in an amount no less than \$1,000,000.00 combined single limit covering owned, hired, and non-owned autos, and shall include provisions for thirty (30) days written notice to the County of cancellation and/or modifications of such policies, except for non-payment which would be ten (10) days, and the contractor/vendor

shall provide the Office of County Counsel with certificates of insurance evidencing such policies and provisions.

**e. CERTIFICATES OF THE REQUIRED INSURANCE**       YES     NO

i. Certificates as listed above shall be submitted along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker's Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the OWNER as an additional insured.

ii. Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the OWNER as an additional insured.

**f. Indemnification**

i. Successful respondent shall indemnify and hold harmless the OWNER from all claims, suits or actions and damages or costs of every name and description to which the OWNER may be subjected or put by reason of injury to the person or property of another, or the property of the OWNER, resulting from negligent acts or omissions on the part of the bidder, the bidder's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.

**10) AMENDMENTS TO NJSA 2C:21-33 et. Seq. "TRUTH IN CONTRACTING"**

a. New provisions of law govern false claims and representation. It is a serious crime for the vendor to knowingly submit a false claim and/or knowingly make material misrepresentation. There are enhanced penalties for areas of false claims, bid rigging and bribery, gratuities and gifts; and conflict of interest. Please consult the statute for further information.

**11) NJ BUSINESS REGISTRATION PROGRAM**

a. Certificate required pursuant to C57, PL2004. Certificate required pursuant to C57, PL2004; failure to be registered by time of contract award may be cause for rejection. Entities or individuals that need to file for a certificate may do so on-line through the NJ Division of Local Government Services at the following link: <http://www.state.nj.us/treasury/revenue/busregcert.shtml>

**12) "PAY TO PLAY" NOTICE OF DISCLOSURE REQUIREMENT – PL 2005, Chapter 271, Section 3 Reporting (NJSA 19:44A – 20.27)**

a. Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year is required to file an annual disclosure report with ELEC. The instructions and form are available on the ELEC website.

b. Annual Disclosures require submission by March 30<sup>th</sup> of each year covering contracts and contributions for the prior calendar year.

c. At minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at [www.elec.state.nj.us](http://www.elec.state.nj.us).

d. If you have any questions please contact ELEC at: 1-888-313-ELEC(3532) or 609-292-8700

**13) County of Camden Disclosure for Political Contribution Disclosure Forms**

**a. IE "Sunshine Form"**

**b.** This forms needs to be completed in its entirety regardless of the contract's total dollar value.

**c.** No vendor is exempt from filling out this form.

d. Failure to complete this form may delay award of the contract or could eliminate your bid or proposal from being considered

e. THE SUNSHINE FORM MUST BE COMPLETED IN THEIR ENTIRETY IN SECTION A, SIGNED AND DATED IN SECTION A, SIGNED AND DATED IN SECTION D (IF APPLICABLE) AND ON THE SECOND PAGE (IF APPLICABLE).

**14) WDB’s Establishing & Maintaining Confidentiality Directive**

Contractor shall adhere to WDB’s Establishing & Maintaining Confidentiality Directive and require all staff to sign WDB’s Individual Non-Disclosure & Confidentiality Certification Form upon initial hire.

**15) DISCLOSURE STATEMENT**

The attention of prospective bidders is drawn to the provisions of the Local Government Ethics Law (N.J.S.A. 40A:9-22-1, et seq.) which prohibits a Camden County Workforce Development Board (CCWDB) Officer or employee or member of his/her immediate family from having an interest in a business organization or engaging in any business transaction, or professional activity which is in substantial conflict with the proper discharge of his duties in the public interest.

In furtherance thereof, every bidder must disclose below, being a Camden County Workforce Development Board officer or employee or whether an immediate family member is a CCWDB officer or employee. If the bidder is a business organization, then disclosure shall be made with respect to anyone having an interest in the business and their immediate family members.

Please answer the following:

Is the bidder, or a member of the bidder’s immediate family, or anyone having an interest in the bidder’s business organization including their immediate family members, an officer or employee of the Camden County Workforce Development Board?

NO \_\_\_\_\_ YES \_\_\_\_\_

S\ \_\_\_\_\_

\* President, Vice President or Signature of Authorized Representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**16) MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of 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:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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](http://www.state.nj.us/treasury/contract_compliance))

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

**17) EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE**

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

**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 the 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.

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 must 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 must be renewed prior to their expiration date in order to remain valid.

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 must 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](http://www.state.nj.us/treasury/contract_compliance).

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

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5031 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.

**18) BUSINESS REGISTRATION CERTIFICATE (BRC) COMPLIANCE**

Name of Form:	<b>BUSINESS REGISTRATION CERTIFICATE</b>
Statutory Reference:	N.J.S.A. 52:32-44 (P.L. 2004, c.57)
To Obtain Proof of Registration or to Register for a NJ BRC	<a href="http://www.nj.gov/treasury/revenue/proofreg.shtml">http://www.nj.gov/treasury/revenue/proofreg.shtml</a>
Description:	Contractor must provide State Division of Revenue issued Business Registration Certificate with the proposal submission.

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) Subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers\* or attest that none was used; and,
- 4) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency.

Detailed information on this requirement is available by calling (609) 292-9292 or can be found in Division of Local Government Services Finance Notices 2004-17 (8/6/04), 2004-24 (11/1/04), 2005-12 (4/27/05 and on the Division web site at [www.nj.gov/dca/lgs/lpcl](http://www.nj.gov/dca/lgs/lpcl). These resources and a Frequently Asked Questions resource should be consulted when questions arise.

Certified by:

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Signature of Authorized Official	Title	Date
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Typed/Printed Name of Signatory

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Name of Organization

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

**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, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the 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 and return it with the RFP will render a bidder's proposal non-responsive and the RFP will be rejected.** If the Director finds a person or entity to be in violation of 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 party.

**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 on its behalf. I will skip Part 2 and sign and complete the Certification below.**

OR

**I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities in Part 2 below 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 - add additional sheets if necessary.**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing below:

Name of Entity: \_\_\_\_\_; Relationship to Bidder: \_\_\_\_\_

Description of Activities: \_\_\_\_\_  
\_\_\_\_\_

Duration of Engagement: \_\_\_\_\_ Anticipated Cessation Date: \_\_\_\_\_

Bidder/Offeror Contact Name: \_\_\_\_\_; Contact Phone: \_\_\_\_\_

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

**BIDDER:** \_\_\_\_\_

**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 Camden 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 Camden and that the County at its sole option may declare any contract(s) resulting from this certification void and unenforceable.**

Full Name (Print): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_