

Greater Raritan Workforce Development Board

NOTICE OF REQUEST FOR PROPOSALS

The Greater Raritan Workforce Development Board (GRWDB) is soliciting proposals through the competitive contracting process in accordance with N.J.S.A. 40A:11-4.1, et seq.

The GRWDB is seeking services of a One Stop Operator to coordinate the service delivery of the required One Stop partners and service providers and who will be responsible for reporting to the GRWDB. The Request for Proposal is for the time period of July 1, 2020 to June 30, 2022 with the option to extend the contract on an annual basis for up to two years. Anticipated funds available for the first 12 months are \$25,000. Funding is dependent upon receipt of funds from the New Jersey Department of Labor and Workforce Development. There is no guarantee of funds or of contract extensions.

Sealed Request for Proposal (RFP) responses will be received on Friday, March 27, 2020, at 5:00 PM by the Chair, Greater Raritan Workforce Development Board, c/o Julie Cherichello, Hunterdon Healthcare, 2100 Westcott Drive, Flemington, NJ 08822, at which time and place responses will be opened for:

Greater Raritan Workforce Development Board
Competitive Contract for One Stop Operator Services
Greater Raritan Local Area Program Year 2020

Specifications and instructions may be obtained at the Greater Raritan Workforce Development Board web site, www.thegrwdb.org, or the Greater Raritan Workforce Development Board office at 27 Warren St., third floor, Somerville, NJ 08876.

RFP Addenda will be issued on the website. 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.

Respondents are required to comply with the requirements of N.J.S.A 10:5-31 et seq. and N.J.A.C 17:27 et seq.

1. Introduction

In accordance with the requirement of the Workforce Innovation and Opportunity Act (WIOA) (Public Law 113-228) of 2014, the Greater Raritan Workforce Development Board (GRWDB) is seeking proposals from eligible applicants to serve the Local Area in the role of One Stop Operator, based on available federal funding and consistent with the law, regulations and guidelines of WIOA and the WorkFirst New Jersey program.

The purpose of this Request for Proposals is to ensure competitive selection of a provider for One Stop Operator services as defined in this Request for Proposals and as prescribed in WIOA.

2. Administrative Conditions and Requirements

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

2.1 Schedule

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

- | | |
|---|---|
| 1. Release of RFP | Feb. 26, 2020 |
| 2. Questions and Clarifications Due | March 9, 2020 |
| 3. Final Interpretations and Addenda Issued | March 16, 2020 |
| 4. Responses Due | March 27, 2020 |
| 5. Evaluation Completed | April 3, 2020 |
| 6. GRWDB Decision | April 9, 2020 |
| 7. Administrative/Freeholder Approval | April 28, 2020 (Agenda Session) May 12, 2020 (Regular Meeting) |
| 8. Contract Initiation | July 1, 2020 |

2.2 Proposal Submission Information

Submission Date and Time:
5 p.m. Friday, March 27, 2020

One (1) Original *signed in ink* & Four (4) copies

Three (3) ring binders or elaborate binding is unnecessary.

Submission Office:

Hunterdon Healthcare
c/o Julie Cherichello
Human Resources Department
2100 Westcott Drive
Flemington, NJ 08822

Clearly mark the submittal package with the title of this RFP and the name of the responding firm. The original proposal shall be **signed in ink** and marked to distinguish it from the four (4) copies. **Faxed or emailed proposals will NOT be accepted.**

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

2.3 Using Department Information

Greater Raritan Workforce Development Board
27 Warren St., third floor
Somerville, NJ 08876
Paul Grzella, Director
908-203-6044

2.4 County Representative for this Solicitation

Please direct all questions electronically in writing with the subject line “Question – One Stop Request for Proposal” to:

Paul Grzella, Director
Greater Raritan Workforce Development Board
27 Warren St., third floor
Somerville, NJ 08876

2.5 Interpretations and Addenda

The respondent understands and agrees that its proposal is submitted on the basis of the specifications prepared by the GRWDB. The respondent accepts the obligation to become familiar with these specifications. Respondents are expected to examine the RFP with care and observe all their 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 through the Greater Raritan Workforce Development web site, www.thegrwdb.org. Therefore, interested respondents should check the website from now through RFP opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

2.6 Quantities of Estimate

Wherever the estimated quantities of work to be done are shown in any section of this RFP, including the Proposal Cost Form, they are given for use in comparing proposals. The owner especially reserves the right (except as herein otherwise specifically limited) to increase or diminish the quantities as may be deemed reasonably necessary or desirable by the owner to complete the work detailed by the contract. Such increase or

diminution shall in no way violate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

2.7 Cost Liability and Additional Costs

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

Respondents will assume responsibility for all costs not stated in their proposals. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the owner as noted in 2.6, are not to be billed and will not be paid.

2.8 Statutory and Other Requirements

2.8.1 Compliance with Laws

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

2.8.2 Mandatory EEO/Affirmative Action Compliance - N.J.S.A 10:5-31 et seq. and N.J.A.C 17:27 et seq.

Excluded from the definitions for public agency contract are contractual agreements between public agencies.

No firm shall be issued a contract unless it complies with the EEO/Affirmative Action requirement 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 - 42 U.S.C. S121 01 et seq.

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 Ownership Disclosure

This applies to all forms of corporations and partnerships, including limited partnerships, limited liability corporations, limited liability partnerships, and subchapter S corporations and non-profit organizations

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 said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporations 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 - N.J.S.A. 52:34-15

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

2.8.6 Proof of N.J. Business Registration Certificate N.J.S.A. 52:32-44

The Law does not apply to contracts with non-profits and other governmental agencies.

A Business Registration Certificate (BRC) is required to be submitted as part of any response to this RFP. NJ Local Public Contracts Law (N.J.S.A 40A:11-23.2) permits the BRC to be provided with the proposal or submitted subsequently. If a BRC is not submitted with the proposal it must be filed with the Owner prior to aware of the contract. A BRC is obtained from the New Jersey Division of Revenue. Entities or individuals that need to file for a certificate may do so online at the following link: www.state.nj.us/treasury/revenue/busregcert.shtml.

2.8.7 Pay to Play – Notice of Disclosure Requirement

The law does not apply to municipalities responding to the request for funding. It does apply to non-profit organizations.

Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

2.8.8 Assign, Sublet or Transfer Any Rights/Interests

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

2.8.9 Insurance and Indemnification

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

The contractor 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.

Indemnification

The contractor agrees to indemnify and save harmless the owner, its officers, agents and employees, hereinafter referred to as indemnitees, from all suits, including attorney's fees and costs of litigation, actions, loss damage, expense, cost of claims, of any character or on account of any act, claim or amount arising or recovered under Worker's Compensation law, or arising out of failure of the Contractor or those acting under Contractor to conform to any statutes, ordinances, regulations, law or court decree. It is the intent of the parties to this contract that the indemnities shall, in all instances, except for loss or damage resulting from the sole negligence of the indemnitee, be indemnified against all liability, loss or damage of any nature whatsoever.

Insurance Requirements:

Worker's Compensation and Employer's Liability Insurance

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

General Liability Insurance

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

Automobile Liability Insurance

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

Professional Liability/Malpractice Insurance Policy (if applicable)

Coverage in the amount of \$2,000,000.00/occurrence, \$4,000,000.00 aggregate and assurance that each such policy for each staff member remains full and in effect while providing services for owner.

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

Errors and Omissions Insurance

- A. The contractor shall purchase and maintain during the entire period of this contract, errors and omissions insurance that shall protect the contractor and the owner from any and all claims that may arise out of or result from the contractor's performance of this contract. Specifically, the errors and omissions insurance shall have limits of not less than \$2,000,000.00 dollars per occurrence and \$4,000,000.00 dollars in the aggregate.
- B. Certificates of the Required Insurance
Certificates as listed above shall be submitted along with the contract as evidence covering Errors and Omissions insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey.

The contractor shall provide the owner with a Certificate of Insurance naming the owner, its employees, officers, and agents as additionally insured, and evidencing the existence of required insurance prior to the commission of work.

The owner will not accept Mutual Limitation of Liability terms.

2.8.10 Health Insurance Portability and Accountability Act of 1996 - HIPAA (If Applicable)

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

The Contractor shall:

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

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

2.8.11 Proof of Licensure

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

2.8.12 Disclosure of Investment Activities in Iran – P.L. 2012, c. 25

The law does not apply to municipalities responding to the request for funding. It does apply to non-profit organizations.

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

2.9 Public Emergency

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

2.10 Multiple Proposals Not Accepted

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

2.11 Failure to Enter Contract

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

2.12 Commencement of Work

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

2.13 Time of Completion

It is hereby understood and mutually agreed, by and between the respondent and the owner, that the date on which the work shall be substantially complete as specified in the RFP is an essential condition of this contract. It is further mutually understood and agreed that the work and contract time embraced in this Contract shall commence on the date specified and that the resulting contract shall be completed in sequence and time frames identified by the owner.

The respondent agrees that said services shall be processed regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the respondent and the owner, that the time of completion of the services described herein is a reasonable time for the completion of it.

2.14 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.

2.15 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.

2.16 Force Majeure

Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of this Agreement if the fulfillment of any term or provision of this Agreement is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of this Agreement is delayed or prevented by any court order, or action or

injunction or other such agreement, this Agreement shall become voidable by the County of Somerset by notice to each party.

2.17 Challenge of Specifications

Any respondent who wishes to challenge a specification shall file such challenge in writing with the Somerset County Administrator's Office, P.O. Box 3000, 20 Grove St., Somerville, NJ 08876 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.

2.18 Payment

Invoices shall specify, in detail, the period for which payment is claimed, the amount claimed and correlation between the services claimed, and the Proposal Cost Form. Invoices should be submitted no later than 5th (Fifth) business day each of month to the GRWDB office, 27 Warren St., third floor, Somerville, NJ 08876. This monthly invoice should include an associated financial statement with details on costs including but not limited to salaries, wages, fringe benefits, occupancy and operations.

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.

2.19 Non-payment of Penalties and Interest on Overdue Bills

Public funds may be used to pay only for goods delivered or services rendered. The owner 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.

2.20 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/USB flash drive media compatible with the owner's computer operating system windows based, Microsoft Office 2010.

Under state and federal statutes, certain government records are protected from public disclosure. The County, the Contractor and any Subcontractors have a responsibility and an obligation to safeguard from public access an employee's personal information with which it has been entrusted when disclosure thereof would violate the employee's reasonable expectation of privacy. All payroll, personnel and health insurance related files are confidential. Additionally the Contractor and any Subcontractors may be privy to sensitive law enforcement information or investigations during their review which must remain confidential. The County reserves the right to make any public disclosure under the law. Also among government records deemed confidential are administrative or technical information regarding computer hardware, software and networks that, if disclosed, would jeopardize computer security. The Contractor and any Subcontractor(s) are prohibited from the sale or distribution of all supplied information to any third party.

2.21 Source of Specifications/RFP Packages

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

2.22 Altering Official Document

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

2.23 RFP Preparation of Forms

RFPs ***must be signed in ink by the respondent***; all quotations shall be made with a typewriter/computer or pen and ink. Any quotation showing any erasure alteration must be initialed by the respondent in ink. Unit prices and totals are to be inserted in spaces provided.

2.24 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: www.irs.gov/pub/irs-pdf/fw9.pdf

3. Scope of Work (SOW)

3.1 Background

Greater Raritan Workforce Development Board (GRWDB) serves the counties of Hunterdon and Somerset, New Jersey, as established by the Boards of Chosen Freeholders of the Counties of Hunterdon, New Jersey and Somerset, New Jersey and designated by the New Jersey State Employment and Training Commission as described in the Workforce Innovation and Opportunity Act of 2014 (WIOA) and the New Jersey State Employment and Training Commission in the New Jersey Combined State Plan for WIOA, 2016, and updated in 2019.

Members of the Greater Raritan Workforce Development Board are appointed by the respective County Freeholder Boards consistent with the Joint Agreement between parties. The members of this public-private partnership are responsible for oversight of the workforce development and delivery system in the two counties, working to ensure the needs of businesses and job seekers are met. This includes the investment of federal grant

funds through WIOA, investment of state grant funds through WorkFirst New Jersey, and establishment of policy and oversight the One Stop Operator. WIOA requires that the GRWDB secure a One Stop Operator through a competitive bid basis.

The GRWDB employs staff to work collaboratively with all partners, including the One Stop Operator, to address the short- and long-term needs of employers and job seekers in the two counties.

The County of Somerset, New Jersey serves as the Fiscal Agent and the administrative entity for the Greater Raritan Local Area with respect to federal WIOA and WorkFirst NJ funds.

The primary provider of direct services to individuals through the federal and state grant funds in the Greater Raritan Local Area is the Somerset County Department of Human Services through a unique division titled in federal law as Career Services. This arrangement is consistent with the Joint Agreement between the two counties. The One Stop Operator will work with the Greater Raritan Career Division to ensure that the policy and planning priorities of the GRWDB are met.

Sub-recipient and other contracting methods used by the Greater Raritan Career Services will follow the established procedures of the Somerset County purchasing agent.

3.2 Eligible Applicants

As defined by WIOA, organizations eligible to apply under this solicitation include governmental entities, non-profit organizations, and for-profit organizations with proven records of success in providing the One-Stop Operator services.

3.3 Vision

The One Stop Operator is one of the partners collaborating with the GRWDB to achieve the board's vision for the Local Area:

- Creating an environment of continuous improvement in efficiency and effectiveness of workforce investments based on the needs of job seekers and employers.
- Setting high standards for all operating areas of the Greater Raritan Workforce Development Board, One Stop Operator, career services, and training services.
- Creating a culture where expectations are exceeded and accomplishments are recognized.
- Increasing the engagement of employers and job seekers with a focus on increased customer satisfaction levels and performance outcomes.
- Expanding opportunities for employers and job seekers through increased market penetration with a focus on serving the needs of local businesses.
- Expanding opportunities and outcomes for youth populations with a focus on sustainable wage career employment.

3.4 Purpose

In accordance with the requirements of the Workforce Innovation and Opportunity Act of 2014, the One Stop Operator shall be the conveyor of services that coordinate the diverse services of the One-Stop system partners.

Working in collaboration with the GRWDB, the One Stop Operator will ensure that the One Stop delivery system is customer-focused, uses state metrics and dashboard systems to help direct strategies and programs, produces as appropriate monthly reports on customer usage and financial progress of grant expenditures, and focuses on providing wide access to all services available in the system to job seekers and businesses.

WIOA requires local board to establish a One Stop delivery system and conduct oversight of that system that leads to the creation of a seamless and robust customer-focused One Stop delivery system. The resulting system integrates service delivery across all programs and enhances access to all programs available in the system.

The One-Stop partners that carry out a required program or activity in a local area “shall provide access through the One-Stop delivery system to such program or activities carried out by the entity, including making the career services that are applicable to the program or activities available at the One-Stop centers (in addition to any other appropriate locations).”

WIOA establishes a number of required partners in the One-Stop delivery system. These partners include but not limited to:

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

3.5 Responsibilities

Greater Raritan’s two One-Stop Career Center locations offer job seeker services by providing career pathway opportunities. For many job seekers this may simply mean access to job listings, while others may require skill and aptitude evaluations, job search assistance, adult education, occupational skills training, registered apprenticeships, or individual training account grants. In addition, some may require temporary financial assistance, needs based payments or supportive services. The One Stop Operator will ensure that staff members in the Career Centers help all customers access the services and information they need, as envisioned by the GRWDB.

A primary responsibility of the GRWDB staff is ensuring the Board policies are implemented. To the extent that Board policy impacts One Stop Operator activities, the selected respondent will be accountable to the GRWDB through the GRWDB director.

The One Stop Operator entering into this contract agrees to collaborate with the GRWDB on required service activities of the workforce development system as outlined in the Workforce Innovation and Opportunity Act (WIOA) and the State of New Jersey SETC WIOA State Consolidated Plan.

The One-Stop Operator will coordinate the service delivery of required One-Stop partners and service providers throughout the Greater Raritan One-Stop system. This includes providing feedback and technical assistance for the Greater Raritan Memorandum of Understanding for One Stop partners as well as the Cost Allocation and Infrastructure Agreements (IFA) as required by WIOA.

The Operator shall:

- Maintain regular office hours of 10 hours per week
- Ensure the programs and public access areas of the One Stop Career Centers can be openly accessed five days a week by all community members

- Work with the One Stop Career Center team leader to ensure One Stop staff participate in local and state training opportunities
- Work with the One Stop Career Center team leader to ensure One Stop staff participate in GRWDB board and committee activities and meetings as appropriate to further the board's vision and mission
- Work with the One Stop Career Center team leader to ensure One Stop staff participate in community outreach and marketing efforts in non-traditional ways and venues; these efforts may be at the direction of the GRWDB or at the request of department and governmental leaders in Hunterdon or Somerset counties
- Work with the One Stop Career Center team leader on the administration and management of the One Stop Career programming provided to job seekers from Hunterdon and Somerset counties through New Jersey Department of Labor grants or other grant sources secured by the GRWDB
- Work with the One Stop Career Center team leader and the GRWDB staff to ensure that programming addresses the distinct needs of special populations that include veterans, youth, 55+, re-entry, public assistance recipients and those living with a disability
- Work with the One Stop Career Center team to ensure that the team is sharing the monthly state data reports with customers, and understands how to use these reports to inform decision-making
- Work with the One Stop Career Center team to produce a monthly dashboard report that captures how the One Stop system's programs are serving these various populations on a monthly and annual basis
- Work with the One Stop Career Center team leader and the GRWDB staff to monitor all programs and services to ensure that the provision of services is being conducted within state and federal mandates and guidelines and that state mandated outcomes are being met
- Work with the One Stop team to monitor the program and administration budgets it is responsible for, and ensure that the team provides to the GRWDB a monthly report on all program payables and obligations for use in the state Local Area Report
- Convene systems partners to discuss pertinent issues related to the job seekers and resolve program and process coordination issues, including customer-focused design of programs and services, to achieve better performance
- Assist in development of required memorandum of understanding, inter local government agreements, and other contractual obligations. The One Stop Systems Partners' MOU will provide at a minimum a description of the One Stop services and delineate how those services will be provided
- Assist in the development of proposals as needed in response to RFP's, RFQ's and Notice of Grant Opportunities (NGOs)
- Ensure One Stop representation at meetings as specified by federal, state, and local funding authorities as determined by GRWDB.

3.6 Deliverables

The One Stop Operator will adhere to all Federal reporting processes as released or developed by state policy, specifically, requirements in keeping with policy being developed by the State Employment and Training Commission and the New Jersey Department of Labor and Workforce Development.

The One Stop Operator will provide the following deliverables at the intervals specified:

- By the 5th day of each month, provide a report covering the previous month's activities by the One Stop Career Center team, including customer-service activities, community-outreach and workshop programs and efforts, staff-training activities and other related activities that reflect how the One Stop team is serving the community and fulfilling the vision and mission of the GRWDB
- By the 5th day of each month, ensure that the appropriate One Stop team member is providing to the GRWDB an updated monthly accrual of payables and obligations in a format compatible to the state's Local Area Report
- By the 5th day of each month, ensure that One Stop team members have updated the Local Dashboard showing service levels to each of the populations mandated to be served, and continue to review the

dashboard with the GRWDB to update it as needed to reflect strategic priorities as determined by the GRWDB

- Work with the One Stop team leader to manage the weekly update of the One Stop text alert system, and ensure that all One Stop personnel are participating in other marketing efforts as established by the GRWDB
- Work with the One Stop team leader to write a “Success Story” on a One Stop customer every other month for use on the GRWDB web site and in the annual report
- Conduct One Stop partner meetings three times per program year, and report on the meetings to the GRWDB. This report will include feedback of the One Stop systems’ performance, identify areas for new collaboration, and recommendations for system improvements
- Help develop proposals as needed in response to RFPs, RFQs, NGOs and other grant applications
- Attend bi-monthly meetings of team leaders in the Greater Raritan system. This meeting is convened by the director of the GRWDB, and includes team leaders of the One Stop Career Center, Employment Services, the Division of Vocational Rehabilitation and the area’s state Business Representatives
- Attend meetings as specified by federal, state, and local funding authorities as determined by GRWDB, and ensure that One Stop team members participate in local GRWDB committee and board meetings as well as state meetings as appropriate.

Feedback on the performance of the One Stop Operator will be given by the GRWDB staff every six months, and include input from GRWDB board members.

Respondents acknowledge and agree that they have read and reviewed federal and state law, policy, regulations and guidelines related to and affecting the provision of services as outlined. While the GRWDB has made every effort to insure this Request for Proposals is consistent with all known requirements, it is an expectation that the Operator will perform those functions required in the Workforce Innovation and Opportunity Act of 2014 and any related or connected state laws, directives, requirements, policies, procedures, and/or planning documents.

In submitting a response to the Request for Proposals respondents acknowledge that changes in laws, regulations, and policies may potentially affect the One Stop Operator responsibilities and the needs of the Greater Raritan Workforce Development Board. While the Greater Raritan Workforce Development Board will evaluate responses based solely on the information contained in the Request for Proposals, changes in requirements may alter the terms and conditions of a final contract.

4. Proposal Requirements

4.1 Qualification Statement

A statement is to be provided by the respondent identifying who will serve as the primary contractor. The Qualifications Statement shall identify the eligible applicant category as contained in the Workforce Innovation and Opportunity Act (WIOA) of 2014. The statement shall set forth brief details of the firm's principal activities, the number of personnel in the firm and the firm's location. Please provide a list of (3) three clients for whom similar services have been provided. Include the following in your response:

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

The Qualifications Statement narrative should include acknowledgement of the vision, goals, strategic priorities, operating environment, scope of work, and deliverables within the Request for Proposals and state the respondents experience in performing similar work and specify how the respondent intends to fulfill responsibilities under this Request for Proposals consistent with WIOA.

4.2 Key Personnel Information

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

Each proposal must include the identification of the individual(s) who will perform the duties of One Stop Operator for the Greater Raritan Local Area. In cases where the permanent One Stop Operator will be recruited and selected following contract award, the proposal must identify the individual who will serve as Interim Operator while the permanent Operator is being selected. Each proposal should also describe the process that will be used in transitioning from an Interim One Stop Operator to a permanent Operator.

The Staffing Plan must provide a description of how the respondent will fulfill responsibilities outlined in the Scope of Work and should include an anticipated organization and staffing structure for One Stop Operator services. The organization and staffing structure submission should envision connections between the One Stop Operator, required Partners and other providers, Fiscal Agent, and the Workforce Development Board and staff.

4.3 Experience

The respondent shall describe their experience in performing similar work and detail how this experience will benefit residents of Hunterdon and Somerset County, NJ who are in need of help in transitioning from unemployment or underemployment to gainful employment.

The narrative shall communicate relevant experience of the respondent in carrying out similar initiatives and provide examples of how the organization has demonstrated leadership in achieving outcomes, used strategic planning to define goals and objectives, developed data to inform decision making, expand services, and achieved collaborative and coordinated delivery of services.

4.4 Budget Proposal

The respondent must present a budget to perform One Stop Operator services as detailed in this Request for Proposals.

The budget proposal must be presented on a fixed price basis and include a breakdown of costs for personnel including fringe benefits, costs for operating expenses including rent, and costs for any overhead expenses beyond rent including telephone, internet, equipment rentals, etc.

The budget narrative should describe how the respondent has managed budgets and financial resources in achieving desired outcomes and identify any special strengths or talents of the respondent in meeting the needs of the GRWDB.

The respondent shall also identify and quantify any in-kind services to be provided to the benefit of the owner.

It is anticipated that a majority, if not all, of the costs associated with the provision of One Stop Operator services are program related costs as defined in the Workforce Innovation and Opportunity Act of 2014.

4.5 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. Budget Proposal Form
2. Proposal Cost/Signature Form
3. Non-Collusion Affidavit
4. Ownership Disclosure Form
5. Affirmative Action Statement
6. Acknowledgement of Receipt of Addenda
7. Disclosure of Investment Activities In Iran

4.6 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. The owner will either award the Contract within the applicable time period or reject all proposals.

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

5.2 Rejection of Proposals

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

5.3 Evaluation Process

An evaluation team will review all proposals to determine if they satisfy the Proposal Requirements, determine if a proposal should be rejected and evaluate the proposals based upon the Evaluation Criteria. The highest-ranking respondent will then be recommended to the governing body for award of contract. Once approved by the GRWDB, the award of contract will be presented to the Board of Chosen Freeholders of the County of Somerset, NJ, for approval.

Evaluation Team – RFP respondents are prohibited from contacting any member of the evaluation team directly without a formal invitation. If it is found that a respondent has attempted to discuss their proposal with a team member without an invite then their proposal may be deemed unresponsive. All questions during the evaluation period shall be directed to the GRWDB Director.

5.4 Evaluation Criteria

The scoring of proposals will be performed by a One Stop Operator Selection Committee appointed by the GRWD with final selection by the vote of the GRWDB.

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

Scoring will be based on the quality of the content of the RFP and the respondent's ability to communicate a thorough understanding of the required tasks and the approach to meet the scope of work outlined in the RFP. The proposals will be evaluated for general compliance with instructions and requests issued in the RFP. Non-compliance with significant instructions will be grounds for disqualification of proposals.

A points system will be utilized for scoring, with a maximum number of points assigned for each evaluation category.

| | Item/Activity/Task/Responsibility | Points |
|-----------|---|---------------|
| 3./5.4.1 | Understanding of the requested work (0 to 20 points) | |
| 4.3/5.4.2 | Service Delivery Plan supports Scope of Work (0 to 20 points) | |
| 4.4/5.4.3 | Staffing plan to support the Scope of Work (0 to 20 Points) | |
| 4.5/5.4.4 | Experience in providing similar services (0 to 10 points) | |
| 5.4.5 | Ability to meet schedule (0 to 10 points) | |
| 4.6 | Accessibility of respondent (0 to 10 points) | |
| 4.8/5.4.6 | Cost/Budget Proposal (0 to 10 points) | |

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 how well the respondent has communicated their ability to perform all of the tasks and fulfill adequately the stated requirements.

5.4.3 Management, Experience and Personnel Qualifications

Expertise of the firm shall be demonstrated by past contract successes providing clients 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.

5.4.4 Ability to Complete the Project/Services in a Timely Manner

This is based on an evaluation of how well the respondent has connected their management plan, service delivery plan and budget to the successful implementation of the scope of work and achievement of deliverables.

5.4.5 Cost/Budget Proposal

Evaluation will be based on total overall costs to complete the scope of work and deliverables with consideration given to the provision of stand-in services.

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

5.5 Payment

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

A properly executed County voucher will be produced upon receipt of a detailed monthly invoice for reimbursement of expenses incurred in providing One Stop Operator services during the previous month. The monthly invoice should include an associated financial statement with details on costs including but not limited to salaries, wages, fringe benefits, occupancy, and operations consistent with allowable cost categories as permitted in the Workforce Innovation and Opportunity Act of 2014.

5.6 Term of the contract

The term of this contract is two (2) years with two (2) one-year renewal options contingent on available funding and satisfactory performance. The option to extend may be exercised by mutual agreement in accordance with terms of N.J.S.A. 40A:11-4.1 et seq.

5.7 Notice of Award

The successful respondent will be notified of the award of contract upon a favorable decision by the GRWDB.

RFP DOCUMENT CHECKLIST

**Read,
Acknowledged,
Signed & Submitted
Respondent's Initial**

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

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

B. REQUIRED NO LATER THAN TIME PERIOD INDICATED

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

- Qualification Statement _____
- Key Personnel Information _____
- Three (3) references for similar projects _____
- Projected project plan and timeline (Gantt Chart) _____
- Disclosure of Activities in Iran _____

**B.2 MUST POSSESS CERTIFICATE BY CONTRACT AWARD DATE
“SUBMISSION OF CERTIFICATE WITH RESPONSE PREFERRED”**

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

B.3 MUST SUBMIT BY CONTRACT AWARD DATE

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

C. READ ONLY

- Americans With Disability Act of 1990 Language _____

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

Name of Respondent: _____ Date: _____

By Authorized Representative:

Signature: _____

Print Name & Title: _____

BUDGET PROPOSAL FORM

Instructions: The respondent must provide a Budget Proposal in the form below. The item column should be used to describe the service or resource to be provided consistent with the RFP scope of work.

For staff the respondent may identify individuals by either name or title under the Item column. For individual staff the Quantity should be the number of hours per week and be year (week/year). For staff the Unit Cost should be the hourly rate inclusive of all other costs such as fringe benefits. For staff the Total column should be the annualized cost.

For items such as office space the Quantity should be the number of square feet with the Unit Cost being cost per square foot and the Total being the annualized cost.

Items such as general office supplies may be shown as a Quantity and United Cost of one (1) for the year.

If the respondent will provide stand-in goods or services these should be quantified and listed as stand-in with a description of the good or service. For stand-in items an annual value is sufficient in the Total column.

| Item | Description | Quantity | Unit Cost | Total Annualized Cost |
|-------------|--------------------|-----------------|------------------|------------------------------|
| 1 | | \$ | \$ | \$ |
| 2 | | \$ | \$ | \$ |
| 3 | | \$ | \$ | \$ |
| 4 | | \$ | \$ | \$ |
| 5 | | \$ | \$ | \$ |
| 6 | | \$ | \$ | \$ |
| 7 | | \$ | \$ | \$ |
| 8 | | \$ | \$ | \$ |

The undersigned declares that he/she has read the Notice, Instructions, Affidavits and Scope of Work 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 above items.

Respondent's representative (print) _____ Date _____

Respondent's representative (sign) _____

OWNERSHIP DISCLOSURE FORM

BID SOLICITATION #: _____ VENDOR {BIDDER}: _____

PART 1

PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE "YES" OR THE "NO" BOX.
ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO
COMPLETE THIS FORM PURSUANT TO N.J.S.A. 52:25-24.2

PLEASE NOTE THAT IF THE VENDOR/BIDDER IS A NON-PROFIT ENTITY, THIS FORM IS NOT REQUIRED.

| | | |
|--|--------------------------|--------------------------|
| | YES | NO |
| 1. Are there any individuals, corporations, partnerships, or limited liability companies owning a 10% or greater interest in the Vendor {Bidder}? | <input type="checkbox"/> | <input type="checkbox"/> |
| IF THE ANSWER TO QUESTION 1 IS "NO", PLEASE SIGN AND DATE THE FORM. | | |
| IF THE ANSWER TO QUESTION 1 IS "YES", PLEASE ANSWER QUESTION 2—4 BELOW. | | |
| 2. Of those parties owning a 10% or greater interest in the Vendor {Bidder}, are any of those parties individuals? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Of those parties owning a 10% or greater interest in the Vendor {Bidder}, are any of those parties corporations, partnerships, or limited liability companies ? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. If you answer to Question 3 is " YES ", are there any parties owning a 10% or greater interest in the corporation, partnership, or limited liability company referenced in Question 3? | <input type="checkbox"/> | <input type="checkbox"/> |
| IF ANY OF THE ANSWERS TO QUESTION 2-4 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 2 BELOW. | | |

PART 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO QUESTIONS 2—4 ANSWERED AS "YES".

If you answered "**YES**" for questions 2, 3, or 4, you must disclose identifying information related to the individuals, corporations, partnerships, and/or limited liability companies owning a 10% or greater interest in the Vendor {Bidder}. Further, if one or more of these entities is itself a corporation, partnership, or limited liability company, you must also disclose all parties that own a 10% or greater interest in that corporation, partnership, or limited liability company. This information is required by statute.

INDIVIDUALS

| | | | |
|-----------------|-------------|-----------|--|
| NAME _____ | | | |
| ADDRESS 1 _____ | | | |
| ADDRESS 2 _____ | | | |
| CITY _____ | STATE _____ | ZIP _____ | |

| | | | |
|-----------------|-------------|-----------|--|
| NAME _____ | | | |
| ADDRESS 1 _____ | | | |
| ADDRESS 2 _____ | | | |
| CITY _____ | STATE _____ | ZIP _____ | |

| | | | |
|-----------------|-------------|-----------|--|
| NAME _____ | | | |
| ADDRESS 1 _____ | | | |
| ADDRESS 2 _____ | | | |
| CITY _____ | STATE _____ | ZIP _____ | |

| | | | |
|-----------------|-------------|-----------|--|
| NAME _____ | | | |
| ADDRESS 1 _____ | | | |
| ADDRESS 2 _____ | | | |
| CITY _____ | STATE _____ | ZIP _____ | |

Attach Additional Sheets If Necessary

PART 2 continued

PARTNERSHIPS / CORPORATIONS / LIMITED LIABILITY COMPANIES

| | | | |
|--------------------|-------------|-----------|--|
| ENTITY NAME _____ | | | |
| PARTNER NAME _____ | | | |
| ADDRESS 1 _____ | | | |
| ADDRESS 2 _____ | | | |
| CITY _____ | STATE _____ | ZIP _____ | |

| | | | |
|--------------|-------|-----|-------|
| ENTITY NAME | _____ | | |
| PARTNER NAME | _____ | | |
| ADDRESS 1 | _____ | | |
| ADDRESS 2 | _____ | | |
| CITY | STATE | ZIP | _____ |

| | | | |
|--------------|-------|-----|-------|
| ENTITY NAME | _____ | | |
| PARTNER NAME | _____ | | |
| ADDRESS 1 | _____ | | |
| ADDRESS 2 | _____ | | |
| CITY | STATE | ZIP | _____ |

Attach Additional Sheets If Necessary

In the alternative, to comply with the ownership disclosure requirement, a Vendor {Bidder} with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

PART 3

PUBLICLY TRADED PARENT COMPANY DISCLOSURE

Ownership disclosure (name and address) can be met by submitting the last annual filing of an SEC or similar foreign regulator document or providing the website link to such documents, and include relevant page numbers. See N.J.S.A 52:25-24.2.

| <u>TITLE OF ATTACHED DOCUMENTS OR WEBLINK</u> | <u>PAGE #</u> |
|---|---------------|
| | |
| | |
| | |

Attach Additional Sheets if Necessary

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor {Bidder}, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the County of Somerset, NJ is relying on the information contained herein, and that the Vendor {Bidder} is under a continuing obligation from the date of this certification through the completion of any contract(s) with the County to notify the County in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the County, permitting the County to declare any contract(s) resulting from this certification void and unenforceable.

Signature (Do not enter Vendor ID as a signature)

Date

Print Name and Title

FEIN/SSN

**NON-COLLUSION AFFIDAVIT
(N.J.S.A. 52:34-15)**

State of _____

County of _____

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

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 Company of _____
(Title or Position) (Name of Firm/Company)

the Bidder/Respondent making this Proposal for the Bid/RFP numbered _____,
(Contract #)

and that I executed the said Proposal with full authority to do so; that said Bidder/Respondent 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 numbered 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. I further warrant that no person

or selling agency has been employed or retained to solicit or secure such contract upon an agreement

or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees

or bona fide established commercial or selling agencies maintained by _____
(Name of Firm/Company)

(Signature of Affiant)

(Type of Print Name of Affiant)

EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

Goods and General Service Vendors

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

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

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

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

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

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

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

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

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

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

(REVISED 4/10)

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

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

SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT


Certification 111XX

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-DEC-20XX to 15-DEC-20XX

SAMPLE COMPANY, INC.
33 WEST STATE STREET
TRENTON, NJ 08625


State Treasurer

VOID

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 II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. *5121 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.


THESE ARE SAMPLES OF THE ONLY ACCEPTABLE
BUSINESS REGISTRATION CERTIFICATES

PREFER WITH RFP RESPONSE, REQUIRED BY LAW PRIOR TO AWARD OF CONTRACT

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: | TRADE NAME: |
| TAX REGISTRATION TEST ACCOUNT | CLIENT REGISTRATION |
| TAXPAYER IDENTIFICATION#: | SEQUENCE NUMBER: |
| 970-097-382/500 | 0107330 |
| ADDRESS: | ISSUANCE DATE: |
| 847 ROEBLING AVE | 07/14/04 |
| TRENTON NJ 08611 | <i>John S. Tully</i> |
| EFFECTIVE DATE: | Acting Director |
| 01/01/01 | |
| FORM-BRC(08-01) | 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 | |

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Respondent hereby acknowledges receipt of the following Addenda:

| ADDENDUM NUMBER | DATE | ACKNOWLEDGE RECEIPT (Initial) |
|----------------------------|-------------|--|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

FORM NOT REQUIRED IF NO ADDENDA ISSUED

Disclosure of Investment Activities in Iran

| | |
|---------------------|--|
| Bidder Name: | |
|---------------------|--|

Part 1: Certification

*BIDDERS ARE TO COMPLETE PART 1 BY CHECKING **EITHER BOX.***

Pursuant to Public Law 2012, c.25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the below certification. Failure to complete the certification may render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

Check the Appropriate Box

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

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

Part 2 – Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on additional sheets provided by you.

Part 3: Certification

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

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