

County of Somerset New Jersey

PO Box 3000 – 20 Grove Street
COUNTY ADMINISTRATION BUILDING
SOMERVILLE, NJ 08876-1262

PURCHASING DIVISION
MARY LOUISE STANTON
Purchasing Agent, QPA



PHONE: (908) 231-7179
Fax: (908) 575-3917

NOTICE OF RFP Exempt Services

The County of Somerset is soliciting proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq.

Sealed RFP responses will be received by the Department of Human Services on **Friday, December 5, 2008 at 12:00 P.M.** in the Department of Human Services Building, 27 Warren Street, 3rd Floor, Somerville, NJ 08876 at which time and place responses will be opened for:

WIA Youth Services for Somerset County & Hunterdon County Contract #: XS-2009-06

Specifications and instructions may be obtained at the Department of Human Services Office or on the County Website, www.co.somerset.nj.us. *

* All RFP Addenda will be issued on the website. Therefore, all 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.

Notice: Results of all RFP's are posted on the County website.

Respondents shall comply with the requirements of P.L. 1975 C127 (N.J.A.C. 17:27et seq.) A copy of your NJBRC is required with your proposal.

Mildred A. Gaupp, Human Services Director
Date Posted to Web: November 6, 2008

1. Introduction

The Greater Raritan Workforce Investment Board (WIB), serving Hunterdon & Somerset Counties has designated the Somerset County Department of Human Services as the administrative entity and the designated grant recipient for the Greater Raritan Workforce Investment area pursuant to the Workforce Investment Act (WIA) of 1998. The WIB has authorized the Somerset County Department of Human Services (SCDHS) to release this Request for Proposal (RFP) to solicit proposals from organizations interested in operating Youth Employment & Training Programs for Somerset County and Hunterdon County residents.

Youth Programs provide comprehensive education and employment preparation services via a skills-based design to eligible low-income youth age fourteen (14) through twenty-one (21).

The Greater Raritan Workforce Investment Board (WIB) is seeking proposals that offer youth development services that not only support and prepare youth for success in employment and improved educational achievement; but also, through intensive service strategies, have a long-term impact on a youth's future as members of both the community and the workforce. In particular, the WIB is seeking proposals that focus on out-of-school youth. We are also seeking proposals which use an industry-focused approach designed to prepare youth for an in-demand occupation in Hunterdon and Somerset Counties.

Eligible Applicants

Eligible organizations may include any private-for-profit business entity, private non-profit corporation or public entity Non-sectarian, public educational institutions accredited by the New Jersey State Department of Higher Education/Vocational Education or New Jersey Department of Labor & Workforce Development. Labor unions are also eligible to apply. Eligible respondents and proposed programs must be approved on the State Eligible Training Provider List located on the www.wnjp.in website under the section "NJ Consumer Report Card and Eligible Training Provider List".

Contract Period

The funding period for this RFP is January 1, 2009 to June December 31, 2009 and includes follow up from January 1, 2010 through December 31, 2010. Any renewal is at the WIB's option, subject to Somerset County policies and procedures and is contingent upon the availability of State funds and achievement of performance, among other factors.

WIA funds require programs that provide comprehensive education and employment preparation services via a skills-based design to eligible low-income youth that not only support and prepare youth for success in employment and improved educational achievement; but also, through intensive service strategies that have a long-term impact on a youth's future as members of both the community and the workforce.

The target population is in-school and out-of-school youth who are eligible for receiving services meeting each of the following criteria:

- Age 14 through 21
- Low income based on the 70% lower living standard
- Reside in Somerset or Hunterdon counties
- Face one or more of the following challenges:
 - Basic skills deficient (Computes or solves problems, reads, writes, or speaks English at or below the 8th grade level on a generally accepted standardized test.)
 - School dropout
 - Disabled (documented)
 - Homeless, runaway or foster child
 - Pregnant or parenting
 - Involved as an offender in the Juvenile Justice System
 - Requires additional assistance to complete an educational program or to secure and hold employment

While proposals may serve any youth who meet the above criteria, the Greater Raritan WIB has identified that the *Out-of-School Youth* population is in particular need. The WIB has established requirements and incentives to encourage serving these youth. These requirements are:

- Out-of-School Youth. Programs must allocate at least 70% of the program budget to serving this population of youth.
- Out-of-school youth are those youth who:
 - Have dropped out of high school at the time of enrollment into the program
 - Have graduated from high school or obtained a GED and are basic skills deficient, unemployed or under-employed and meet the age requirement.

The Greater Raritan WIB expects to award approximately \$95,600 in Title I Youth funds for the January 1, 2009 through December 31, 2009 period. At least **70%** of these funds or \$70,000 must be **spent on out-of-school youth. The maximum cost per youth is not to exceed \$6,000.**

The Greater Raritan WIB has determined that the funds will be made available per County in line with the State's allocation to the GRWIB.

A total of \$42,084 will be available to serve a minimum of 8 youth in Hunterdon County (a minimum of \$29,459 for out of school youth and up to \$12,625 for in school youth).

A total of \$53,556 will be available to serve a minimum of 10 youth in Somerset County (a minimum of \$37,489 for out of school youth and up to \$16,067 for in school youth).

Funding allocations may be altered if altered by the State to the GR WIB.

The WIB intends to award more than one contract in order to ensure that both Somerset and Hunterdon counties are provided youth services with these funds. The WIB also reserves the right to award only one contract and/or to not award the full amount of the funding available through this RFP if the WIB determines that this is in the best interest of providing youth services to both counties.

Organizations or programs, which meet the following criteria, may be considered for contract:

1. Private Entity: Any organization, for profit or not-for-profit, which is not a political subdivision of the State or of the Administrative Entity. This includes private sector corporations, partnerships, sole proprietors, Limited Liability Corporations, as well as Charitable Organizations including Community Based and Faith Based Organizations, and entities that retain 501c.3 status with the State of New Jersey.
2. Non-sectarian, public education institutions approved by the New Jersey State Department of Education, including Local Education Agencies (LEAs).
3. Political subdivisions: Units of State, County, or local government provided for in State laws, which have the power to levy taxes and spend funds and which also have general corporate and police powers.

Applicants must have a knowledgeable background and extensive experience in working with the youth of Hunterdon and Somerset Counties and have significant qualifications in the provision of services as described herein.

All programs, that include services provided in a classroom setting, **must** have approval to operate the program/course from the New Jersey Department of Labor and Workforce Development (NJDLWD) Chapter 531 Section J and/or the NJDLWD as a private vocational school, or other appropriate state certifying entity. All programs must also be subsequently listed as an approved training provider on the Eligible Training Provider List as maintained by the NJDLWD. For information on eligibility requirements and how to become an approved provider, go to the website njtrainingsystems.org. (Section FAQ for eligibility requirements)

There are six (6) basic program components that each participant must receive as well as ten program options that all youth must have access to, should they demonstrate a need for them.

In developing the proposed program, The WIB encourages proposers to incorporate best practices. There are many sources of best practice information including:

- PEPNet (<http://www.nyec.org/pepnet/>)

Proposed services must adhere to state and local regulations and policies including those presented in the Greater Raritan Five-Year Strategic Plan and in the draft version of the GRWIB's Youth Plan. Plans can be reviewed electronically through request at HumanServices@co.somerset.nj.us.

The RFP may be printed off the Somerset County website. Go to www.co.somerset.nj.us, then to BIDS/RFPs from the homepage. Please note, do not submit it on line.

You must return **an original proposal, 10 copies and a CD- ROM** containing the proposal in MS Word for Windows in a **sealed envelope** by:

DATE: Friday, December 5, 2008
TIME: 12:00 Noon
PLACE: Somerset County Department of Human Services
27 Warren Street, Third Floor
Somerville, New Jersey 08876

Late or incomplete proposals cannot be considered
E-mail submissions cannot be considered

PROPOSALS WILL BE OPENED ON **Friday, December 5, 2008 at 2:00 PM**

Agencies granted GRWIB Youth WIA funding will be required to execute performance-based contracts for January 1, 2009 to December 31, 2009. There is no guarantee of renewal. Technical assistance will be provided, concerning the contract requirements, at the time of contract development and during the course of the contract period. All contracts will be periodically monitored in accordance with Somerset County Department of Human Services and GRWIB One Stop policies and procedures.

2. Administrative Conditions and Requirements

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

2.1 Schedule

A schedule has been established for respondent proposals, proposal review, contractor selection and project initiation. The dates established for the procurement are:

ACTIVITY	DATE
Request for Proposal Package with instructions and supporting information available	Thursday November 6, 2008
Deadline for Proposal Submittal No late or incomplete proposals accepted	Friday December 5, 2008 @ 12 Noon
PROPOSALS WILL BE OPENED	December 5, 2008 @ 2:00 PM
Proposal Review Committee meetings to consider all proposals	December 10, 2008
Applicants notified of the Proposal Review Committee recommendation	December 10, 2008

ACTIVITY	DATE
Appeal Process (if needed) Letters appealing the Proposal Review Committee's recommendations submitted to the GRWIB within one working day after receiving notification of the committee recommendation.	December 10, 2008
Proposal Review Committee submission of recommended successful proposal(s) to the Greater Raritan Workforce Investment Board	December 11, 2008
Committee and GRWIB recommendations submitted to Freeholders	December 18, 2008
Agencies/Providers notified of Freeholder's decisions	December 19, 2008
Preparation and distribution of contracts to agencies	December 22, 2008
Technical Assistance to Agencies/Providers regarding contract requirements. Monitoring and evaluation of programs.	Ongoing

2.2 Proposal Submission Information

Submission Date and Time:

Friday, December 5, 2008 at **12:00 NOON**
One (1) Original & Ten (10) copies **on a CD-ROM**

Submission Office:
Patricia Lake, Administrator of Fiscal and Contract Operations
Somerset County Department of Human Services
27 Warren Street, Third Floor
Somerville NJ, 08876

Clearly mark the submittal package with the title of this RFP and the name of the responding firm, addressed to Patricia Lake, Somerset County Department of Human Services. The original proposal shall be marked to distinguish it from the ten (10) copies.

Only those RFP responses received prior to or on the submission date 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 minimum period of sixty (60) days.

LATE OR INCOMPLETE PROPOSALS OR E-MAIL SUBMISSIONS WILL NOT BE ACCEPTED

2.3 Using Department Information

The Using Department for these services is:

Somerset County Department of Human Services for the GRWIB
27 Warren Street, Third Floor
Somerville, NJ 08876-1262
Contact Person: Patricia Lake

2.4 County Representative for this Solicitation

Please direct all questions in writing to:
Patricia Lake,
Administrator of Fiscal & Contract Operations
Fax: (908) 704-1629
Email: HumanServices@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 posted to website and 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, 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 Affirmative Action Compliance

No firm may be issued a contract unless it complies with the 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 to the County 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 provide requires rejection.
<http://www.state.nj.us/treasury/revenue/busregcert.htm>

2.8.7 Pay to Play” – Notice of Disclosure Requirement – P.L. 2005, Chapter 271, Section 3 Reporting (N.J.S.A. 19:44A – 20.27)

- (1) 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.
- (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.
- (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 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 with the owner named as additional insured.

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 bidder 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 bidder 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 bidder.

B. Certificates of the Required Insurance ☒ Yes ☐ No

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.

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

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 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.

2.9 Multiple Proposals Not Accepted

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

2.10 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.

2.11 Commencement of Work

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

2.12 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.

2.13 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.

2.14 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.

2.15 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.

Payment will be made on presentation of owner's voucher duly signed and executed.

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.

2.16 Non-payment of Penalties and Interest on Overdue Bills

State Law requires that public funds 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.

2.17 Ownership of Material

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

Ownership of all data, materials and documentation originated and prepared for the owner pursuant to this contract shall belong exclusively to the owner. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the owner upon completion of the project. The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner. All information supplied to the owner may be required to be supplied on CD-ROM media compatible with the owner's computer operating system, windows based, Microsoft Office Suite 2000.

2.18 Multi-Brand Manufacturer's

Specifications for a contract item may include a specific manufacturer's brand and model number or equivalent. The product brand or brands referenced in the specifications shall be restricted to one brand produced or manufactured by a multi-brand commercial products manufacturer.

2.19 Consultant Affiliation

Consultants are prohibited from specifying a product line in which such consultant has an affiliation. As such, there shall be no affiliation between the consultant and product manufacturers referenced in the specifications, nor shall the consultant endorse those companies or manufacturers referenced in the specifications.

2.20 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. Scope of Work

A. REQUIRED PROGRAM COMPONENTS FOR WIA YOUTH PROGRAMS

The following six (6) basic program components must be included in the proposed program design:

1. Objective assessment of academic levels, skill levels, and service needs of each participant. The assessment must be provided as part of the initial program services and must include:
 - Basic skills
 - Occupational skills
 - Prior work experience
 - Employability
 - Interests and aptitudes (includes interests/aptitudes for nontraditional jobs)
 - Supportive service needs
 - Developmental needs
2. Development of Individual Services Strategies (ISS) during the initial program services that identifies:
 - An employment goal (includes nontraditional employment where appropriate)
 - Appropriate achievement objectives
 - Appropriate services for the participant taking into account the assessment conducted
 - Training should be inclusive of a recognized credential program (Microsoft Office, ICDL, GED, etc.)
3. A primary service strategy, which focuses on specific methods for developing youth. For example, the primary service strategy might include one or more of the WIA program options. The primary service strategy **must** include the following two required elements:
 - Career development/planning: Youth must be given the opportunity and support in exploring various career options and developing career plans that lay out one or more potential career paths they may pursue. Services offered through the program must relate to these potential career paths. If a youth is receiving career development/planning services through another program, the proposing organization may build upon those efforts.
 - Leadership development: Youth must be given the opportunity to develop their leadership skills. Leadership opportunities may be created through planning and implementing community service activities, peer-centered activities such as peer tutoring and other activities that encourage responsibility and positive social behaviors.
4. Preparation of postsecondary education and/or employment, linkages between academic and occupational learning, attainment of a industry standard credential (ex.

International Computer Drivers License (ICDL), Microsoft office, etc.) and linkages to local employers and job openings during the initial program services.

5. Twelve (12) months of follow-up services, which may include but are not limited to leadership development, supportive services, adult mentoring, peer support groups, employment or career advancement services, and work success skill development. Follow-up services, which are provided after the participant exits from initial program services (i.e. January 1, 2010), must include more than participant tracking activities.
6. Referral services for non-eligible Youth to services and/or programs that address their needs.

The WIB is interested in funding programs that use an industry-focused approach to prepare youth for demand occupations in Hunterdon and Somerset Counties. Additional points will be awarded to proposals that incorporate an industry focused approach, I.E., using local demand occupations as a guide for which industries to concentrate on

*Note: The New Jersey Department of Labor & Workforce Development (LWD) recommends the use of nationally recognized, industry-based skill standards and occupational certifications as the basis of developing competency-based learning objectives, curricula, instructional methods, teaching materials and classroom/website activities. Information on Labor Demand Occupations and the State list of approved credentialed programs can be found on www.lwd.state.nj.us

B. REQUIRED PROGRAM OPTIONS

WIA moves the workforce development system away from short-term interventions by emphasizing long-term development of youth through a broad range of coordinated services. Programs must reflect an age appropriate continuum of services that plans for the needs of youth as they move through the workforce development system. Funded youth activities must provide a menu of services that may be provided in combination or alone at different stages of the youth's development.

Four primary themes along with ten program options **must** be *available* to local youth either during the initial program services or as part of the follow-up services.

These four major themes are:

- Improving educational achievement with industry-based recognized credential programs
- Preparing for and succeeding in employment
- Supporting youth through adult mentoring, guidance and counseling
- Offering services intended to develop the potential of youth as citizens and leaders

Priority will be given to those programs that demonstrate the ability to either provide or coordinate with other organizations to provide access to *the ten required program options*:

- Tutoring, study skills, training and instruction leading to completion of secondary school, including dropout prevention strategies;
- Alternative secondary school services, as appropriate;
- Summer employment opportunities that are directly linked to academic and occupational learning;
- Paid and unpaid work experiences, including internship and job shadowing, as appropriate;
- Occupational skill training, as appropriate;
- Leadership development opportunities, which may include community service, peer-centered activities encouraging responsibility, and other positive social behavior during non-school hours, as appropriate;
- Adult mentoring for a period of participation and a subsequent period, for a total of not less than 12 months;
- Supportive services;
- Follow-up services for not less than 12 months after the completion of participation, as appropriate; and

- Comprehensive guidance and counseling, which must include drug, alcohol abuse counseling and referral, as appropriate.

Programs funded by sources other than WIA may be included in the program design and will be viewed as an in-kind contribution to the program. The overall goal is to maximize the youth's access to all program options and workforce opportunities. ***Each youth must receive a minimum of twelve (12) months of follow-up services and leadership development opportunities as well as have access to the remaining program options.***

C. SUMMER PROGRAM SERVICES

WIA does not authorize stand-alone summer programs and participation should be integrated into a comprehensive strategy for addressing each youth's employment and training needs. Program strategies may incorporate an intensive summer component, but this component must be accompanied by additional services. All youth must receive follow-up services for a minimum of twelve months after exit from the initial program services. The scope of follow-up services may be less intensive for youth that participate in the summer; however, follow-up services remain a requirement. Performance indicators are the same for youth participating in services conducted during the summer as for those in year-round activities.

D. PARTNERSHIPS

WIA recognizes the need to develop local partnerships in order to provide youth the menu of services they require. For proposals in which multiple organizations are providing the primary service (s), one of the agencies must be designated the lead and fiscal agent. The Greater Raritan WIB will contract with the lead and fiscal agent. The lead and fiscal agent will be held fully accountable for successful implementation of the project. Proposals *should include* documentation supporting the description of each partnership.

E. PERFORMANCE STANDARDS AND OBJECTIVES

The US Department of Labor (USDOL) has established four (4) core performance/standards for youth aged 14-18 and for youth aged 19-21, by which to evaluate the success of any program funded by workforce investment dollars. Respondents awarded contracts will be measured on their success in achieving the measures and the applicable outcomes for youth. Additional common performance measures, over and above the current USDOL, are included as required by the federal government. There is no numeric outcome established yet for the common measures. Minimum performance standards required from a contracted youth program are stated in the charts below. It is expected that programs will perform above the minimum standards as follows:

Younger Youth (14-18) Performance Requirements	
Program Completion – As defined in the proposal.	80%
Skill Attainment Goals – <i>Measures the attainment of Basic Skills, Occupational Skills and Work Readiness Skills as defined in the proposal.</i> <i>Every basic skills deficient participant (at or below the 8th grade level) must have a basic skills attainment goal set.</i>	87%
Diploma or Equivalent Attainment Rate – Of those youth who enter without a diploma or equivalent, measures number of youth who receive one by the time they complete training. Youth who are still in school at the completion of services are excluded from this measure.	75%
Activity Retention: <i>After exiting the primary services, youth will be:</i> ■ Retained in school for the full 9 months after exiting; ■ Attending an approved alternative school or GED program, which keeps the youth from qualifying as a dropout for, at minimum, the 6th through 9th month after exiting; ■ Employed in the 4th month after exiting and have been employed for at least 6 consecutive months within 9 months after exiting; ■ Enrolled in post-secondary education or advanced training by the 9th month after exiting.	78%

■ (Youth must have remained engaged from the time of enrollment through the 9th month.); ■ Enrolled in an apprenticeship program by the 9th month after exiting. (Youth must have remained engaged from the start date through the 9th month.); or ■ Enlisted and begin active military duty by the 9th month after exiting. (Youth must have remained engaged from the start date through the 9th month.)	
12 Months Follow-up Services – The Youth remained actively engaged in the full 12 months of follow-up services described in the proposal from January 1, 2010 through December 31, 2010	75%
Older Youth (19-21) Performance Requirements	
Program Completion – As defined in the proposal.	80%
Initial Employment or Additional Education At 3 months after exiting primary services, youth will ■ Be employed in an unsubsidized job; or ■ Be enrolled and actively participating in post-secondary education or advanced training.	79%
Retention in Employment or Education At 9 months after exiting primary services, youth will ■ Be employed in an unsubsidized job and have been employed for at least six (6) consecutive months; or ■ Be enrolled and actively participating in post-secondary education or advanced training. (Youth must remain engaged from the time of enrollment through the 9th month.)	86%
Wage Gain - The average increase in wages of all youth will increase by the designated amount from the 5 th through 11 th month prior to enrolling in the program	\$3,500
Credential Achievement – Youth will obtain a credential recognized by the New Jersey Department of Education by the 9 th month after exiting. (Recognized credentials include industry-recognized credentials, GEDs and high school diplomas. The New Jersey Policy #0152 on credentials was issued on April 8, 2002 and can be found at the Center for Occupational Employment Information website. Go to www.wnjin.state.nj.us/coei/ Select "Credentials" Select "Work Force NJ Bulletin No. 152"	54%
12 Months of Follow-up Services –Youth remaining actively engaged in the full 12 months of follow-up services as described in the proposal from January 1, 2010 through December 31, 2010.	75%

WIA Common Measures for Youth (applies to all youth served-not defined by age)

Placement in Employment or Education

Of those who are not post-secondary education, employment, or the military at the date of participation: The number of participants who are in employment or the military or enrolled in post-secondary education and/or advanced training/occupational skills training in the first quarter after the exit quarter. Includes those in secondary school or in the military at date of participation at exit.

Attainment of a Degree or Certificate

Of those enrolled in education (at the date of participation or at any point during the program): The number of participants who attain a diploma, GED, or certificate by the end of the third quarter after the exit quarter. Includes those in secondary school at exit.

Literacy and Numeracy Gains

Of those out-of-school youth who are basic skills deficient (at or below 8th grade): The number of participants who increase one or more educational functioning levels. Excludes youth in school at participation. Pre-test of skills must occur within 60 days of program participation date.

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 government agency or comparable private entity.
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 Checklist
2. Proposal Cost Form/Signature Page
3. Non-Collusion Affidavit
4. Stockholder Disclosure
5. Affirmative Action Statement
6. Acknowledgement of Receipt of Addenda

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 respondents will then be recommended to the governing body for award of contract, based on price and other factors. The Proposal Review Committee will be comprised of members of the Greater Raritan WIB, the Greater Raritan One Stop Career Center Staff and the Greater Raritan Fiscal Agent. The Proposal Review Committee members will

independently evaluate each submission and selections will be made based on the criteria listed below.

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 respondents.

PROPOSAL RATING CRITERIA - Proposals must receive at least 50% of the available points in each category in order to be considered for funding.

A. Target Population	7 Points
Population served is among WIB Target Population	
■ In-School Youth (ages 14-21)	
■ Out-of-School Youth (ages 14-21)	
Bonus Points	3 Points
❖ Program serves only out of school youth	
❖ Program serves youth involved in the Juvenile Justice System in <u>Somerset County</u>	
B. Quality of the Program Design	30 Points
Quality of the major activities for Youth participants	
Bonus Points	3 Points
❖ Program is an industry-focused strategy that targets demand occupations	
Bonus Points	3 Points
❖ Program Presents a collaborative design	
❖ Program incorporates a GED component	
❖ Youth engaged in an industry-based recognized credential program.	
C. Measurable Outcomes and Deliverables	24 Points
Program outcomes are clear, concise, and auditable. Performance Management Process is clear and encompasses outcomes, performance indicators, and participant input.	
D. Fiscal Plan	15 Points
Fiscal plan is accurate and reasonable based upon budget presented and cost per person served.	
Fiscal plan includes other (non WIA) funds to augment program services.	
E. Organizational Capability	24 Points
TOTAL	100 Points
Bonus Points Possible	9 Points
TOTAL	109 Points

APPEAL CRITERIA

Agencies wishing to appeal the recommendation of the Proposal Review Committee must notify Patricia Lake, Administrator of Fiscal & Contract Operations of the Somerset County Department of Human Services by phone (908) 704-6312, no later than Noon on the day following the committee's decision and notification. Agencies must submit a follow-up letter justifying the appeal. The written justification must be received 1 working day following the telephone notification by 2pm, via FAX to the County Department of Human Services, (908) 704-1629 or e-mail to HumanServices@co.somerset.nj.us.

Agencies may only appeal the Proposal Review Committee's recommendation based on new information, which was not previously available at the time of submitting the proposal or other pertinent facts, or developments, which were unknown at the time of the proposal submission. The appeal will then be submitted to the GRWIB and all agencies affected by the appeal will also be notified.

In the event that an appeal is granted, all agencies potentially adversely affected by the appeal will be notified.

Agencies requesting the opportunity to appeal will have a 10-minute interval at the subsequent GR WIB Executive Committee meeting to make a presentation. Agencies potentially adversely affected by the outcome of an appeal will also be permitted the opportunity to address the GR WIB Executive Committee for 10 minutes.

All agencies affected by the appeal will be notified of the date, time and location of the WIB meeting at the time that the appeal is granted.

The GR WIB will consider appeal presentations and will either uphold the Proposal Review Committee's recommendation or propose an alternate funding plan specifying agencies to receive funding adjustments.

The GR WIB will then make their final recommendation known to the Somerset County Board of Chosen Freeholders as the fiscal agent for the GR WIB.

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.

5.4.2.a. Management, Experience and Personnel Qualifications

Expertise of the firm shall be demonstrated by past contract successes providing government or other 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.

5.4.3 Ability to Complete the Services in a Timely Manner

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

5.4.4 Cost

Price shall be based on hourly rates and schedules of fees 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.

5.4.5 Payment

Payment will be made on presentation of owner's voucher and detailed report of expenditures and activities using the supplied forms contained in the contract duly signed and executed.

5.4.6 Term of Contract:

January 1, 2009 – December 31, 2009.

5.5 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 DEPARTMENT of HUMAN SERVICES

REQUEST FOR PROPOSAL

APPLICATION FOR GRWIB WIA YOUTH FUNDING FOR 2008-2009

DEADLINE: Friday, December 5, 2008 BY 12:00 NOON

APPLICATION & REQUIREMENTS FOR PROPOSAL SUBMISSION

Agency Name: _____

Indicate name of Program(s) that funds are requested for: _____

Somerset County Youth _____ Hunterdon County Youth _____

Funds Requested \$ _____ Funds Requested \$ _____

THE FOLLOWING DOCUMENTS ARE REQUIRED TO BE SUBMITTED FOR PROPOSALS TO BE CONSIDERED FOR FUNDING:

- _____ Original proposal with Executive Director & Board President Signatures
- _____ 10 copies of Proposal Required
- _____ Complete proposal on CD-ROM in MS Word for Windows

PROPOSAL FORMAT AND CONTENTS

The following items must be included within each proposal and clearly marked, and in the following order.

- Cover and Background Page
- Executive Summary
- Program Design Narrative
- Budget Narrative
- Agency Status and Past Performance Narrative
- Required Attachments
- Additional Attachments
- Certifications

All responses must be on letter-sized paper in 12-point font with 1-inch margins, and paginated. Narratives are limited to the maximum number of pages allowed for each (excluding attachments).

SUBMIT ONE COPY OF THE FOLLOWING WITH ORIGINAL PROPOSAL:

- _____ Current List of Board Members
- _____ Agency Affirmative Action Plan (signed)
- _____ Non Collusion Affidavit (signed)
- _____ Stockholder Disclosure (completed and signed)
- _____ Current Certificate of Good Standing as a Non-Profit Organization (indicate date: _____)
or Copy of Pending Application for Non-Profit Organizational Status
- _____ Organizational Chart
- _____ Most Recent Agency Audit (indicate date: _____)
- _____ Staff Qualifications; job descriptions relevant to proposed programs
- _____ Client Fee Scale & Policy (if applicable)

*Only ONE copy of the Agency Audit, Certificate of Good Standing and Board Member List is required with the original proposal. If funds are requested for more than one program complete sections 1, 2, 3, 4, 5, I - VII for each program separately.

IF CURRENTLY RECEIVING WIA YOUTH FUNDS, PLEASE ALSO SUBMIT:

- _____ Level of Service Report detailing number of participants served and current status (January through September 2008)
- _____ Expenditure Report (January through September 2008)

Do not submit proposals and/or supporting documents in binders or report folders.

1. PROGRAM AREA:

_____ In School Youth \$ _____ SC _____ HC
_____ Out of School Youth \$ _____ SC _____ HC

2. TOTAL FUNDING REQUEST \$ _____ (January 1, 2009– December 31, 2009)

3. BACKGROUND INFORMATION:

- A. Organization/Agency Legal Name: _____
- B. Name, title and address of one authorized representative to whom questions can be directed and notification regarding decisions concerning this application should be sent.
- C. Contact Person: _____ Phone #: _____ Fax#: _____
E-mail: _____
Website: _____
Federal ID #: _____
- D. Months, days of the week and hours of operation: _____
- E. Agency status: (voluntary, non-profit, private public, other): _____
- F. Name of the program for which funding is requested: _____
- G. New program: _____ Existing program: _____
- H. Address(es) of Program Site(s) if different than address given above:

- I. EPTL: _____
- J. Certification (Please check the appropriate boxes):
Certification Source:
☐ Department of Education - Higher Education
☐ Department of Education - Private Vocational Education - Chapter 46
☐ Department of Labor - WIB approval for classroom training only - Chapter 531
☐ Local Education Agency
☐ Other: _____
Certification Status:
☐ Copy of the certificate provided in Attachment # ____
☐ Not Certified
☐ Certificate Pending (specify) _____

Owners/ Principals _____

4. EXECUTIVE SUMMARY CONTENT REQUIREMENTS (2 PAGE MAXIMUM)

Submit one Executive Summary for each program applied for.

The Executive Summary should include a clear and concise description of the following:

- The mission of the provider.
- The goals and objectives of the program(s).
- The scope of services to be provided.
- How the services will result in the goals and objectives identified.

I. JUSTIFICATION OF NEED

- A. Description of your agency's mission and review how this program fits (or programs fit) into the overall mission and goals of your organization.
- B. What unmet/undermet need does this proposal respond to? Provide documentation of actual need for proposed service. (Provide statistical, demographic or social indicator information, as well as any other pertinent service utilization data, to demonstrate the ongoing or enhanced needs for this program.)
- C. Describe how the proposed services and target populations have been identified as a priority within Somerset and/or Hunterdon Counties.
- D. Describe the agency's long-range plan for this program as well as the Board of Directors commitment to long-term program operation.
- E. Describe your agency's experience in working with the target population identified including the number of years of experience in providing proposed services
- F. For those services that will be provided by another entity (partner), identify the provider and the service they will provide. Describe their experience in providing that service and working with the target population.

II. DETAILED PROGRAM DESCRIPTION

Complete Sections II through VII for each program that you are requesting to be considered for funding (January 1, 2009 – December 31, 2009)

A. Target Population

- 1. Describe the population of eligible youth that will be targeted. Include whether they are in-school or out-of-school, the particular geographic areas being targeted (Somerset, Hunterdon or both counties), age ranges, involvement in Juvenile Justice System, DYFS, etc. and the specific needs and challenges faced.
- 2. Describe the strategies that will be used to recruit eligible youth. Describe your experience in working with this target population to support your strategies. Include specific agreements made with other local organizations or educational institutions.
- 3. Describe the strategies that will be used to ensure that youth remain engaged with the program and in the follow-up phase.
- 4. What, if any are the prerequisites or particular skill requirements for this program?

B. Program Design

- 1. Describe the overall program design. Detail the primary service strategy. Detail the curriculum to be used. Indicate the number of hours per week each youth will participate in each program component. If one or more services or components will be provided by a partner, identify the organization that will be providing each service and details regarding the partnership agreement.
- 2. Identify the project start date, length of services for each youth, and whether the project is open entry-open exit. If the project is not open entry – open exit, identify how often a new youth can start.
- 3. Describe how the objective assessment will be incorporated into the program including how the information will be used to develop the Individual Service Strategies (ISS). Include what assessment instruments will be used to measure participant progress and achievement of their individual goals and objectives. How will documentation be maintained.

4. Describe career development and planning services to be provided. If it is anticipated that youth will complete these activities thorough another program, identify the program, describe how that program offers this service and how the proposed program coordinates with existing services.
5. Describe how youth will have leadership development opportunities.
6. Describe how your program will engage youth in an industry-based recognized credential program. Provide examples of credential programs that you envision for the target population. Detail your experience.
7. Describe how youth will receive preparation of Postsecondary Education and/or Employment, Linkages between Academic and Occupational Learning, and Linkages to Local and Regional Employers and Job Openings.
8. How will case management be integrated into the services to be provided? How many hours of case management per youth are in program design?
9. Describe the follow-up services to be provided for the required 12-months. Include the time frame, location, method, and documentation of delivery. How many hours of follow-up services will be provided per month per youth for the 12-month period?
10. Describe how each of the ten required program options will be accessible to participants. Describe each service and the location where it will be provided. If the service is not provided by the proposer, identify who will be providing the service and any corresponding agreements have been made including the number served and/or referral procedures.
11. If the program will be serving in-school youth, describe how services will be coordinated with the corresponding school(s).
12. Describe how referral services will be provided to non-eligible youth and how this will be documented.
13. Describe the program location including the specific site address, days and hours of operation, as well as access by provider, public transportation and handicap accessibility.
14. List and fully describe the units(s) of service being proposed. These services should be measurable (i.e., job search, training, etc.) Indicate the unit cost(s) for provision of proposed service(s).

14a. Describe in detail how the unit cost(s) were calculated:

Unit of Service	Description/Definition	Unit Cost Calculation	Unit Cost	Total Cost for Youth Contract	Calendar Year
Example: 1hour classroom training	Classroom training 400 participants overall program; 10 participants through WFNJ funds; 55 hours per client average	\$717,200 total program budget/ 22,000 total program hours	\$32.60 per hour	\$32.60x550 hours = \$17,930	2008

Unit of Service	Description/Definition	Unit Cost Calculation	Unit Cost	Total Cost for Youth Contract	Calendar Year
Total 1 Year				\$	
					Jan 1, 2009 – December 31, 2009

14b. Indicate the programmatic level of service and the annual number of unduplicated participants to be served for 2009. "Client" is defined as is a single individual.

Calendar Year	Unit Cost Definition	Unit Cost	Level of Service proposed	Total # Of Participants	Total Funding Request
Example: 2008	Counseling Hours	\$32.60 per hour	550 hours	2 individuals	\$32.60 x 550 hours = \$17,930

Calendar Year	Unit Cost Definition	Unit Cost	Level of Service proposed	Total # Of Participants	Total Funding Request
Total 1 Year					\$
2009					

- c. Describe how the unit cost is appropriate for the services proposed. Fully explain how the unit cost requested for 2009 was derived. If applicable, explain any differences in the unit cost from current contract and requested unit cost.
15. OFTEN, PROPOSALS CANNOT BE FULLY FUNDED. Indicate how this request can be reduced fiscally. Specify the impact this would have programmatically. Specifically indicate where and how reductions will affect the program (how will services be impacted or adjusted). Use 75% of your request as a guideline. (Examples: X % reduction in number of slots, reduction in 1 staff person, program services 50 less people, etc.) Please be specific and realistic. **#1 & #2 below must be completed.**
 - a. Scaled down funding request: \$_____ (2009)
 - b. Summary of programmatic impact with regard to level of service for each year.
16. Explain any new non-WIA funding available to augment for this program. Identify sources, amounts and time frames.
17. How do you plan to evaluate the effectiveness of the proposed program? Describe the program evaluation method you intend to use. How will you measure success? How will client outcomes be tracked and measures? Complete Section VI a and VI b. Performance Standards Summary and Performance Benchmark. (If application is for a program that is receiving 2008 WIA Youth funds, include the evaluation/outcome and employment results of current services for a through d below.)
 - a. What are the expected (or actual) outcomes of the proposed program? Describe what will change (or what will the impact be) for individuals, families, organizations and/or the community, as a result of this program? What difference will the proposed program make? What will the impact be?
 - b. What are the intended (or actual) goals/results of the proposed program? Be specific and realistic.
 - c. How will (or how does) your agency assess the goals/results of the proposed program? What are your agency's outcome measurements? Be specific and realistic. (Illustrate in
 - d. If your agency currently uses an outcome measurement tool, please indicate which tool(s) you are using, attach a copy and detail the results.
 - e. Describe what your agency's ability will be to flexibly respond to anticipated changes in demand, client demographics, service utilization rates, changing program priorities, etc. Describe how the client profile has or has not changed?
18. Anticipate that the funding cycle will begin January 1, 2009. Describe projected start-up time frame and activities for the program.
19. Specify days and hours of program operation (including holiday schedule) and scheduling procedures and attendance requirements.

III. AGENCY STATUS

- A. Describe how your agency provides and/or arranges for childcare, transportation and/or other specialized support services. (If not already answered in previous section)
- B. Describe how your agency fully meets American with Disabilities Act (ADA) Regulations as a program accessible to persons with disabilities. (If not already answered in previous section)
- C. Describe how your agency develops program services to reduce cultural and language barriers to service and assures a culturally competent and multi-lingual focus.
- D. Describe how your agency diversifies funding. Does your agency obtain funds from a variety of sources? Explain current and future fundraising activities. (List all sources of funds on budget summary page.)
- E. Describe how and to what extent your agency uses volunteers in order to extend program services.
- F. Describe factors contributing to the program's current waiting list or document increased unmet need for proposed services.
- G. Does your agency have current accreditation and/or licenses and certification from appropriate organizations? If so, list and provide dates. Attach monitoring/accreditation reports (from other than Somerset County Department of Human Services).
- H. Does your agency maintain and adhere to conflict of interest guidelines (pertaining to Board participation, staff in private practice activities, etc)?
- I. Explain if there are any pending lawsuits or actions that would affect service provision or agency's financial stability. Have any of your Federal, State or County contracts or grants ever been terminated or suspended (partially or totally)? Explain
- J. Explain how prior monitoring issues have been resolved and/or addressed by your agency.
- K. Describe ability to submit required contract reports (monitoring forms, level of service reports, vouchers, etc.) to County to draw down funding. WIA requires extensive data collection. Organizations that are awarded funds will be required to submit data on program progress on a regular **monthly** basis with documentation to support claims of performance and costs on a per-participant as well as program-wide basis.
- L. Describe ability to keep funding sources knowledgeable about program issues, concerns and accept technical assistance for identified concerns.
- M. Does your agency currently maintain the following minimum insurance requirements?
 - 1. Workers Compensation and Employers Liability: statutory coverage for New Jersey is \$100,000.00 Employer's Liability Broad from All-States Endorsement.
 - 2. General Liability Insurance: Minimum of \$1,000,000.00 errors and omission for occurrence.
 - 3. Auto Liability (if vehicles are used in the provision of services): \$1,000,000.00 per occurrence/\$1,000,000.00 aggregate. This coverage is required if the operation of vehicle is required in the performance of the services detailed herein (including, but not limited to the use of a vehicle to make any on-site/home visits).
- N. Have you been cited, fined or reprimanded for any law or code violations within the last three years? ☐ Yes (attach explanation) ☐ No

- O. **State the date and enclose one copy of the most recent financial audit:** _____
(Successful applicants will be required to submit an Annual Audit or documentation of adequate accounting and internal controls that conform to the Single Audit Act Amendments of 1996 and OMB Circular A-133, subpart B-200 audit requirements and NJ Circular 04-04 OMB Section III Policy for the contract period.)
- P. Are you in receivership or bankruptcy, or are any such proceedings pending?
☐ Yes (attach explanation) ☐ No
- Q. Are there current liens against the agency by the Internal Revenue Service? ☐ Yes (attach explanation) ☐ No
- R. Does the agency have sufficient resources for project start-up expenses (approximately 3 month's cash)? ☐ Yes Detail amount and source of funds: _____ ☐ No
- S. Do financial resources exist to repay any disallowed costs?
☐ Yes State the source(s) of funds: _____
☐ No
- T. Is your organization on the NJ State Eligible Training Provider List (ETPL)?
☐ Yes ☐ No
- Is the proposed program included on the ETPL? ☐ Yes ☐ No
- U. Qualification Statement (see Section 4.1 for details)
- Provide a list of (3) three clients for whom similar services have been provided.
- A) 1. Name of government or comparable private entity
2. Contact Persons name, position and current telephone number
3. Dates, cost and scope of service
4. Status and comments.
- B) 1. Name of government or comparable private entity
2. Contact Persons name, position and current telephone number
3. Dates, cost and scope of service
4. Status and comments.
- C) 1. Name of government or comparable private entity
2. Contact Persons name, position and current telephone number
3. Dates, cost and scope of service
4. Status and comments.
- V. Key Personnel Information (see Section 4.2 for details)
List identity and credentials of the principals and other key personnel and their areas of responsibilities.

IV. BUDGET SUMMARY OF PROPOSED PROGRAM

A. Outline your anticipated annualized operational budget and key revenue **January 1, 2009 to December 31, 2009 (include follow-up period) Complete Separate Budget pages and separate Sections IV.A. and IV.B. for each program that you are seeking funding.**

Name of Program: _____

County: _____

BUDGET CATEGORIES	Amount Requested from these Funds		Other Funding Offsets		Total Program Operating Budget	
	In School	Out of School	In School	Out of School	In School	Out of School
PERSONNEL*:						
Salaries						
Fringe (specify)						
Consultants/other costs						
OFFICE SUPPLIES:						
Supplies						
Postage						
Training						
Travel						
Telephone						
PROGRAM MATERIALS: (Please specify)						
a.						
b.						
FACILITIES:						
Rent						
Utilities						
Maintenance						
Other (specify)						
EQUIPMENT: (Specify equipment needed)	N/A	N/A				
INSURANCE						
OTHER (specify)						
a.						
b.						
PROGRAM FEES**:	N/A	N/A				
TOTAL						

*Also complete Personnel Detail form IV.B.

**Include agency's fee scale and policy if client or program fees are charged.

IV. B. PERSONNEL DETAIL FORM

(For January 1, 2009 – December 31, 2009)

(Complete for each position in proposed program)

Name of Program: _____

POSITION/TITLE (NAME IF CURRENTLY FILLED)	LIST CERTIFICATION NEEDED, MINIMUM EDUCATION AND/OR EXPERIENCE REQUIRED	CHARGED TO CONTRACT 2009				IN-SCHOOL YOUTH/OUT OF SCHOOL YOUTH PROJECTION	
		Annual Salary Per Position	% of Time on Program	No. of Weeks on Program	Total Salary Costs Charged to Program	Amount of salary spent on In-School Youth (Max. 30%)	Amount of salary on Out-of School Youth (Min. 70%)
	Sum of all categories must equal total \$ for each position title						
TOTAL STAFF COSTS							

FRINGE BREAKDOWN

CATEGORY	% OF SALARY EXPENSE	GRANT AMOUNT
FICA		
PENSION		
WORKMEN'S COMPENSATION		
MEDICARE		
HEALTH BENEFITS		
OTHER (LIST)		
	TOTAL GRANT AMOUNT	

IV.C. SUMMARY INFORMATION**SOMERSET COUNTY**

	Funding	Number of Youth to be Served
1. Total Title I Youth Funds Requested:	\$	
A. Total Title I In School Youth Funds Requested		
B. Total Title I Out of School Youth Funds Requested		
2. Total Number In-School Youth ages 14-18		
3. Total Number of Out-of-School Youth ages 14-18		
4. Total Number In-School Youth ages 19-21		
5. Total Number of Out-of-School Youth ages 19-21		
6. Total Number of Youth for total funds requested		
7. Unit Cost per Participant (line 6 divided by line 1)	\$	
8. Unit Cost per Participant In school only (lines 2 +4 divided by line 1A)	\$	
9. Unit Cost per Participant Out of school only (lines 3+ 5 divided by line 1B)	\$	

(Minimum number of youth required to be served is 10)

(Maximum funding available is \$53,556)

HUNTERDON COUNTY

	Funding	Number of Youth to be Served
1. Total Title I Youth Funds Requested:	\$	
A. Total Title I In School Youth Funds Requested		
B. Total Title I Out of School Youth Funds Requested		
2. Total Number In-School Youth ages 14-18		
3. Total Number of Out-of-School Youth ages 14-18		
4. Total Number In-School Youth ages 19-21		
5. Total Number of Out-of-School Youth ages 19-21		
6. Total Number of Youth for total funds requested		
7. Unit Cost per Participant (line 6 divided by line 1)	\$	
8. Unit Cost per Participant In school only (lines 2 +4 divided by line 1A)	\$	
9. Unit Cost per Participant Out of school only (lines 3+ 5 divided by line 1B)	\$	

(Minimum number of youth required to be served is 8)

(Maximum funding available is \$42,084)

Note: Unit Cost is not to exceed \$6,000 per youth.

V. FISCAL INFORMATION

- A. Provide detail for FUNDING OFFSETS for 2009 of other projected revenue listed (include anticipated time frames for securing other funds, sources of potential funding, other revenue/fundraising strategies and anticipated dollar amounts):

	<u>2008</u>	<u>Secured or Anticipated</u>
Social Services Block Grant Funds:	\$ _____	_____
Contract # _____ Dates _____ to _____		
Community Development Block Grant Funds:	\$ _____	_____
Contract # _____ Dates _____ to _____		
Somerset County United Way Funds:	\$ _____	_____
United Way Funds (Other areas):	\$ _____	_____
Fundraising:	\$ _____	_____
Program Fees (attach fee scale):	\$ _____	_____
Corporate contributions:	\$ _____	_____
Foundations or other grants:	\$ _____	_____
Juvenile Justice Funds:	\$ _____	_____
Other (specify source and amounts):		
_____	\$ _____	_____
_____	\$ _____	_____

- B. Are WIA funds used to match or to leverage other funding sources? Please detail requirements, amounts, and corresponding contract details.
- C. Indicate specific additional funding sources which will be pursued in 2009 and/or 2010.
- D. Detail your organization's fund raising plan for 2009-2010.
- E. Indicate if program has sustained funding reductions from State, Federal and/or other sources in 2008 or anticipates any funding reductions for 2009. Indicate amounts and sources.
- F. Indicate overall CY'2008 & CY'2009 (estimate) agency budget: \$ _____
- G. Indicate your agency's cash reserve:
 Operational Reserve \$ _____ (represents _____ months of operating expenses).
 Other Reserve \$ _____ (represents \$ _____ reserved for specific purposes).
 Indicate purpose: _____

VI. A. PERFORMANCE STANDARDS SUMMARY

Younger Youth Performance Requirements

<i>Standard</i>	<i>Method of Documentation</i>	<i>Level of Achievement</i>
Program Completion – Describe what a youth must do in order to complete the program.		%
Skill Attainment Goals – <i>Includes Basic Skills, Occupational Skills and Work Readiness Skills as defined in the proposal.</i> <i>Please note that every basic skills deficient participant must have a basic skills attainment goal.</i>		%
School Retention – Youth will ■ Remain in school and be promoted to the next grade ■ Attend and advance in an approved alternative school or GED program, which keeps the youth from qualifying as a dropout; or ■ Achieve a GED or high school diploma.		%
Activity Retention – <i>After exiting the primary services, youth</i> ■ Remained in school for the full 9 months after exiting ■ Attended an approved alternative school or GED program, which keeps the youth from qualifying as a dropout for, at minimum, the 6th through 9th month after exiting ■ Are employed in the 9th month after exiting and retain employment for at least 3 consecutive months within 9 months after exiting; ■ Enroll in post-secondary education or advanced training by the 9th month after exiting. (Youth must have remained engaged from the time of enrollment through the 9th month.) ■ Began an apprenticeship program by the 9th month after exiting. (Youth must have remained engaged from the start date through the 9th month.); or		%

<i>Standard</i>	<i>Method of Documentation</i>	<i>Level of Achievement</i>
■ Enlisted and begin active military duty by the 9th month after exiting. (Youth must have remained engaged from the start date through the 9th month.)		
12 Months Follow-up Services – The Youth remained actively engaged in the full 12 months of follow-up services.		%

PERFORMANCE STANDARDS SUMMARY
Older Youth Performance Requirements

<i>Standard</i>	<i>Method of Documentation</i>	<i>Level of Achievement</i>
Program Completion – Describe what a youth must do to complete the program.		%
Initial Employment or Additional Education – At 3 months after exit from primary services, youth will ■ Be employed in an unsubsidized job; or ■ Be enrolled and actively participating in post-secondary education or advanced training.		%
Retention in Employment or Education – At 9 months after exit from primary services, youth will ■ Be employed in an unsubsidized job and have been employed for at least 3 consecutive months within 9 months after exiting; or ■ Be enrolled and actively participating in post-secondary education or advanced training. (Youth must remain engaged from the time of enrollment through the 9th month.		%

Standard	Method of Documentation	Level of Achievement
Wage Gain The average increase in wages of all youth will increase by the designated amount from the 5th through 11th month prior to enrolling in the program to the 5th through 11th month after exiting.		\$
Credential Achievement – Youth will obtain a credential recognized by the New Jersey Department of Education by the 9th month after exiting. (Recognized credentials include industry-recognized credentials, GEDs and high school diplomas.) The New Jersey Policy #0152 on credentials was issued on April 8, 2002 and can be found at on the Center for Occupational Employment Information website: Go to: www.wnjp.in.state.nj.us/coei/ Then go to “Credentials” Select “Work Force New Jersey Bulletin No. 152		%
12 Months of Follow-up Services – The Youth remained actively engaged in the full 12 months of follow-up services.		%

VI. B. PERFORMANCE AND ENROLLMENT BENCHMARKS (For January 1, 2009 – December 31, 2009)

Name of Program: _____

Enrollment

Identify how many youth will be enrolled at the end of each month. This should be a cumulative number such that the total in December 2009 should equal the total number of youth to be enrolled.

	Jan. 2009	Feb. 2009	Mar. 2009	April 2009	May 2009	June 2009	July 2009	Aug. 2009	Sept. 2009	Oct. 2009	Nov. 2009	Dec. 2009
In-School Youth												
Out-of-School Youth												

Program Services

Identify how many youth will be actively enrolled and receiving program services during each month. Identify the minimum number of hours of direct services to be provided per youth per month.

	Jan. 2009	Feb. 2009	Mar. 2009	April 2009	May 2009	June 2009	July 2009	Aug. 2009	Sept. 2009	Oct. 2009	Nov. 2009	Dec. 2009
In-School Youth												
Out-of-School Youth												

Performance – Younger Youth

Identify how many youth will achieve each performance benchmark at the end of each month. This should be a cumulative number such that the total in December 2009 should equal the total number of youth to achieve that benchmark.

	Jan. 2009	Feb. 2009	Mar. 2009	Apr. 2009	May 2009	June 2009	July 2009	Aug. 2009	Sept. 2009	Oct. 2009	Nov. 2009	Dec. 2009
Program Completion												
5-Months of Follow-up Services												
Follow-up Services Completed												
Skill Attainment												
School Retention												
Activity Retention												

Performance – Older Youth

Identify how many youth will achieve each performance benchmark at the end of each month. This should be a cumulative number such that the total in December 2009 should equal the total number of youth to achieve that benchmark.

	Jan. 2009	Feb. 2009	Mar. 2009	Apr. 2009	May 2009	June 2009	July 2009	Aug. 2009	Sept. 2009	Oct. 2009	Nov. 2009	Dec. 2009
Program Completion												
5-Months of Follow-up Services												
Follow-up Services Completed												
Initial Employment/ Education												
Retained Employment/ Education												
Credential												

VII. OTHER INFORMATION TO SUPPORT THIS PROPOSAL:

Provide any other program and/or financial information pertinent to this request for funding. (Limit to one-page only)

VIII. BOARD INFORMATION

- A. Indicate date Board action was taken to support this proposal:_____
- B. List all current Board member and mailing addresses. Indicate Board Officers or Committee Chairpersons.
- C. Authorizing Signatures: We the undersigned have reviewed and hereby approve submission of this proposal. This program is consistent with long-range agency plans with which the Agency Board concurs. We understand that funding will be provided on a performance based contractual basis. We further understand that payments will be made on a cost reimbursement basis after services are rendered. We understand that there is no guarantee of funding for January 1, 2009 to December 31, 2009. All current and subsequent funding is dependent upon availability of funds to the GRWIB, Somerset County from the NJ Department of Labor and Workforce Development and contract performance.

Executive Director

Date

Board Chairperson (signature)

Date

Board Chairperson (print name)

Board Chairperson's mailing address

The County of Somerset does not discriminate on the basis 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.

Proposal Checklist

The following checklist is provided as assistance to the development of the RFP Response.

It in no way supersedes or replaces the requirements of the RFP. Please initial on the lines below for each document/section attesting to the fact that you have read and/or included the documents with your RFP.

Administrative Conditions and Requirements	_____
Scope of Work	_____
Qualification Statement	_____
Proof of Licensure (If Applicable)	_____
References	_____
Evaluation Criteria	_____
Proposal Cost Form/Signature Page	_____
Acknowledgement of Receipt of Addenda	_____
Stockholder Disclosure	_____
Non-Collusion Affidavit	_____
Affirmative Action Statement	_____
Affirmative Action Mandatory Language	_____
Americans with Disabilities Act Mandatory Language	_____
Business Registration Certificate to be supplied with RFP	_____

PROPOSAL COST FORM/SIGNATURE PAGE

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:

**WIA YOUTH SERVICES
(Respondent to Provide Fee Schedule Based on Proposed Budget)**

The undersigned is a (Corporation)
(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

Telephone Number

Date

Fax Number

Email Address

COUNTY OF SOMERSET
STOCKHOLDER DISCLOSURE CERTIFICATION
N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)

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 Bidder/Business _____

Check which business entity applies:

- | | | |
|---|--|--|
| ☐ Partnership | ☐ Corporation | ☐ Sole Proprietorship |
| ☐ Limited Partnership | ☐ Limited Liability Partnership | ☐ Limited Liability Corporation |
| ☐ Subchapter S Corporation | ☐ Other _____ | |

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

Date Incorporated: _____ Where Incorporated: _____

Business Address:

STREET ADDRESS	CITY	STATE	ZIP

TELEPHONE #	FAX #	EMAIL	

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.

NAME	HOME ADDRESS

NAME	HOME ADDRESS

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. 52:34-25)

Subscribed and sworn to

before me this _____ day

of _____, _____.

Signature

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____.

REQUIRED EVIDENCE
AFFIRMATIVE ACTION REGULATIONS P.L. 1975, c. 127 (N.J.A.C. 17:27)

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L. 1975, c. 127, (N.J.A.C. 17:27). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following the Purchasing Agent:

1. A letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Program.
OR
2. A Certificate of Employee Information Report Approval.
OR
3. An Affirmative Action Employee Information Report (Form A.A. 302)
OR
4. All successful contractors must submit at signing of the contract an Initial Project Manning Report (AA201) for any contract award that meets or exceeds the Public Agency bidding threshold (available upon request). NO FIRM MAY BE ISSUED A CONTRACT UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, c. 127

The following questions must be answered by all bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?

YES _____ NO _____
If yes, please submit a photostatic copy of such approval.

2. Do you have a State Certificate of Employee Information Report Approval?

YES _____ NO _____
If yes, please submit a photostatic copy of such certificate.

THE UNDERSIGNED CONTRACTOR CERTIFIES THAT HE IS AWARE OF THE COMMITMENT TO COMPLY WITH THE REQUIREMENTS OF P.L. 1975, c. 127 AND AGREES TO FURNISH THE REQUIRED DOCUMENTATION PURSUANT TO THE LAW.

Company _____ Signature _____

Print Name _____ Title _____

Date _____

NOTE: A CONTRACTOR S BID MUST BE REJECTED AS NON-RESPONSIVE IF A CONTRACTOR FAILS TO COMPLY WITH REQUIREMENTS OF P.L. 1975, c. 127, WITHIN THE TIME FRAME.

“ADVISORY”

PENDING PUBLICATION FROM THE DIVISION OF CONTRACT COMPLIANCE AND EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTING FORMERLY REFERRED TO AS “AFFIRMATIVE ACTION” AMENDMENTS - REPEALS - NEW RULES

N.J.S.A. 10:5-31 et seq. & N.J.A.C. 17:27 et. seq.

- Name Change to “Division of Contract Compliance and Equal Employment Opportunity in Public Contracting”
- Further clarify and define standards necessary to implement the law
- Changes that strengthen Department’s enforcement powers
- Shift in focus from Affirmative Action to EEO in public contracting (requires insertion of “EEO” whenever “AA” appears in mandated language) advertisements, specifications and contracts
- Defines affirmative action good faith steps to ensure EEO, not quotas
- A plan that complies with N.J.A.C. 17:27, affirmative action plan
Program Monitoring Unit means Construction, Procurement or Public Agency units
“demolition” included in “construction contract” and “construction project”
Both goods & services and public works contract language amended to include “gender identity or expression, disability and nationality to protected classes
“goods & services contractor” deleted (G&S used in LPC)
“vendor” clarified to include goods & services contractor & professional services
- New 17:27-3.2 – sets forth requirements for public agencies to comply, cooperate with Division mandatory language, provide vendors and construction contractors with copies of law and rules as requested etc., etc., etc., etc., etc.
- Contractors and sub-contractors must provide the Division with evidence of good faith efforts on request
- \$150 fee for vendors for initial issuance & renewal of Certificate of Employee Information Report to offset Divisions operating Costs; 50+ workers every three years; less than 50 every seven years

17:27-5.5 – Additional criteria for determining good faith efforts

- 7.2 currently reserved – being amended to provide that the Division will discuss the construction contractor’s responsibilities, the targeted employment goals and good faith criteria at either
 - a. A preconstruction meeting
 - b. Initial job meeting
 - c. During the first site monitoring visit
- 7.3 new-construction contractor & sub-contractors compliance obligation
- 7.4 financing of minority & women worker outreach & training has been repealed
- Public Agency has 30 days from receipt of a letter advisement to correct the violation
- Construction contractor, vendor or public agency – fines & penalties up to \$1,000 per day
(1st-\$250; 2nd \$500 and 3rd \$1,000) according to size of vendor’s/contractor’s business or population of the public agency
- Factors in assessing a fine or penalty
- Use of the term “targeted” in conjunction with employment goals

All Engineering personnel and related professionals dealing with construction contracts are advised to read the entire rule changes for Contractor and Subcontractor Compliance Obligations beginning at 17:27-7.3

EXHIBIT A
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, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act 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 afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to 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, labor unions, that it does not discriminate on the basis of age, 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, 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

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. S121 01 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.

October 20, 2004

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

ALERT
FAILURE TO INCLUDE A COPY OF YOUR
NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
IS CAUSE FOR REJECTION OF YOUR PROPOSAL

THESE ARE **SAMPLES** OF THE **ONLY** ACCEPTABLE
BUSINESS REGISTRATION CERTIFICATES.

FAILURE TO SUBMIT ONE OF THESE DOCUMENTS **WITH THE RFP** WILL CAUSE YOUR RESPONSE TO
BE REJECTED, REGARDLESS OF THE FACT THAT A COPY MAY ALREADY BE ON FILE WITH THE
COUNTY OF SOMERSET.

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

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, N.J. 08646-0252

TAXPAYER NAME:
TAX REGISTRATION TEST ACCOUNT

TAXPAYER IDENTIFICATION#:
970-097-382/500

ADDRESS:
847 ROEBLING AVE
TRENTON NJ 08611

EFFECTIVE DATE:
01/01/01

FORM-BRC(08-01)

TRADE NAME:
CLIENT REGISTRATION

SEQUENCE NUMBER:
0107330

ISSUANCE DATE:
07/14/04

John S. Tully
Acting Director

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

 STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT

Trade Name:

Address: 847 ROEBLING AVE
TRENTON, NJ 08611

Certificate Number: 1093907

Date of Issuance: October 14, 2004

For Office Use Only:
20041014112823533

COUNTY OF SOMERSET

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>ADDENDUM NUMBER</u>	<u>DATE</u>	<u>ACKNOWLEDGE RECEIPT (Initial)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

FORM NOT REQUIRED IF NO ADDENDA ISSUED