NOTICE OF RFP

The County of Somerset is soliciting proposals through the competitive contracting process in accordance with N.J.S.A. 40A:11-4.1, et seq.

Sealed RFP responses will be received by the Purchasing Agent on May 13, 2016 at 2:30 pm in the Purchasing Division, County Administration Building, 20 Grove Street, Somerville, New Jersey 08876 at which time and place responses will be opened and read for:

WORKFORCE INNOVATIONS AND OPPORTUNITY WIOA
PY2016 YOUTH OUTREACH, REFERRAL, EDUCATION AND TRAINING SERVICES
CONTRACT #: CY-COM-0006-16

A vendor pre-proposal meeting will be conducted at 10:00AM on Friday, April 22, 2016 at the offices of The Greater Raritan One Stop, 27 Warren Street, 2nd Floor, Somerville, New Jersey 08876. All potential respondents are encouraged to attend.

Specifications and instructions may be obtained at the Purchasing Office or on the County Website, www.co.somerset.nj.us/notice.html.* We are storing all responses electronically; therefore submit all pages of the response on a CD in addition to the printed copies.

*RFP Addenda will be issued on the website. Therefore, interested respondents should check the website from now through RFP opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

Respondents shall comply with the requirements of P.L. 1975 C127 (N.J.S.A. 17:27 et seq.)

Karen L. McGee, RPPO, QPA
Purchasing Agent
Date Advertised: 4/16/16

REV 5/12/15
Introduction

I. Introduction

The Greater Raritan Workforce Development Board (GRWDB), serving Hunterdon & Somerset Counties, New Jersey, has oversight responsibilities of the Greater Raritan One Stop Career Training Services Center. The GRWDB allocates Workforce Investment and Innovation Act (WIOA) and other federal and state funds to the Greater Raritan One Stop Career Training Services Center (Greater Raritan One Stop). The Greater Raritan One Stop is tasked with investing these federal funds in programs and services that support the organization in meeting or exceeding performance measures established by the United States Department of Labor (USDOL), the New Jersey State Education and Training Commission (SETC) and the New Jersey Department of Labor and Workforce Development (NJLWD).

The GRWDB has identified career paths vs. employment as one of its strategic objectives. This strategic objective aligns with the mission of Workforce Innovation and Opportunity Act (WIOA) youth programming: to ensure that youth with federally defined barriers to employment are prepared for placement in a career path that will sustain financial independence. This will be accomplished through work readiness education, participation in a work experience and receipt of a nationally recognized credential.

Under WIOA, there are 14 program elements that must be made available to youth participating in programs. This RFP addresses nine of these program elements: work experiences; occupational skill training; education offered concurrently with workforce preparation activities; leadership opportunities; supportive services; financial literacy; entrepreneurial training; labor market and employment information; activities that help youth prepare and transition to postsecondary education and training.

The GRWDB, through the County of Somerset, New Jersey, as the designated Fiscal Agent, is issuing a Request for Proposals for one or more organization(s) to provide WIOA Youth Recruitment and Referral and WIOA Youth Work Based Learning for youth ages 16-24 in Hunterdon County and Somerset County.

Respondents are expected to understand federal and state laws, regulations and guidelines governing the use of WIOA Youth funds and must deliver services consistent with those laws, regulations, and guidelines including OMB Circular A-133 and NJ Circular 04-04 OMB. The successful respondent will be contracted through the County of Somerset, New Jersey Department of Human Services and the One Stop Operator.

The Request for Proposal is for WIOA youth programming to be provided by one or more organization(s) for the time period of July 1, 2016 – June 30, 2017 with the option to extend the contract on an annual basis for up to an additional four (4) years through June 2021. The total anticipated funds available for the first 12 months is $311,000.00 and must serve a contracted minimum number of youth in Hunterdon County and Somerset County (see details in section below). Funding is dependent upon receipt of funds from the New Jersey Department of Labor and Workforce Development for each fiscal year. There is no guarantee of funds or of contract extension. Funding recommendations will be made to the Somerset County Board of Chosen Freeholders during the annual GRWDB Budget Process.

Anticipated Funding and Level of Service

Funding is dependent upon receipt of funds from the New Jersey Department of Labor and Workforce Development. There is no guarantee of funds or of contract extension.

The successful respondent must provide WIOA youth programming until the end of the contract year once minimum levels of service are met. The estimated minimum level of service based on anticipated funds is indicated below. Responders are to check the County of Somerset website for addendum (www.co.somerset.nj.us). If actual funds are known, it will be posted.
<table>
<thead>
<tr>
<th>Program</th>
<th>Anticipated Funds</th>
<th>Minimum Level of Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Hunterdon County Youth Recruitment and Referral</td>
<td>$80,000.00</td>
<td>53</td>
</tr>
<tr>
<td>B. Somerset County Youth Recruitment and Referral</td>
<td>$120,000.00</td>
<td>80</td>
</tr>
<tr>
<td>C. Hunterdon and Somerset County Youth Work Based Learning</td>
<td>$111,000.00</td>
<td>62</td>
</tr>
<tr>
<td><strong>Total Funds</strong></td>
<td><strong>$311,000.00</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Program Design**

This request for Proposals is part of a larger continuum of services designed to serve eligible youth in Hunterdon and Somerset Counties. The three elements of this program design include:

- **Youth Recruitment and Referral**: Activity where potentially eligible youth are identified, recruited and referred to Youth Employment Services for final determination of eligibility based on federal regulations.
- **Youth Employment Services (YES)**: Activity where referred youth develop Individual Services Strategies (ISS) and receive tutoring to address literacy and numeracy, intensive case management and referral to ancillary services (such as mental health/substance abuse counseling and housing) that address primary barriers to employment, referrals to Youth Work Based Learning and twelve months of follow up.
- **Youth Work Based Learning**: Activity where eligible youth receive work readiness education, hands on work experience and a nationally recognized credential.

This RFP is seeking proposals for Youth Recruitment and Referral and Youth Based Work Learning and Credential. This RFP is not seeing proposals for Youth Employment Services (YES) programming.

**Collaboration**

The Greater Raritan Workforce Development Board encourages partnerships and collaborations among organizations having specific talents and resources relative to the goals and objectives of youth workforce investment efforts in Hunterdon and Somerset County. Respondents who propose provision of services through partnerships and collaboration will receive greater consideration.

Any response to this Request for Proposals that involves more than one agency or entity must clearly state and identify the Lead Agency. Responses to this Request for Proposals must also clearly communicate the specific roles of partner organizations and detail the use of financial resources.

2. **Administrative Conditions and Requirements**

The following items express the conditions and requirements of this RFP. Together with the other RFP sections, they apply to the RFP process, the subsequent contract, and project production. Any proposed change, modification, or exception to these conditions and requirements may be the basis for the County of Somerset, hereinafter referred to as owner, to determine the proposal as non-responsive to the RFP and will be a factor in the determination of an award of a contract. The contents of the proposal of the successful respondent, as accepted by the owner, will become part of any contract awarded as a result of this RFP.
2.1 Schedule

The dates established for respondent proposals, proposal review, contractor selection and project initiation are:

2. Pre-proposal Meeting: April 22, 2016 @ 10:00am
3. Proposal Due Date: May 13, 2016 @ 2:30pm
5. Recommendation to GRWDB: June 9, 2016
7. Contract Execution and Project Initiation: July 1, 2016

A vendor pre-proposal meeting will be conducted at 10:00am on Friday, April 22, 2016 at the offices of the Greater Raritan Workforce Investment Board, 27 Warren Street, 2nd Floor, Somerville, New Jersey 08876. All potential Respondents are encouraged to attend.

2.2 Proposal Submission Information

Submission Date and Time:  **May 13, 2016 at 2:30pm**

One (1) Original & One (1) copy and One (1) copy on CD .pdf format of the RFP Response.

NOTE: 3 ring binders –or – elaborate binding is unnecessary

The County is storing all responses electronically; therefore submit **all pages** of the response on a CD in addition to the printed copies.

**Submission Office:**
Somerset County Purchasing Office
20 Grove Street, 3rd floor
Somerville, NJ 08876

Clearly mark the submittal package with the title of this RFP and the name of the responding firm, addressed to the Purchasing Agent. The original proposal shall be marked to distinguish it from the (1) copy.

Only those RFP responses received prior to or on the submission date and time will be considered. Responses delivered before the submission date and time specified above may be withdrawn upon written application of the respondent who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. After the submission date and time specified above, responses must remain firm for a period of sixty (60) days.

2.3 Using Department Information

Greater Raritan One Stop
2.4 County Representative for this Solicitation

Please direct all questions in writing to:
Karen L. McGee, QPA
Fax: 908-575-3917
Email: mcgee@co.somerset.nj.us

2.5 Interpretations and Addenda

Respondents are expected to examine the RFP with care and observe all its requirements. All questions about the meaning or intent of this RFP, all interpretations and clarifications considered necessary by the owner’s representative in response to such comments and questions will be issued by Addenda mailed or delivered to all parties recorded as having received the RFP package. Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements or clarifications are without legal effect.

2.6 Quantities of Estimate

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

2.7 Cost Liability and Additional Costs

The owner assumes no responsibility and liability for costs incurred by the respondents prior to the issuance of an agreement. The liability of the owner shall be limited to the terms and conditions of the contract. Respondents will assume responsibility for all costs not stated in their proposals. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the owner as noted in 2.6, are not to be billed and will not be paid.

2.8 Statutory and Other Requirements

2.8.1 Compliance with Laws

Any contract entered into between the contractor and the owner must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law. The contractor must agree to comply with the non-discrimination provisions and all other laws and regulations applicable to the performance of services there under. The respondent shall sign and acknowledge such forms and certificates as may be required by this section.

2.8.2 Mandatory EEO/Affirmative Action Compliance

No firm shall be issued a contract unless it complies with the EEO/Affirmative Action requirements of P. L. 1975, C. 127 as identified in the documents attached hereto. The form shall be properly executed.
2.8.3 **Americans with Disabilities Act of 1990**

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read American with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The contractor is obligated to comply with the Act and hold the owner harmless.

2.8.4 **Stockholder Disclosure**

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods, unless, with receipt of the proposal of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or greater interest therein. The Respondent shall complete and submit the form of statement that is included in this RFP.

2.8.5 **Non-Collusion Affidavit**

The Non-Collusion Affidavit, which is part of this RFP, shall be properly executed and submitted with the RFP response.

2.8.6 **N.J. Business Registration Certificate**

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](http://www.state.nj.us/treasury/revenue/busregcert.shtml)


1. Any business 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.
2. Annual Disclosures require submission by March 30th of each year covering contracts and contributions for the prior calendar year.
3. At a 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).
4. If you have any questions please contact ELEC at: 1-888-313-ELEC (3532) (toll free in NJ) or 609-292-8700

2.8.8 **Assign, Sublet or Transfer Any Rights/Interests**

Neither the County nor the Contractor shall assign, sublet, or transfer any rights or interest in this Agreement without the prior written consent of the other party. Unless specifically stated to the contrary, in writing, prior to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing herein shall be construed to give any rights or benefits to anyone other than the County and the Contractor.

2.8.9 **Insurance and Indemnification**

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.

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 incurred 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.

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.

**A. Insurance Requirements:**

**Worker’s Compensation and Employer’s Liability Insurance**

This insurance shall be maintained in full force during the life of this contract by the contractor covering all employees engaged in performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6. Minimum Employer’s Liability $1,000,000.00.

**General Liability Insurance**

This insurance shall have limits of not less than $3,000,000.00 any one person and $3,000,000.00 any one accident for bodily injury and $3,000,000.00 aggregate for property damage, and shall be maintained in force during the life of the contract.

**Automobile Liability Insurance**

This insurance covering contractor for claims arising from owned, hired and non-owned vehicles with limits of not less than $3,000,000.00 any one person and $3,000,000.00 any one accident for bodily injury and $3,000,000.00 each accident for property damage, shall be maintained in force during the life of this contract by the contractor.

**B. Certificates of the Required Insurance**

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.

The contractor shall provide the County with a Certificate of Insurance naming the County as additionally insured, evidencing the existence of required insurance prior to the commission of work. Said insurance must include coverage for complete operations, contractual insurance and independent contractor or subcontractor insurance, where and if applicable.

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

Somerset County will not accept Mutual Limitation of Liability terms.

**C. Indemnification**

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 respondent, the respondent’s agents, servants or subcontractors in the delivery of goods and
services, or in the performance of the work under the contract.

2.8.10 HIPAA

Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) as maybe amended from time to time, and the corresponding HIPAA regulations for the confidentiality and security of medical information.

The Contractor shall:
- Not use or disclose protected health information other than as permitted or required by law
- Use appropriate safeguards to protect the confidentiality of the information
- Report any use or disclosure not permitted

The contractor, by execution of the contract, shall thereby indemnify and hold the owner harmless from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of the failure of the contractor to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) or any other statute or case law protecting the privacy of persons using its services.

2.8.11 Proof of Licensure

Proof of licensure for providing services in the State of New Jersey, for either the firm or the person responsible for the work, shall be provided as required.

2.8.12 Disclosure of Investment Activities in Iran

Pursuant to P.L. 2012, c.25 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran.
2.9 Public Emergency

In the event of a Public Emergency declared at the Local, State or Federal Level, if the owner opts to extend terms and conditions of this RFP, the contractor agrees to extend the terms and conditions of this RFP, whether existing, expiring or expired no longer than six months, for goods and/or services for the duration of the emergency. In the event the original contractor cannot meet this requirement, the owner may solicit the goods and/or services from any bidder on this contract.

2.10 Multiple Proposals Not Accepted

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

2.11 Failure to Enter Contract

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

2.12 Commencement of Work

The contractor agrees to commence work after the date of award by the owner and upon notice from the using department.

2.13 Termination of Contract

If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the Contract or if the contractor violates any requirements of the Contract, the owner shall thereupon have the right to terminate the Contract by giving written notice to the contractor of such termination at least thirty (30) days prior to the proposed effective date of the termination. Such termination shall relieve the owner of any obligation for the balances to the contractor of any sum or sums set forth in the Contract.

The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the owner under this provision.

In case of default by the contractor, the owner may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

2.14 Non-Allocation of Funding Termination

Each fiscal year payment obligation of the Owner is conditioned upon the availability of Owner funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the Contractor hereunder, whether in whole or in part, the Owner at the end of any particular fiscal year may terminate such services. The Owner will notify the Contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the Owner to terminate this Agreement during the term, or any service hereunder, merely in order to acquire identical services from a third party contractor.
2.15 Force Majeure
Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of this Agreement if the fulfillment of any term or provision of this Agreement is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of this Agreement is delayed or prevented by any court order, or action or injunction or other such agreement, this Agreement shall become voidable by the County of Somerset by notice to each party.

2.16 The owner and the Contractor each bind themselves and their successors, executors, administrators, heirs and assigns and legal representatives of the other party respecting all covenants and agreements and obligations of this contract.

2.17 The terms of this Agreement shall be construed and interpreted, and all respective rights and duties of the parties shall be governed by the laws of the State of New Jersey.

2.18 Challenge of Specifications
Any respondent who wishes to challenge a specification shall file such challenge in writing with the Purchasing Agent no less than three (3) business days prior to the opening of the RFP's. Challenges filed after that time shall be considered void and having no impact on the owner or the award of contract.

2.19 Payment
Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed and the Proposal Cost Form.

The owner may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:

1. Deliverables not complying with the project specification;
2. Claims filed or responsible evidence indicating probability of filing claims;
3. A reasonable doubt that the Contract can be completed for the balance then unpaid.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

2.20 Non-payment of Penalties and Interest on Overdue Bills
Public funds may be used to pay only for goods delivered or services rendered. Somerset County will not pay penalties and/or interest on overdue bills. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the County to pay additional fees.

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

Ownership of all data, materials and documentation originated and prepared for the owner pursuant to this contract shall belong exclusively to the owner. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the owner upon completion of the project. The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner. All information supplied to the owner may be required to be supplies on CD-ROM media compatible with the owner’s computer operating system: (describe here) i.e. windows based, Microsoft Office Suite 2007 or greater.

2.23 Source of Specifications/RFP Packages

Official County Request for Proposal (RFP) packages for routine goods and services are available from www.co.somerset.nj.us at no cost to the prospective respondents. All addenda are posted on this site. Potential respondents are cautioned that they are responding at their own risk if a third party supplied the specifications that may or may not be complete. The County is not responsible for third party supplied RFP documents.

2.25 Altering Official Document

Respondents shall not write in any margins or alter the official content of Somerset County RFP document.

2.26 W-9

Successful bidder/respondent shall complete W-9 Form and submit to Purchasing prior to contract award. The form is available at the following link: http://www.irs.gov/pub/irs-pdf/fw9.pdf
3.1 Scope of Work

Programs A & B: Youth Recruitment and Referral Services
Youth Recruitment and Referral Services locate, identify, preliminarily screen for eligibility, refer, and provide referral follow up services for potentially eligible youth. Referral is made to Youth Employment Services (YES) staff at the Greater Raritan Career Training Services Center for final eligibility determination. This portion of the Request for Proposals is referred to as Youth Recruitment and Referral.

The goal of Youth Recruitment and Referral Services is to have a minimum of 80 eligible youth from Somerset County, New Jersey and a minimum of 53 eligible youth from Hunterdon County, New Jersey referred to the Youth Employment Service office for regulatory eligibility determination.

The eligible targeted population for federal Workforce Innovation and Opportunity Title 1 Youth funds must:
- Reside in Hunterdon County or Somerset County
- Be between the ages of 16 – 24
- Be out of school as either a drop out or through graduation
- Be low income as determined by New Jersey Department of Labor and Workforce Development guidelines, with the exception of high school drop outs. (Attachment A)

In addition to youth must face one or more of the following challenges:
- Basic skills deficient (as assessed through the TABE test)
- Documented disability (physical, mental health or learning disability)
- Homeless, runaway or foster child
- Pregnant or parenting
- Juvenile justice system/criminal justice system involved
- Local area Youth 6th Barrier (Attachment B)

Additional shifts in eligibility may occur as further guidance from New Jersey Department of Labor and Workforce Development is received and as the state continues its transition from WIA to WIOA.

The Greater Raritan Workforce Development Board is seeking an emphasis on youth aged 18 to 24 who have been out of school for 3 to 6 months and those youth who are basic skills deficient.

Referral of preliminarily screened potentially eligible youth is made to the Youth Employment Services (YES) staff at the Greater Raritan Career Training Services Center.

At the end of the Scope of Work section, please see the numbered outline for the detailed information that must be submitted with each proposal.

Program C: Youth Work Based Learning and Credential
Following are the requirements for responding to the Youth Work Based Learning element of this Request for Proposals.

As mandated by WIOA, each local area must make a 20% investment of its total WIOA youth funds in Youth Work Based Learning. The elements contained in the portion of the scope of work address that mandate. Youth Based Learning and Credential provides activities that help youth transition to postsecondary education and training. In addition, the Youth Based Learning and Credential provides education offered
concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster.

The Youth Work Based Learning and Credential requires the successful respondent to provide work readiness related training and credentialing services to enrolled participants from Hunterdon County and from Somerset County. Respondents must address both Youth Work Based Learning and Credential components of this Request for Proposal.

A total of 133 youth from both Hunterdon County and Somerset County will be recruited and referred to the YES Program, as outlined above in the Scope of Work (Program A and Program B). The YES Program, based on confirmed eligibility and the needs identified in the Individual Services Strategy, will refer appropriate youth to the Youth Work Based Learning and Credential program. It is anticipated that YES staff will refer a minimum of 62 eligible youth to the Youth Work Based Learning and Credential program. The successful respondent must provide a Youth Work Based Learning and Credential Program to a minimum of 62 youth from Hunterdon County and Somerset County.

The successful respondent must provide a stipend of $9.00 per hour for participation in Work Readiness Classroom Training, Community Service and Work Based Learning elements of the Work Based Learning Programming. A stipend is optional for the credential element.

The Work Based Learning and Credential must provide the following elements:

1. Element I: Work Readiness Classroom Training (minimum of 10 hours in total)
   Classroom training must prepare youth to successfully obtain and maintain employment. Work Readiness Classroom Training must be completed before being placed in a Work Based Setting.
   As mandated by WIOA, the curriculum must include the following: financial literacy, entrepreneurship skills and labor market and employment information for the local area.
   In addition, curriculum must include, but is not limited to, instruction in the following areas: resume writing, interview skills, work place behavior, conflict resolution, use of public transportation, how to obtain a driver’s permit and license and dress for success.
   Each youth who completes Work Readiness Classroom Training must be provided with a resume that can be used for job search. A copy of this resume must be forwarded to YES Program staff.

2. Element II: Community Service (minimum of 4 hours in total)
   The respondent must provide leadership opportunities for youth through completion of a total of 4 hours of community service before being placed in a Work Based Learning setting.

3. Element III: Work Based Learning (maximum of 4 weeks)
   Work Based Learning requires the respondent to partner with local businesses to provide one or more of the following to youth: internship, job/career sampling, job shadowing and/or on the job training. For each youth, a specific Work Based Learning Plan must be developed based on the participant’s interests and aptitude in one of the following industry sectors: Life Science; Transportation/Logistics/Distribution; Financial Services; Advanced Manufacturing, Health Care; Technology and Leisure/Hospitality/Retail.

4. Element IV: Credential
   The successful respondent must ensure that each youth participates in programming that will result in a nationally recognized credential. The credential must be earned within 60 days of the start of the training. Receipt of a credential, along with completion of the three other program elements, indicates a successful program completion. Each participant must receive a credential that is specific to his/her chosen career path and have
a connection to one of the following industry sectors: Life Science; Transportation/Logistics/Distribution; Financial Services; Advanced Manufacturing, Health Care; Technology and Leisure/Hospitality/Retail. This may include, but is not limited to the following: Customer Service Credential; Work Readiness Credential; SORA Credential; OSHA Credential and Serve Safe Credential.

Once all four phases are complete, the successful respondent will refer the youth back to the YES Program for further services, including job placement and follow-up.

At the end of the Scope of Work section, please see the numbered outline for the detailed information that must be submitted with each proposal.

### 3.2 REQUIRED AGENCY INFORMATION

**Each agency’s proposal must detail the following:**

Programs A, B, and C

1. Agency’s mission and how it relates to the operation of programming for WIOA youth.
2. Agency’s experience working with youth with barriers to employment. Included, agency must detail its capacity to identify issues that are hindering youth from succeeding in the program as well as its capacity to provide solutions.
3. Agency’s plan to provide services that are culturally responsive to the WIOA youth population.
4. Agency’s timeframe for program start up.
5. Agency’s plan to protect the confidentiality of youth and their program files.
6. Agency’s staffing plan for proposed programming, including job descriptions and staff supervision/reporting structure.
7. Agency’s proposed budget, using the Detailed Budget Form provided (Attachment C). Agency may provide a narrative to accompany the Detailed Budget Form. Please note, start-up costs, capital expenditures and renovation costs are not allowable expenses. This will apply to the purchase of furniture, filing cabinets, cubicle partitions, carpet cleaning, painting, alarm systems, window replacement, etc. In addition, transportation costs can only be reimbursed for mileage at the rate approved by the state of New Jersey, which is currently .31 per mile. Reimbursement for gas and the purchase and/or lease of cars is not permitted under the grant. A maximum of 10% can be spent on program administration. Please note that allowable expenditures for Work Based Learning beyond wages include the following: identifying potential work experience opportunities; working with employers to identify work opportunities and develop work experiences; working with employers to ensure a successful work experience; evaluating the work experience; conducting work experience orientations; classroom training and orientation for employers.
8. Agency must detail its internal system that will be used to report programmatic activities and report fiscal activities to the Greater Raritan One Stop.
9. Agency must certify that it will send electronic weekly updates via e-mail to the YES Program.
10. Agency must certify that it will participate in monthly WIOA Youth meetings coordinated by the Greater Raritan One Stop and maintain a close working relationship with the One Stop Operator.
11. Agency must certify that it will participate in the One Stop’s program monitoring process, which includes a site visit to the agency by a Monitoring Team from the Greater Raritan One Stop.
12. Agency must certify that it will submit required program reports and expenditure reports and back up documentation of expenditures as specified by the Greater Raritan One Stop on a monthly basis and within the first five business days of the month.

13. Agency must certify that it will be in full compliance with the Americans with Disabilities Act.

In addition, agencies submitting proposals for Programs A and B must detail the following:

14. Agency’s proposed plan for identifying youth for recruitment. This plan must be specific and detail municipalities and/or locations to be targeted, system partners (schools, non-profit organizations, government entities and faith based organizations) that will be engaged. It must also detail the specific types of outreach that will be made, which includes where, when and how that engagement will take place. This section must be clear on how outreach will be conducted for youth ages 16-20 and how outreach will be conducted for youth ages 21-24.

15. Agency’s proposed marketing plan. This plan must be specific and detail the development of promotional and the means by which they will be distributed. Included must also be the use of social media and other electronic forms of communication that are proposed.

16. Agency must certify that it will determine initial eligibility based on age, out of school status, income (with the exception of school drop outs), and at least one barrier as defined in the Workforce Innovation and Opportunity Act by completing the YES Referral Form.

17. Agency must certify that as part of the referral process it will provide assistance in scheduling an appointment with YES staff, coaching in preparation for and conduct with YES staff and assistance in compiling, completing and/or submitting required eligibility information to YES staff.

In addition, agencies submitting proposals for Programs C must detail the following:

18. Agency’s specific location(s) and hours for proposed programming.

19. Agency’s detailed plan for access to programming with the issue of transportation clearly addressed for both Hunterdon County and Somerset County youth.

20. Agency’s proposed curriculum for Work Readiness Classroom Training that details the specific areas of learning being proposed and how the programming will be delivered. Included must be specific timeframes for completing this element and details of how this will be tracked for each participant. In addition, the agency must detail how it will address youth who are not meeting the goals of Work Readiness Classroom Training.

21. Agency’s proposed plan for providing Community Service. Included must be specific timeframes for completing this element and details of how this will be tracked for each participant. In addition, the agency must detail how it will address youth who are not meeting the goals of Community Service.

22. Agency’s proposed plan for Work Based Learning programming which must include details on how the program will operate, the total number of hours that will be provided for the work experience being proposed and the proposed plan for engaging businesses in participation in this endeavor. If partnerships with local businesses have already been developed, a list of those businesses must be included. Included must be specific timeframes for completing this element and details of how this will be tracked for each participant. In addition, the agency must detail how it will address youth who are not meeting the goals of Work Based Learning.
23. Agency must detail how linkages between communities, academic/occupational learning and work experience will result in youth development and increased employability for participants.

24. Agency’s proposed plan for credential programming which must include specific information on cost of providing instruction, study skills and tutoring for the attainment of each credential.

25. Agency must certify that its credential programming will include the training for the credential as well as the necessary testing for that credential to be received.

26. Agency must certify that it will provide program completion forms to the YES Program in a timely fashion.

27. Agency must certify that it will maintain an individual file on each participant that includes, but is not limited to completed intake form, case notes, attendance records, assessments, completed resume, copy of credential earned and completed program forms. Files must be maintained for 7 years after program completion.
4. Proposal Requirements

4.1 Qualification Statement

A statement is to be provided by the respondent who will serve as the primary contractor. The statement shall set forth brief details of the firm’s principal activities, the number of personnel in the firm and the firm’s location. Please provide a list of (3) three clients for whom similar services have been provided. Include the following in your response:

1. Name of agency or corporation
2. Contact person’s name, position, and current telephone number
3. Dates, cost and scope of service
4. Status and comments

4.2 Key Personnel Information

The respondent shall provide the identity and the credentials of the principals and other key personnel working for the contractor and their areas of responsibilities.

4.3 Proposal Forms

The following forms are contained in the attachments. All forms are required and shall be completed and made part of the proposal submitted.

1. Proposal Cost/Signature Form
2. Non-Collusion Affidavit
3. Stockholder Disclosure
4. Affirmative Action Statement
5. Acknowledgement of Receipt of Addenda
6. Disclosure of Investment Activities in Iran

4.4 Location of Servicing Office

The proposal must list the location and address of the present, active office that will service and manage this contract.

5. Evaluation, Review and Selection Process

5.1 Proposals to Remain Subject to Acceptance

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

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

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

5.3 Evaluation Process

An evaluation team will review all proposals to determine if they satisfy the Proposal Requirements, determine if a proposal should be rejected and evaluate the proposals based upon the Evaluation Criteria. The highest-ranking respondent will then be recommended to the governing body for award of contract, based on most advantageous price and other factors. In specific areas multiple contracts may be awarded.

5.4 Evaluation Criteria

The criteria considered in the evaluation of each proposal follows. The arrangement of the criteria is not meant to imply order of importance in the selection process. All criteria will be used to select the successful respondent.

5.4.1 Understanding of the Requested Work

The proposals will be evaluated for general compliance with instructions and requests issued in the RFP. Non-compliance with significant instructions shall be grounds for disqualification of proposals.

5.4.2 Knowledge and Technical Competence

This includes the ability of the respondent to perform all of the tasks and fulfill adequately the stated requirements.

5.4.3 Management, Experience and Personnel Qualifications

Expertise of the firm shall be demonstrated by past contract successes providing government agencies with similar services. The respondent will be evaluated on knowledge, experience, prior collaboration and successful completion of projects/services similar to that requested in this RFP. In addition to relevant experience, respondents shall provide personnel qualifications in the Proposal. (See 4.1 and 4.2).

5.4.4 Management, Experience and Personnel Qualifications

This is based on the estimated duration of the tasks and the respondent’s ability to accomplish these tasks as stated.

5.4.5 Cost

Total overall costs to provide proposed services shall be based on the budget submitted with the proposal. Any services not included as part of any resulting contract scope of services must be approved and authorized by the owner before such work is initiated. The owner shall pay for such approved services, at the rate or cost agreed upon between the owner and contractor, provided the respondent has provided a schedule of fees for additional services with this RFP.

5.5 Payment

Payment will be made after a properly executed County voucher has been received and formally approved on the voucher list by the Board of Chosen Freeholders at its subsequent regular meeting. The voucher will be certified correct by the department/division head who received the goods or services.

5.6 Term of the contract

Contract period is July 1, 2016 – June 30, 2017 with the option to extend the contract on an annual basis for up to an additional four (4) years through June 2021 contingent upon receipt of funds from New Jersey Department of Labor.

5.7 Notice of Award

The successful respondent will be notified of the award of contract upon a favorable decision by the governing body. The Purchasing Agent may then send a Purchase Order/Voucher to the contractor.
COUNTY OF SOMERSET  
RFP DOCUMENT CHECKLIST

<table>
<thead>
<tr>
<th>Read, Acknowledged, Signed &amp; Submitted</th>
<th>Respondent’s Initial</th>
</tr>
</thead>
</table>

**A. FAILURE TO SUBMIT ANY OF THESE ITEMS IS MANDATORY CAUSE FOR REJECTION OF RFP**

- Stockholder Disclosure Certification
- Non-Collusion Affidavit
- EEO/Affirmative Action Compliance Notice – Submit Copy of State Certificate of Employee Information Report
- Proposal Cost Form/Signature Page
- Acknowledgement of Receipt of Addenda (To be Completed if Addenda are Issued)
- Other:

<table>
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**B. REQUIRED NO LATER THAN TIME PERIOD INDICATED**

**B.1 SUBMIT DOCUMENTS AT TIME OF RFP RESPONSE DUE DATE**

- Qualification Statement
- Key Personnel Information
- Three (3) references for similar projects
- License(s) or Certification(s) Required by the Specifications
- Disclosure of Activities in Iran
- CD with PDF of RFP along with Printed Copies (Ref: Notice of RFP and/or Section 2.2)

<table>
<thead>
<tr>
<th>Qualification Statement</th>
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**B.2 MUST POSSESS CERTIFICATE BY CONTRACT AWARD DATE**

“SUBMISSION OF CERTIFICATE WITH RESPONSE PREFERRED”

- New Jersey Business Registration Certificate
- New Jersey Business Registration Certificate – Named/Listed Subcontractor(s)

<table>
<thead>
<tr>
<th>New Jersey Business Registration Certificate</th>
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**B.3 MUST SUBMIT BY CONTRACT AWARD DATE**

- Certificates of the Required Insurance naming County Additionally Insured
- Evidence of Medical Malpractice or Professional Liability Insurance supply certificate prior to processing a purchase order

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**C. READ ONLY**

- Americans With Disability Act of 1990 Language

| Americans With Disability Act of 1990 Language | [ ] |

This checklist is provided for respondent’s use in assuring compliance with required documentation; however, it does not necessarily include all specifications requirements and does not relieve the respondent of the need to read and comply with the specifications.

Name of Bidder: ___________________________ Date: ___________________________

By Authorized Representative:

Signature: ___________________________

Print Name & Title: ___________________________
PROPOSAL COST FORM/SIGNATURE PAGE

WORKFORCE INVESTMENT WIOA PY2016 YOUTH OUTREACH, REFERAL, EDUCATION AND TRAINING SERVICES CONTRACT #: CY-COM-0006-16

TO THE COUNTY OF SOMERSET BOARD OF CHOSEN FREEHOLDERS:

The undersigned declares that he/she has read the Notice, Instructions, Affidavits and Scope of Services attached, that he/she has determined the conditions affecting the proposal and agrees, if this proposal is accepted, to furnish and deliver services per the attached schedule of fees for the following:

WORKFORCE INNOVATIONS AND OPPORTUNITY WIOA PY2016 YOUTH OUTREACH, REFERRAL, EDUCATION AND TRAINING SERVICES
CONTRACT #: CY-COM-0006-16

CONSISTING OF:
• REQUIRED AGENCY INFORMATION (SECTION 3.2)
• BUDGET FORMS (ATTACHMENT C)

(Corporation)
The undersigned is a (Partnership) under the laws of the State of ___________________________ having its (Individual) Principal office at ___________________________.

Company __________________________________________________________________________Federal I.D. # or Social Security # __________________________________________________________________________

Address ______________________________________________________________________________

Signature of Authorized Agent __________________________________________________________________________ Type or Print Name __________________________________________________________________________

Title of Authorized Agent __________________________________________________________________________ Date __________________________________________________________________________

Telephone Number __________________________________________________________________________ Email Address __________________________________________________________________________

Fax Number ______________________________________________________________________________

21
COUNTY OF SOMERSET
STOCKHOLDER DISCLOSURE CERTIFICATION

FAILURE OF THE BIDDER/RESPONDENT TO SUBMIT THE REQUIRED
INFORMATION IS CAUSE FOR AUTOMATIC REJECTION

CHECK ONE:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Legal Name of Respondent Business

Check which business entity applies:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership Corporation ☐ Limited Liability Partnership ☐ Limited Liability

☐ Subchapter S Corporation ☐ Other

Complete if the respondent is one of the 3 types of Corporations:

Date Incorporated: __________________ Where Incorporated: __________________

Business Address:

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<tr>
<th>STREET ADDRESS</th>
<th>CITY</th>
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Listed below are the names and addresses of all stockholders, partners or individuals who own 10% or more of its stock of any classes, or who own 10% or greater interest therein.

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CONTINUE ON ADDITIONAL SHEETS IF NECESSARY: Yes ☐ No ☐

Signature: ____________________________ Date: ________________

Printed Name and Title: __________________________________________
COUNTY OF SOMERSET  
NON-COLLUSION AFFIDAVIT

State of ____________  
County of ____________  

ss:

I, ___________________________________________ of the City of __________________________________

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

I am ______________________________________ of the firm of ______________________________

(Title or position) (Name of firm)

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

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

(name of contractor)

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

Subscribed and sworn to

before me this _______ day

of ____________.  

__________________________________  
Signature

Type or print name of affiant under Signature

Notary public of

My Commission expires _________________.


COUNTY OF SOMERSET
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 execution of the contract, one of the following documents:

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

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

2. A Certificate of Employee Information Report (hereafter “Certificate”), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor 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.

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

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

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

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

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

COMPANY: __________________________ SIGNATURE: __________________________
PRINT NAME: ______________________ TITLE: __________________________
DATE: ____________________
EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
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)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The Contractor and the Owner, do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner’s grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Goods and Services Contracts (including purchase orders)

* Construction Contracts (including public works related purchase orders)

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 contacting 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. Information on the law and its requirements is available by calling (609) 292-9292.

ALERT
FAILURE TO POSSESS A
NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
MAY BE CAUSE FOR REJECTION OF YOUR PROPOSAL
COUNTY OF SOMERSET

THESE ARE SAMPLES OF THE ONLY ACCEPTABLE BUSINESS REGISTRATION CERTIFICATES.

FAILURE TO POSSESS A NEW JERSEY BUSINESS REGISTRATION CERTIFICATE MAY BE CAUSE FOR REJECTION OF YOUR PROPOSAL

REGARDLESS OF THE FACT THAT A COPY MAY ALREADY BE ON FILE WITH THE COUNTY OF SOMERSET.

---

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT
Trade Name: 847 ROEBLING AVE
Certificate Number: 1093907
Date of Issuance: October 14, 2004

Address: TRENTON, NJ 08611

For Office Use Only:
20041014112823533
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Respondent hereby acknowledges receipt of the following Addenda:

<table>
<thead>
<tr>
<th>ADDENDUM NUMBER</th>
<th>DATE</th>
<th>ACKNOWLEDGE RECEIPT</th>
</tr>
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</tbody>
</table>

Acknowledged for: ____________________________  (Name of Bidder)

By: ________________________________________  (Signature of Authorized Representative)

Name: ______________________________________  (Print or Type)

Title: ______________________________________

Date: ______________________________________

FORM NOT REQUIRED IF NO ADDENDA ISSUED
County of Somerset New Jersey  
Division of Purchasing  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Solicitation Number: __________________________  Respondent: ______________________________________

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 the person or entity, or one of the person or entity’s parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a response/renew:

☐ is not providing goods or services of $20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, AND

☐ is not a financial institution that extends $20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Division of Purchase under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN
You must provide, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

NAME: __________________________ Relationship to Respondent: ____________________________

Description of Activities: __________________________

Duration of Engagement: __________________________ Anticipated Cessation Date: __________________________

Respondent/Offeror Contact Name: __________________________ Contact Phone Number: __________________________

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 Somerset County is relying on the information contained herein and hereby 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 Somerset County, New Jersey and that the County at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): __________________________ Signature: __________________________

Title: __________________________ Date: __________________________
**Attachment A**

**70% LOWER LIVING STANDARD INCOME LEVELS**

<table>
<thead>
<tr>
<th>Family Size</th>
<th>Poverty Guideline</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$ 11,670</td>
</tr>
<tr>
<td>2</td>
<td>$ 18,336</td>
</tr>
<tr>
<td>3</td>
<td>$ 25,168</td>
</tr>
<tr>
<td>4</td>
<td>$ 31,071</td>
</tr>
<tr>
<td>5</td>
<td>$ 36,664</td>
</tr>
<tr>
<td>6</td>
<td>$ 42,885</td>
</tr>
<tr>
<td>For each additional person add:</td>
<td>$ 6,221</td>
</tr>
</tbody>
</table>
ATTACHMENT B
WIA YOUTH SIXTH BARRIER DEFINITION

BACKGROUND

Section 29 CFR 664.210 of the Workforce Investment Act (WIA) provides local workforce investment board areas with the authority to determine criteria and eligibility documentation requirements for the sixth barrier for WIA youth eligibility which reads:

“An individual (including youth with a disability) who requires additional assistance to complete an educational program or to secure and hold employment.”

SIXTH BARRIER CRITERION

The Greater Raritan Workforce Investment Board has identified the criterion as follows:

| Sixth Barrier                                                                 | Definition                                                                                                                                                                                                                                                                                                                                 | Acceptable Documentation                                                                                                                                                                                                                   |
|--------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Involved in gang activity                                                      | A gang is a group of three or more individuals who engage in criminal activity and identify themselves with a common name or sign.                                                                                                                                                                                                                   | Court documents                                                                                                           |
|                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                     | Juvenile Justice System                                                                                                 |
|                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                     | Hunterdon County Youth Services Commission                                                                             |
|                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                     | Somerset County Youth Services Commission                                                                             |
| Emancipated minor                                                             | An emancipated minor is someone who is not of the legal age of 18 who has been granted permission by the courts to take care of their self as if they were an adult. The court basically grants them adult status before they become legal age.                                           | Court documents                                                                                                                                                                  |
| Language or cultural barrier                                                  | Person in need of enhancement of English skills and/or introduction to culturally relevant workplace conduct.                                                                                                                                                                                                                                         | School documentation                                                                                                    |
|                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                     | Employer documentation                                                                                                                                                           |
| Drug and/or alcohol dependency and currently in treatment or successfully completed treatment | Individual with documented alcohol/drug abuse history.                                                                                                                                                                                                                                                                                          | Medical records                                                                                                                                                                  |
| Individual has or had an Individualized Education Plan (IEP)                  | Individual has a diagnosed learning disability and has/had an IEP while in school                                                                                                                                                                                                                                                                | School documentation                                                                                                                                                              |
| History of mental illness                                                     | Any psychiatric disorder defined by the DSM V, usually characterized by impairment of an individual’s cognitive, emotional, or behavioral functioning, and caused by physiological or psychosocial factors.                                                                                                                      | School documentation                                                                                                    |
|                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                     | Medical/psychological records                                                                                           |
|                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                     | Court documents                                                                                                                                                                  |
| Harassment, Victimization and Bullying                                        | Individual who is/was victim of verbal/physical harassment and/or bullying.                                                                                                                                                                                                                                                                       | School documentation                                                                                                    |
| Displaced by a catastrophic event                                            | Loss of access to education due to a natural disaster.                                                                                                                                                                                                                                                                                           | School documentation                                                                                                    |
| A high school graduate or GED recipient who has not held a full-time regular | Individual who has not been able to retain employment for more than three (3) months.                                                                                                                                                                                                                                                           | Documentation from past employers.                                                                                       |
| job for more than 3 consecutive months and lacks work readiness skills necessary to obtain and retain substantial employment |                                                                                                                                                                                                                                                                                                                                                   | Work History according to “Loops” system                                                                               |
## ATTACHMENT C

**BUDGET INFORMATION SUMMARY EXPENSE FORM**

**Agency Name:** ________________________________

**Program:** _______________________________________

**Budget Period:** ________________________________

<table>
<thead>
<tr>
<th>BUDGET CATEGORY</th>
<th>WIOA Youth Funds</th>
<th>Other Funds</th>
<th>Total Program Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. PERSONNEL</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salaries</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fringe</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. MATERIALS/SUPPLIES</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. MARKETING</td>
<td></td>
<td></td>
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<tr>
<td>D. FACILITY COSTS</td>
<td></td>
<td></td>
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<tr>
<td>E. TRANSPORTATION</td>
<td></td>
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<tr>
<td>F. PARTICIPANT STIPENDS</td>
<td></td>
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<tr>
<td>G. CREDENTIAL PROGRAMMING</td>
<td></td>
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<tr>
<td>H. CONSULTANT/PROFESSIONAL SERVICES</td>
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<tr>
<td>I. OTHER</td>
<td></td>
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<tr>
<td>J. TOTAL OPERATING COSTS</td>
<td></td>
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</tbody>
</table>

Completed by: _______________________________________

Signature: _______________________________________

34
**BUDGET EXPENSE DETAIL**
**PERSONNEL**

Agency Name: _______________________________________________________

Program: __________________________________________________________

Budget Period: _____________________________________________________

<table>
<thead>
<tr>
<th>TITLE/NAME OF EMPLOYEE</th>
<th>HRS/ WEEK</th>
<th>WIOA YOUTH FUNDS</th>
<th>OTHER FUNDS</th>
<th>TOTAL PROGRAM FUNDS</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

Total Fringe Benefits %

- FICA
- Medical

Completed by: ____________________________________________________

Signature: ________________________________________________________
<table>
<thead>
<tr>
<th>Category</th>
<th>WIOA Youth Funds</th>
<th>Other Funds</th>
<th>Total Program Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>B. Materials/Supplies (Specify)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Marketing (Specify)</td>
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<td></td>
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</tr>
<tr>
<td>D. Facility Costs</td>
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<tr>
<td>Rent</td>
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<td>Utilities</td>
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<td>Phone</td>
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<tr>
<td>Insurance</td>
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<tr>
<td>Other (Specify)</td>
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<tr>
<td>E. Mileage at .31 per mile</td>
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<tr>
<td>F. Participant Stipends</td>
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<tr>
<td>G. Credential Programming (Specify)</td>
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<tr>
<td>H. Consultant/Prof. Services (Specify)</td>
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<tr>
<td>I. Other (Specify)</td>
<td></td>
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Completed by: ________________________________

Signature: ________________________________ 36