

# 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.

Sealed Request for Proposal (RFP) responses will be received at 12:00 P.M. **Friday, May 5, 2023**, by the Greater Raritan Workforce Development Board, c/o Paul Grzella, 27 Warren St., Somerville, NJ, 08876 at which time and place responses will be opened for:

**Greater Raritan Workforce Development Board  
Competitive Contract for One-Stop Operator Services and  
Competitive Contract for Career Training Services  
Greater Raritan Local Area Program Year 2023  
GRWDB-COM-0001-23**

Specifications and instructions may be obtained at the Greater Raritan Workforce Development Board web site, [www.thegrwdb.org](http://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 roles:

- One-Stop Operator
- Career Training Services

based on available federal funding and consistent with the law, regulations and guidelines of WIOA and the Work First New Jersey program.

The One-Stop Operator will coordinate the service delivery of the required One-Stop partners and service providers and will be responsible for reporting to the GRWDB. The Career Training Services will provide WIOA training and case management services, WorkFirst New Jersey and Youth case management services, and supportive services in the Local Area. The successful respondent will be responsible for reporting to the GRWDB. The Request for Proposal is for the time period of July 1, 2023, to June 30, 2025, with the option to extend the contracts on an annual basis for up to two years. 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 extensions.

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

### **1.1 Contract Amounts and Availability of Funds**

Because contract amounts will be based on WIOA and WorkFirst NJ allocations that have not yet been made, the exact amounts available for the contract to be awarded through this RFP process have not been determined. Proposers should be advised that the GRWDB will retain funds out of each allocation for administration, facilities costs, and other system-wide expenses. At this time, the GRWDB has set aside up to the following annual amounts for contracts to be awarded under this RFP:

- One-Stop Operator: up to \$105,000
- Career Training Services (WIOA Adult/Dislocated Worker Programs, Youth and WorkFirst NJ): up to \$1,600,000

All contracts are subject to the availability of funds to the GRWDB and may reflect increases or decreases in these amounts. This RFP does not commit the GRWDB to fund any proposals submitted before execution of a contract. The GRWDB reserves the right to accept or reject any or all proposals received or to negotiate terms of the proposal with a qualified proposer. No contracts will be awarded as a result of this RFP without approval of the board of the GRWDB. Further, the GRWDB reserves the right to withdraw from negotiations at any time before a contract is executed. Funding availability and subsequent contract amounts are subject to change for subsequent program years. If funds awarded for a contract year are not fully expended by a contractor by the end of a contract year (June 30, 2024 or June 30, 2025), unexpended funds will revert back to the GRWDB for disposition and may or may not be available for subsequent, if any, contract year expenditures. Annual WIOA allocations have a two-year time period and WorkFirst NJ allocations have a one-year time period in which they may be expended. Because there may be delays in releasing these allocations, any successful bidder is expected to budget sufficient carryover funds in order to provide for basic operations for at least one full quarter.

The services highlighted in this Request for Proposals for One-Stop Operator and Career Training Services are supported by the New Jersey Department of Labor (NJDOLE) with funds from the United States Department of Labor (USDOL) through the Workforce Innovation and Opportunity Act (WIOA) totaling \$1,705,000 million. 85 percent of these services are financed through federal funding sources.

## 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                           | April 5, 2023  |
| 2. Questions and Clarifications Due         | April 19, 2023   |
| 3. Final Interpretations and Addenda Issued | April 24, 2023   |
| 4. Responses Due                            | May 5, 2023  |
| 5. Evaluation Completed                     | May 12, 2023   |
| 6. GRWDB Decision                           | May 17, 2023   |
| 7. Administrative/Commissioner Approval     | May 23, 2023 (Agenda Session)<br>June 13, 2023 (Regular Meeting) |
| 8. Contract Initiation                      | July 1, 2023   |

### 2.2 Proposal Submission Information

Submission Date and Time: **Friday, May 5, 2023**, 12:00 P.M.

One (1) Original **signed in ink** & Three (3) copies

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

#### **Submission Office:**

Greater Raritan Workforce Development Board  
c/o Paul Grzella  
27 Warren St.  
Somerville, NJ 08876

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 three (3) 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  
grzella@co.somerset.nj.us

### **2.4 Representative for this Solicitation**

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

Paul Grzella, Director  
Greater Raritan Workforce Development Board  
27 Warren St., third floor  
Somerville, NJ 08876  
grzella@co.somerset.nj.us

### **2.5 Interpretations and Addenda**

The respondent understands and agrees that its proposal is submitted based on 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](http://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 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 based on 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 RPF. 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](http://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](http://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 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 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 ensure 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 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 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 5<sup>th</sup> (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 its rights and interest in 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](http://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](http://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 County Commissioners 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 Boards of County Commissioners 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 Work First New Jersey, and establishment of policy and oversight of the One-Stop Career Center locations in the two counties, including the Local Area's One-Stop Operator and the provider of Career Training Services. WIOA requires that the GRWDB secure a One-Stop Operator and a provider of Career Training Services through a competitive bid basis.

The GRWDB employs staff to work collaboratively with all partners, including the One-Stop Operator and Career Training Services, 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 Work First NJ funds.

The One-Stop Operator will work with all local system partners and service providers to ensure that the policy planning and outcome priorities of the GRWDB are met, and that partners are informed about those programs and implement programming collaboratively. The Operator will be responsible for reporting to the GRWDB.

The role of the procured Career Training Services provider is to offer a menu of career services to customers coming into the system, including training, supportive services, career coaching, job search, resume review and the identification of candidates for work-based learning opportunities. Career Training also will aid and support additional grant initiatives that the GRWDB pursues to support and benefit community members and program participants. The provider will be responsible for reporting to the GRWDB.

### 3.2 Local Service History

The information below describes the recent service history for the Greater Raritan One-Stop Career Center, including total numbers broken down by reportables (Individuals who access basic career services, including informational sessions, orientation, self-service resources, LMI, workshops, and job referrals.), and participants (A reportable individual who has received services other than what is considered a reportable basic career service. This includes training, individual resume assistance, employment plan development, assessments, eligibility determination, individualized career counseling, and similar services.) It should be noted that Greater Raritan over the years typically meets and exceeds DOL performance goals. While PY19 and PY20 were impacted by the Covid pandemic, all system partners are working to return to higher levels of reportables and participants. (Also see Section 3.9 for further goals.)

Greater Raritan Participants & WIOA Performance Goals	PY17	PY18	PY19	PY20	PY21	PY22 (through Feb. 2023)
Total Reportable - WIOA	2,304	2,198	1,988	1,393	1,340	812
Total Participants - WIOA	439	403	389	164	358	167
Enrolled in Training	212	197	139	72	103	71
Dept. of Labor Local Performance Goals						
Dislocated Q2 Performance	85.40%	85.40%	85.90%	58.70%	59.70%	61.40%
Dislocated Q4 Performance	77%	77.10%	78%	57.80%	57.80%	65%
Dislocated Credential	66%	73.50%	74%	67.10%	68.10%	81%
Dislocated Skill Gain	n/a	n/a	n/a	40.00%	41.00%	63%
Adult Q2 Employment	83.30%	83.30%	84%	55.50%	56.50%	61%
Adult Q4 Employment	71.10%	76%	76.80%	62.60%	63.60%	60.80%
Adult Credential	66.30%	68.70%	69%	59.50%	60.50%	75%
Adult Skill Gain	n/a	n/a	n/a	40.00%	41.00%	61%
Youth Q2 Employment	76.70%	72.70%	73.70%	52.90%	53.90%	71.40%
Youth Q4 Employment	45%	45%	54%	54.10%	55%	68.20%
Youth Credential	82.80%	74%	74.50%	50%	51%	62.70%
Youth Skill Gain	n/a	n/a	n/a	42.70%	42.70%	57%

### 3.3 Workforce Center Environment

The primary locations for delivery of the services offered by the workforce development system in Hunterdon and Somerset Counties are at three physical locations:

- Greater Raritan One-Stop Career Center at 75 Veterans Memorial Blvd., Somerville, which houses state Employment Services, state Division of Vocational Rehabilitation Services, and the Local Area's Business Services Representative.
- Greater Raritan One-Stop Career Training Center at 27 Warren Street, second-floor, Somerville, which offers Career Training Services including support staff, four Career Navigators and two Youth Navigators, as well as an office space for the One-Stop Operator. In addition, this is also the space for one of two Workforce Learning Link locations in the Local Area.
- Greater Raritan One-Stop Career Center at 6 Gauntt Place in Flemington, which houses shared space for state Employment Services representatives, the One-Stop Operator and Career Training services staff.

The GRWDB has existing contracts for the spaces at 27 Warren St. and 6 Gauntt Place and the successful respondents for One-Stop Operator and Career Training Services will use these spaces to provide their services to customers in Somerset and Hunterdon Counties.

As envisioned by WIOA, to the fullest extent possible, all partners of the One-Stop centers act as a single, unified entity. While each partner organization retains its own management and supervisory structure, the One-Stop Operator is responsible for ensuring that a functional management system is in place, including a functional supervisory structure for all staff.

Services, promotional materials, letterhead, etc. all carry the GRWDB logo co-branded with NJ DOL and the local partner as appropriate. Promotional material created by the One-Stop Operator, the Career Training Services provider and all entities providing contracted services funded by the GRWDB will be reviewed and approved by GRWDB staff prior to release.

### **3.4 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.

### **3.5 Vision**

The One-Stop Operator and the Career Training Services provider are two 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, including the One- Stop Operator, career training services, youth services, employment services and other system partners and related agencies providing career-related programming.
- Crafting and supporting robust policies create a framework for program delivery while leaving room for partners to embrace flexibility and develop innovative strategies based on the changing needs of those being served.
- Fostering a spirit of collaboration in which all system partners – local, county, regional and state-- understand what each offer and look for opportunities to braid services and co-enroll customers in complementary programs.
- Creating a culture where expectations are exceeded, and accomplishments are recognized.
- Increasing the engagement of employers and job seekers with a focus on taking what was learned during the pandemic to expand outreach and continue to develop innovative methods to provide workforce services.

- Expanding opportunities for employers with a focus on providing new and innovative services to local businesses.
- Expanding opportunities and outcomes for job seekers with a focus on sustainable wage career employment.
- Increasing collaboration among the Local WDBs to achieve these goals in the Northern Local Workforce Development Board Area region.

### **3.6 Purpose**

The Workforce Innovation and Opportunity Act of 2014 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 partners in the GRWDB Local Area work to ensure that the One-Stop delivery system is customer-focused, using state metrics and dashboard systems built on local monthly reports on usage of all careers-related services by customers and financial progress of grant expenditures.

WIOA establishes several required partners in the One-Stop delivery system. These partners include but are 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.

The local policies put in place by the GRWDB board over the past several years reflect practices that in most instances have been part of the Local Area for years. They reflect the direction provided by the state and fold in some enhancements designed to better serve local clients. These policies, available on the [About – Mission, Policies and Strategic Priorities](#) tab of the GRWDB website, detail priorities and procedures that, when woven together effectively by board and operational staff and One-Stop partners, will elevate the level of service provided to customers while also allowing for ongoing flexibility and implementation of new practices.

Good policies lead to good governance, which:

- For employers, strengthens the pipeline of labor for the needs of employers, including identifying in-demand occupations, developing career pathways and establishing work-based learning programs.
- For job seekers, supports an integrated local One-Stop system that allows job seekers to access whatever career-related service they need from local, state and federal partner organizations, including procured and non-procured services, (and connects them to other supportive and social services as needed).
- For service contractors, provides a structure to receive funds that prepare job seekers for employment opportunities.

Coupled with this is an understanding of the roles and responsibilities of the system partners, including governance – setting local priorities, enacting policies and monitoring operations – and operations – and service delivery, which is guided and directed by governance.

### **3.7 Responsibilities**

Greater Raritan’s two One-Stop Career Center locations in Somerville and Flemington offer job seeker services and 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 as well as other system partners and service providers help all customers access the services and information they need, as envisioned by the GRWDB.

The One-Stop Operator’s unique role is to coordinate all WIOA-required services – procured and not procured – in the One-Stop system. The One-Stop Operator is the intermediary between governance and operations, coordinating the service delivery of One-Stop partners and service providers. The One-Stop Operator is responsible for the ecosystem, or environment, in which these services operate. It is envisioned that the Operator will have some site management responsibilities, to ensure seamless delivery of services and operational policies and procedures. This includes working with the Employment Services manager, the DVRS manager and the Career Training Services director/manager to ensure information sharing, since the offices are in separate (if nearby) buildings in Somerville, while in the same offices in Flemington. There is some overlap in employment services offered by the Employment Services team and the Career Training Services team, but generally, the Career Training team works with individuals who need more intensive assistance; the One-Stop Operator will lead the coordination and communication between this team and other partners and service providers.

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 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), the State of New Jersey SETC WIOA State Consolidated Plan, the 2023 GRWDB Local Plan and the 2023 Northern Region Plan.

The role of the procured Career Training Services provider is to offer a menu of career services to customers coming into the system, focusing on basic career services, individualized career services and follow-up services. This includes supportive training services, career coaching, job search, resume review and the identification of candidates for work-based learning opportunities. Career Training also will aid and support additional grant initiatives that the GRWDB pursues to support and benefit community members and program participants. The provider, through its team members, will take the lead on case management of customers coming into the system looking for training opportunities. This includes adult, dislocated workers and youth being assisted through procured services, and the WorkFirst NJ population also assisted by a procured service provider. It is expected that the procured service providers will collaborate on programs and ensure that program participants are co-enrolled, so that they may benefit from local services. This may range from work-based training for an individual who entered the system through the Learning Link, or providing a supportive service, like for paying for a certification exam, to a community member using the Metrix SkillUp Greater Raritan learning portal.

Partners will follow the GRWDB [Priority of Service Policy](#), which outlines the priority groups, in alignment with WIOA. This includes Veterans, individuals with barriers to employment, youth ages 18 to 24, and the underemployed.

### **3.8 Services Sought**

As explained above, this RFP is soliciting proposals for two distinct roles within Greater Raritan’s workforce system: One-Stop Operator, and Career Training Services. Proposals must clearly articulate for which of the

two roles the applicant is submitting a proposal. An applicant may apply for one or both roles within the system. If applying for both roles, the applicant may provide one response but clearly answer all questions.

### 1. **For One-Stop Operator Services:**

The One-Stop Operator in the Greater Raritan workforce system in Hunterdon and Somerset Counties will coordinate the service delivery of participating Partners and services providers, as outlined in [NJWIN WD-PY22-5](#). At a minimum, the following services must be coordinated in the GRWDB workforce centers and their respective participating partner programs.

- Maintain regular daily office hours and work 35 hours per week, with the primary office at 27 Warren St., second floor, Somerville.
- Manage hours of operation at the One-Stop Career Centers in Somerville and Flemington so that they can be openly accessed Monday through Friday by all community members, in person and virtually. This includes extended hours one day a week in Somerville.
- Implement and fulfill cooperative agreements and memoranda of understanding (MOUs) across One-Stop partner programs, including any infrastructure cost-sharing agreements.
- Assist the LWDB's Business and Finance Manager and Director in managing the budgets for the One-Stop Career Training and related budgets as well as the budget for the One-Stop Operator.
- Coordinate One-Stop partner services, with guidance from the LWDB and its staff. This includes working with all system partners 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.
- Facilitate customer flow to all partners, in-person and virtually. This includes identifying opportunities to braid services and co-enroll participants in complementary career programming.
- Work with the Employment Services team, the DVRS team, and the Career Training Services, youth and WorkFirst NJ procured vendors to ensure that the monthly state data reports are used in advising customer career choices, and that team members understand how to use these reports to inform decision-making. This includes ensuring data for the GRWDB local performance dashboard is provided monthly.
- Provide management and leadership through the functional supervision of workforce center staff.
- Provide for most effective allocation of staff among all workforce centers and assist with providing staff for outreach efforts lead by GRWDB staff.
- Administer the Operator budget and ensure the timely monthly report to the GRWDB of all program payables and obligations, so that these can be included in GRWDB reports to the state.
- Collaborate with the GRWDB's team member responsible for data analysis, MIS validation and board website maintenance and social media outreach on the collection, analysis and use of data to track service flow, including but not limited to Partner performance indicators established by the state and the GRWDB, and One-Stop Center certifications and ensure that workforce centers maintain compliance with standards for state and/or federal certification.
- Communicate mission and goals of the GRWDB to One-Stop partners and ensure appropriate levels of communication among partners, teams, functions, and locations within the One-Stop service delivery system.
- Ensure all One-Stop service delivery system staff receive training necessary to carry out program requirements and meet performance goals for the system.
- Report to GRWDB and its staff on One-Stop Career Center activities, including through a monthly One-Stop Operator Report focusing on all partners, and participation in GRWDB Board and committee meetings. The Operator also will develop at least six Success Stories annually for Report use and placement on the GRWDB website and work with partners to get client representation at meetings.
- At a minimum of four times per year, convene systems partners to identify pertinent issues related to the job seekers and resolve program and process coordination issues, including customer-focused design of programs and services, and collaborate on innovative, shared solutions; additional system-wide meetings can be conveyed with notice for emergent issues. These meetings are not status updates but should be a



catalyst for improvement, and the agenda will be determined with GRWDB Director and GRWDB Operations Committee chair.

- Ensure Greater Raritan system representation at meetings as specified by federal, state, and local funding authorities as determined by GRWDB.
- 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 system services and delineate how those services will be provided. This does not include the development of the Local Plan and Regional Plan, which are the responsibility of the GRWDB.
- Assist in the development of proposals as needed in response to RFP's, RFQ's and Notice of Grant Opportunities (NGOs).

Feedback on the performance of the One-Stop Operator will be given by the GRWDB staff on a monthly basis as part of the contract monitoring process and include input from GRWDB board members.

## **2. For Career Training Services:**

The Career Training Services successful respondent will provide quality implementation of Career Services in Hunterdon and Somerset Counties as defined in [NJWIN WD-PY22-5](#). At a minimum, the following services must be coordinated in the GRWDB workforce centers and their respective participating partner programs.

- Maintain regular daily office hours, with each staff member working 35 hours per week. Career Training Center team members will work at the GRWDB-funded offices at 27 Warren St., second floor, Somerville, and at 6 Gauntt Place, Flemington.
- Ensure that One-Stop Career Training Services Center in Somerville and Flemington can be openly accessed Monday through Friday by all community members, in person and virtually. This includes extended hours one day a week in Somerville.
- Ensure that services are available in a variety of formats, including virtual documents, webinars, telephonic means and in-person options.
- Conduct outreach and recruitment of job seeker customers and assist with employer customers led by the GRWDB and state partners. This includes assisting with in-person events and providing collateral branded with and approved by the GRWDB.
- Conduct a weekly orientation session that introduces participants to services and connects them to a local Career Navigator who will then conduct appropriate assessment of job seeker customers for determination of appropriate path and level of service.
- Carry out basic, individualized, and career and training services in compliance with federal and state requirements and provide case management for Adult, Dislocated, Youth and WorkFirst NJ customers who are receiving training and supportive services.
- Maintain participant files and follow all GRWDB operational policies.
- Ensure timely and accurate data collection and entry into management-information systems.
- Work to meet and exceed performance goals set by the state as well as programmatic and performance goals set by the GRWDB as part of the contract process.
- Manage program enrollment process to ensure compliance with appropriate eligibility and enrollment standards and to maximize performance under program performance measures (including coenrollment).
- Provide staff assistance to GRWDB committees and task forces, as appropriate.
- Develop and implement corrective action plans in response to board, state, or federal monitoring reports, or independent auditor reports, upon request of the GRWDB staff.
- Disseminate and broker labor market information to customers, partners, and workforce center staff.
- Connect employers to GRWDB staff, state Business Services Team and sector-based initiatives, as appropriate.

- Develop and administer the program budget it is responsible for and ensure the timely monthly invoicing and report to the GRWDB of all program payables and obligations, so that these can be reviewed and reimbursed and included in GRWDB monthly state reports.
- Provide quarterly time studies for all Career Training Service staff members to the GRWDB Business Manager. The time studies are used to develop a quarterly Cost Allocation Plan (CAP) that the provider will follow for the allocation of staff salaries, fringe and operational expenses.
- Connect eligible participants with training opportunities and manage the individual training account (ITA) process. Issue ITA vouchers and pay eligible training providers.
- Assist with and administer work-based learning (On-the-Job training, Incumbent Worker Training, internship, apprenticeship, work experience, etc.) contracts with employers in collaboration with the GRWDB, and for other non-WIOA grants, serve as the related grant service provider.
- Maintain / process GRWDB Local Area master agreements with training providers.
- Compile program data and provide reports as required by the board.
- Conduct eligibility determination and program enrollment for non-WIOA grants.
- Co-enroll participants in WIOA and WorkFirst NJ, as appropriate and allowable.
- Carry out program services for reimbursement as directed by the GRWDB.
- Attend meetings, as scheduled, of Greater Raritan team members and ensure that at a minimum, at least one Career Training Services team member participates in all quarterly GRWDB committee meetings. The team leader of Career Training Services will work the One-Stop Operator to get client representation at meetings and participate in team leader meetings coordinated by the GRWDB Director.

### 3.9 Performance Outcome for Services Sought

Achievement of performance goals is a high expectation of the One-Stop Operator, and the Career Training Services programs. In addition to state negotiated WIOA Performance Measures, the GRWDB also will establish Key Performance Indicators that will be tracked during the contract monitoring and performance process. State Negotiated WIOA Performance Measures for PY 2022 and PY 2023 are:

<b>Adults</b>	<b>PY 2022 Targets</b>	<b>PY 2023 Targets</b>
Employment Rate 2nd Quarter After Exit	61.0%	62.0%
Employment Rate 4th Quarter After Exit	60.8%	61.8%
Median Earnings 2nd Quarter After Exit	\$6,400	\$6,500
Credential Attainment 4th Quarter After Exit	75.0%	76.0%
Measurable Skills Gain	61.3%	62.3%
<b>Dislocated Workers</b>	<b>PY 2022 Targets</b>	<b>PY 2023 Targets</b>
Employment Rate 2nd Quarter After Exit	61.4%	62.4%
Employment Rate 4th Quarter After Exit	65.0%	66.0%
Median Earnings 2nd Quarter After Exit	\$8,800	\$8,900
Credential Attainment 4th Quarter After Exit	81.0%	82.0%
Measurable Skills Gain	63.1%	64.1%
<b>Youth</b>	<b>PY 2022 Targets</b>	<b>PY 2023 Targets</b>
Employment Rate 2nd Quarter After Exit	71.4%	72.4%
Employment Rate 4th Quarter After Exit	68.2%	69.2%
Median Earnings 2nd Quarter After Exit	\$3,300	\$3,400
Credential Attainment 4th Quarter After Exit	62.7%	63.7%
Measurable Skills Gain	57.0%	58.0%
<b>Wagner-Peyser</b>	<b>PY 2022 Targets</b>	<b>PY 2023 Targets</b>
Employment Rate 2nd Quarter After Exit	47.9%	48.9%
Employment Rate 4th Quarter After Exit	47.4%	48.4%
Median Earnings 2nd Quarter After Exit	\$5,650	\$5,750

**Final contract deliverable terms, including service levels, for the One-Stop Operator and Career Training Services will be negotiated after the determination of the successful RFP respondents by the GRWDB. The contracts will be reviewed by the GRWDB Executive Committee and be approved through the Somerset County Board of County Commissioners' resolution process.**

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 ensure this Request for Proposals is consistent with all known requirements, it is an expectation that the One-Stop Operator and Career Training Services 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 respondents' responsibilities and the needs of the GRWDB. While the GRWDB 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**

Each response will begin with the cover page provided in Attachment A.

For each role in the workforce system (One-Stop Operator and Career Training Services), 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. Respondents are encouraged to avoid extraneous narrative and data. While this RFP does not limit the number of pages and attachments, successful applicants will demonstrate the ability to communicate relevant information to the Evaluation Committee for objective decision-making in a clear and concise manner.

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.

If a respondent seeks to provide each role in the workforce system (One-Stop Operator and Career Training Services), separate proposals are required.

### **4.2 Key Personnel Information**

For each role in the workforce system, the respondent shall provide the identity and the professional credentials of the principals and other key personnel working for the contractor and their areas of responsibilities.

Proposals for One-Stop Operator services 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 for each proposal 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 the One-Stop Operator and Career Training Services. The organization and staffing structure submission should envision connections between the local system partners, the GRWDB Fiscal Agent, and the GRWDB 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 Counties who need 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.

For each role in the workforce system, the application should provide the following information:

Background

Key Program and Fiscal Management Staff (as appropriate)

Organizational Experience

Administration and Fiscal Capacity

#### 4.4 **Work Plan - Types of Services**

For each role in the workforce system the applicant is submitting a proposal (One-Stop Operator and Career Training Services), please draft a work plan describing the components of your work plan for that role. Refer to the scope of services sought in Section III as a guide to what is expected to be covered in your work plan. In addition, be certain to cover the specific topics listed below for each of the different workforce system roles.

***For One-Stop Operator Proposals*** – Discuss each of the items below, keeping in mind the requirements of WIOA and integration of WIOA and Wagner-Peyser services.

- A. Integration/Coordination within the Workforce Center:** Describe your organization’s strategy for coordinating among partners in a workforce center environment. How will you ensure that partners’ services are fully integrated into the range of services offered to job seeker and employer customers? How will you ensure that the integrated programs work together seamlessly? Describe any plans to provide access to required federal partners through remote or virtual connections and services.
- B. MOUs and Infrastructure Cost Sharing:** Describe how you will ensure that MOU terms are adhered to and that partners are complying with its elements, including any cost-sharing provisions. How would you handle situations where a One-Stop partner is in breach of an MOU or Cost Sharing arrangement? What system would you implement in order to ensure MOUs remain up to date and are in compliance with any new state or federal policies or requirements?
- C. Communication Among Partners:** Describe how you will ensure excellent communication and collaboration among the One-Stop partners. Include any successes you have had in utilizing technology as a communication tool. How will you ensure that staffing gaps are filled when a One-Stop partner is unable to fulfill its staffing responsibilities due to that partner’s vacation/holiday schedule, unexpected illnesses, in-house training requirements, etc.?
- D. Reporting on Activities and Performance Measures:** Describe how you would report to the GRWDB and its staff on One-Stop center activities and the performance measures of all core partners under WIOA. How would you assist in making core partner data available to the GRWDB when many core partners technically are under the jurisdiction of other agencies? Please describe your familiarity with the FutureWorks reporting system and/or other similar state/local area reporting systems. You may include samples of reports you have created/or intend to create to convey this information.

***For Career Training Service Proposals*** - Discuss each of the items below, keeping in mind the requirements of WIOA and integration of WIOA and Wagner-Peyser services.

- A. Job Seeker Outreach and Recruitment:** These activities are designed to inform potentially eligible individuals about the availability of services, and ensure access to those who could benefit most from workforce services. Services may include formal advertising, mutual

referral agreements, word of mouth, face-to-face meetings, and other activities. Discuss your proposed philosophy, approach, and implementation plan. How will you ensure that customers who can benefit most from One-Stop system services are served? How will your management of the outreach and recruitment process have a positive effect on system performance?

- B. Job Seeker Welcome Function:** The welcome function is a mix of welcoming customers, assessing service needs, and processing paperwork requirements for enrollment into various programs. This function provides the initial determination of whether placement or development services are most appropriate. Discuss how your organization will carry out this function given the different locations of Training Services and Employment Services in Somerset County. How will you ensure that first-time job seeker customers are welcomed appropriately, made aware of the range of services available, and receive a needs determination sufficient to ensure that they receive appropriate services?
- C. Job Seeker Placement Function:** It is likely that the majority of workforce center customers will receive only placement services, so quality placement services can have a significant effect on the system's ability to meet performance goals. Placement services may include self-directed services in the resource room, workshops or other group services, and individual services such as assistance in drafting resumes. Discuss how your organization will carry out this function. How will you manage and staff these services? How will you provide support for self-service customers and ensure quality customer service? How will you coordinate with other formal and informal partners that may provide these services in a manner that serves customers well? How will you ensure that participants who receive training through the development function also receive placement services at the conclusion of their training?
- D. Skill Development Function:** Skill development is a broad category of services, including pre- vocational and vocational training, both in a classroom setting and through a variety of work-based learning arrangements.
- 1. Individualized Employment Plan and Case Management:** Explain your organization's methods for developing employment plans and case management, keeping in mind that Career Training Services navigators in the Greater Raritan Local Area are responsible for working with Adult, Dislocated and Youth customers, including youth customers who work with separate youth services vendors, as well assisting WorkFirst NJ service-provider vendors. How will you ensure decisions are made with maximum input from the customer and coordinated with partners? Describe your case management approach. How will you ensure that sufficient numbers of participants receive quality case management? Discuss expertise, experience, and training you require for case managers. What is an appropriate caseload for case managers? Describe case managers' methods and frequency of contacting case management participants. Describe how case management will be coordinated with other workforce center functions.
  - 2. Work Readiness Services:** Describe your organization's approach to work readiness services. How do you propose to deliver these services in a meaningful, impactful way? How will work readiness services be combined with individualized employment plans, case management, and other training? How will these services be delivered in an integrated manner?
  - 3. Individual Training Account Management:** Discuss how your organization will manage the ITA process. Discuss safeguards that you would use to ensure proper management of ITA expenses, including procedures for tracking ITA obligations and

expenditures, and de-obligating unexpended obligations. Discuss financial aid coordination, and how ITAs will be coordinated with other workforce center services.

4. **Work-Based Learning:** Discuss your organization's approach to work-based learning, including On-the-Job Training (OJT) and Incumbent Worker Training. How will you support GRWDB contracts for these services and ensure that participants are monitored and they are coordinated with other services.
  
- E. Post-Placement and Job Retention Follow-up:** Discuss your experience in the provision of these services and the impact it has had on performance measures. What procedures will you use to ensure that follow-up services are routinely offered to participants? How will you carry out these services given all of the other demands on staff time?
  
- F. Sector Strategies and Career Pathway Development:** Discuss your organization's experience with and approach to sector strategies and career pathway development. How will you support the GRWDB's and the region's efforts to address significant industry-wide workforce challenges through sector and career pathway work?
  
- G. Employer Services:** Discuss how your organization will coordinate and support GRWDB staff on business outreach and other employer-facing staff members of our partners. How will your staff collaborate with the GRWDB and system partners to help develop and implement work-based learning experiences such as OJT, Apprenticeships and other work experiences?
  
- H. Customer Service:** Describe your organization's philosophy regarding customer service and the experience you expect each customer to enjoy. Describe how you will ensure that all staff provide excellent customer service, including any specific steps around training, staff performance expectations, or other methods. How do you propose to measure customer service?
  
- I. Virtual Services:** Describe your organization's delivery of virtual services. Are all Title I Services available remotely or virtually to job seekers and participants, or only limited services? Are virtual services provided outside of the normal operating hours of the workforce center, if so what hours? Are job seekers able to send PII or other potentially sensitive information to workforce center staff members through secure internet portals or the like?

Given the sets of performance indicators in Section 3.9, discuss your organization's approach to managing performance outcomes, including any additional indicators of performance you have experience managing and believe to be relevant to this RFP. Attach any available annual performance reports for the past two years.

## 4.5 Budget Proposal

The respondents must present a budget to perform One-Stop Operator and Career Training Services duties 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 salaries and fringe benefits, supplies, communications, staff training and travels costs, and equipment. The budget anticipates **\$770,000.00** in ITA, OJT, Incumbent Worker Training, and supportive services funding supplied by the GRWDB and managed by the respondent. This should also be reflected in the budget proposal.



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 and Career Training Services are program related costs as defined in the Workforce Innovation and Opportunity Act of 2014.

#### **4.6 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. Cover Page (Attachment A)
2. Budget Proposal Form
3. Proposal Cost/Signature Form
4. Non-Collusion Affidavit
5. Ownership Disclosure Form
6. Affirmative Action Statement
7. Acknowledgement of Receipt of Addenda
8. Disclosure of Investment Activities in Iran

#### **4.7 Location of Servicing Office**

As indicated previously, the One-Stop Operator and Career Training Services providers will be located in space in Somerville and Flemington paid for by the GRWDB.

### **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 County Commissioners 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 and Career Training Services Selection Committee appointed by the GRWDB with final selection by the vote of the GRWDB Executive Committee, followed by a vote of the full GRWDB Board.

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.

	<b>Item/Activity/Task/Responsibility</b>	<b>Points</b>
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 like 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 County Commissioners 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 and Career Training 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, 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 the contracts is two (2) years (July 1, 2023 – June 30, 2025) 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 Disclosure Form
- Non-Collusion Affidavit
- EEO/Affirmative Action Compliance Notice – Submit Copy of State Certificate of Employee Information Report
- Budget Proposal Form
- 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)

**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)
- Disclosure of Activities in Iran

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

**RFP ATTACHMENT A**

**COVER PAGE FORM & SIGNATURE SHEET  
Competitive Contract for One-Stop Operator Services and  
Competitive Contract for Career Training Services  
Greater Raritan Local Area Program Year 2023  
GRWDB-COM-0001-23**

Organization Name: \_\_\_\_\_

Director/Chairperson: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person & Position: \_\_\_\_\_

Phone No. / Email address of Contact Person: \_\_\_\_\_

Type of Organization (Private Business, School, Non-Profit Corp., etc.) \_\_\_\_\_

**For which workforce system roles are you submitting a proposal (check all that apply)?**

One-Stop Operator

Career Training Services

The undersigned hereby certifies that the information in this proposal is correct to the best of their knowledge and belief.

\_\_\_\_\_  
Organization's Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title (Printed)

\_\_\_\_\_  
Date

## BUDGET PROPOSAL FORM

**Instructions:** The respondent must provide a Budget Proposal for each role following the format below. The item column should be used to describe the service or resource to be provided consistent with the RFP scope of work. Additional support documents may be included:

Budgets should include:

- Staff Salaries
- Fringe Benefits
- Supplies (including postage, copying/printing, etc.)
- Communications
- Travel
- Equipment
- Other Expenses

The following are the anticipated amounts for Training-Related Services supplied by the GRWDB and managed by the respondent:

- Individual Training Accounts: \$550,000**
- On-The-Job Training: \$100,000.00**
- Incumbent Worker Training: \$100,000.00**
- Supportive Services: \$20,000.00**

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.

Other 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) \_\_\_\_\_

Title of respondent's representative \_\_\_\_\_

Company \_\_\_\_\_ Federal ID or Social Security # \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_ Email address \_\_\_\_\_

**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.**

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

**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**

<b>NAME</b> _____			
<b>ADDRESS 1</b> _____			
<b>ADDRESS 2</b> _____			
<b>CITY</b> _____	<b>STATE</b> _____	<b>ZIP</b> _____	

<b>NAME</b> _____			
<b>ADDRESS 1</b> _____			
<b>ADDRESS 2</b> _____			
<b>CITY</b> _____	<b>STATE</b> _____	<b>ZIP</b> _____	

<b>NAME</b> _____			
<b>ADDRESS 1</b> _____			
<b>ADDRESS 2</b> _____			
<b>CITY</b> _____	<b>STATE</b> _____	<b>ZIP</b> _____	

<b>NAME</b> _____			
<b>ADDRESS 1</b> _____			
<b>ADDRESS 2</b> _____			
<b>CITY</b> _____	<b>STATE</b> _____	<b>ZIP</b> _____	

*Attach Additional Sheets If Necessary*

**PART 2 continued**

**PARTNERSHIPS / CORPORATIONS / LIMITED LIABILITY COMPANIES**

<b>ENTITY NAME</b> _____
<b>PARTNER NAME</b> _____



<b>ADDRESS 1</b>	_____		
<b>ADDRESS 2</b>	_____		
<b>CITY</b>	<b>STATE</b>		<b>ZIP</b>

<b>ENTITY NAME</b>	_____		
<b>PARTNER NAME</b>	_____		
<b>ADDRESS 1</b>	_____		
<b>ADDRESS 2</b>	_____		
<b>CITY</b>	<b>STATE</b>		<b>ZIP</b>

<b>ENTITY NAME</b>	_____		
<b>PARTNER NAME</b>	_____		
<b>ADDRESS 1</b>	_____		
<b>ADDRESS 2</b>	_____		
<b>CITY</b>	<b>STATE</b>		<b>ZIP</b>

**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.

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

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

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

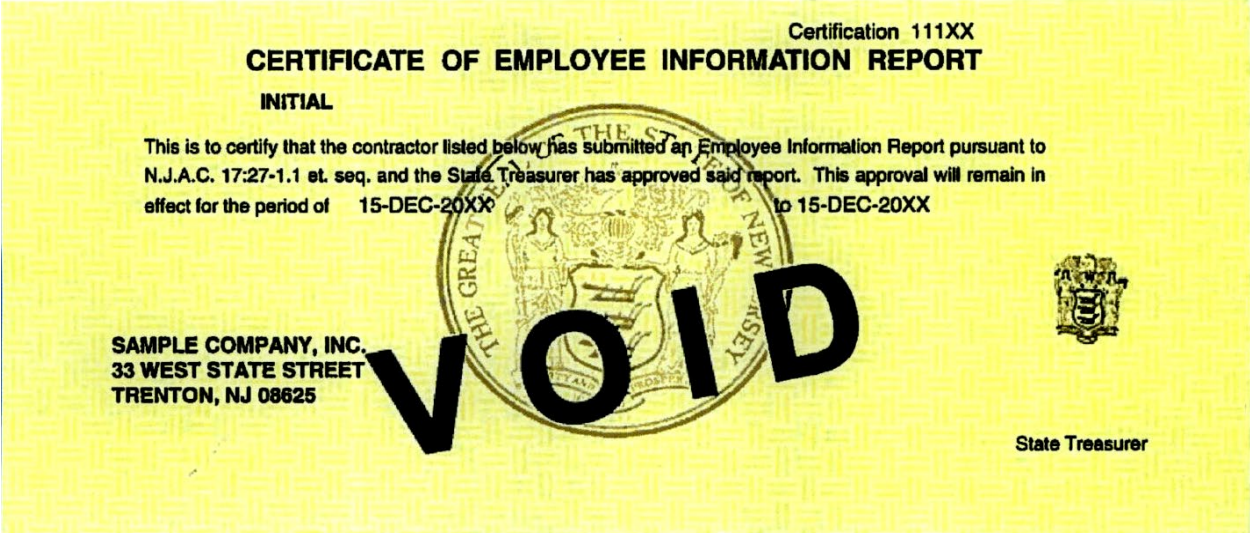
Letter of Federal Affirmative Action Plan Approval

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](http://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**



**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: TAX REGISTRATION TEST ACCOUNT	TRADE NAME: CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#: 970-097-382/500	SEQUENCE NUMBER: 0107330	
ADDRESS: 847 ROEBLING AVE TRENTON NJ 08611	ISSUANCE DATE: 07/14/04	
EFFECTIVE DATE: 01/01/01	<i>John S. Tully</i> Acting Director	
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	
	
<b>Taxpayer Name:</b>	TAX REG TEST ACCOUNT
<b>Trade Name:</b>	
<b>Address:</b>	847 ROEBLING AVE TRENTON, NJ 08611
<b>Certificate Number:</b>	1093907
<b>Date of Issuance:</b>	October 14, 2004
<b>For Office Use Only:</b>	
	20041014112823533



**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Respondent hereby acknowledges receipt of the following Addenda:

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

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

<b>Bidder Name:</b>	
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### 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](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf). Bidders must review this list prior to completing the below certification. Failure to complete the certification 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.

<b>Full Name (Print):</b>		<b>Title:</b>	
<b>Signature:</b>		<b>Date:</b>	