COUNTY OF SALEM

SALEM, NEW JERSEY

RFP# 26-09

PROVIDING OUT-OF-SCHOOL YOUTH CAREER PATHWAYS PROGRAM SERVICES IN CUMBERLAND, SALEM AND CAPE MAY COUNTY BY MEANS OF THE CUMBERLAND SALEM CAPE MAY WORKFORCE DEVELOPMENT BOARD

RFP OPENING: MAY 13, 2026
PREVAILING TIME: 11:00 AM

SALEM COUNTY ADMINISTRATION BUILDING

110 FIFTH STREET, SUITE 400
SALEM, NEW JERSEY 08079

(856) 935-7510 Phone
(856) 339-4190 Facsimile

Please note some of the forms have been updated.
Please review all forms, follow instructions and complete as required.

REQUEST FOR PROPOSALS FOR PROVIDING OUT-OF-SCHOOL YOUTH CAREER PATHWAYS PROGRAM SERVICES IN CUMBERLAND COUNTY BY MEANS OF THE CUMBERLAND SALEM CAPE MAY WORKFORCE DEVELOPMENT BOARD; RFP# 26-09

The County of Salem is soliciting proposals through a fair and open process in accordance with 40A:11-4.1 et seq.

Sealed RFP responses will be received by Purchasing, on May 13, 2026 **at** 11:00 AM prevailing time in the Salem County Administration Building, Office of the Purchasing Agent, 110 Fifth Street, Suite 400, Salem, New Jersey, 08079, at which time and place responses will be opened for:

Providing In-school Youth Career Pathways Program Services in Cumberland County by means of the Cumberland Salem Cape May Workforce Development Board.

RFP Documents may be downloaded at http://salempurchasing.org

Purchasing Portal Commodity Code(s):

1. Human Services/Social Services

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 Affirmative Action and P.L. 1977, C. 33, as amended by P.L. 2016, C. 43, N.J.S.A. 52:25-24.2 Corporate Disclosure.

A Non-Mandatory Pre-Proposal Submission Meeting will be held at 10:00 AM (Prevailing Time) on April 22, 2026 at the Salem County Administration Building, 110 Fifth Street, Salem NJ, 08079 in the Main Conference Room.

By order of the Board of County Commissioners of the County of Salem.

Jeffrey T. Ridgway, Jr.
Purchasing Agent

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RFP CHECKLIST

Failure by the respondent to submit with their RFP all of the items that are checked below may cause the RFP to be considered non-responsive.

Required with Receipt of RFP	Item	Read, Initialed and Submitted
X	Statement of Authority (Exhibit A)	
X	RFP Exceptions Form (Exhibit B)	
X	Statement of Corporate Ownership Pursuant to N.J.S.A. 52:25-24.2 (Exhibit C)	
X	EEO/Affirmative Action Compliance Notice Pursuant to N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 (Exhibit D)	
X	Certification Regarding Debarment (Exhibit F)	
X	Federal Non-Debarment Certification (Exhibit G)	
X	Non-Collusion Affidavit (Exhibit H)	
X	Acknowledgement of Receipt of Addenda Form Pursuant to N.J.S.A. 40A:11-23.2.e. (Exhibit I)	
X	Request for References Form (Exhibit J)	
X	Vendor Information Sheet (Exhibit K)	
X	Respondents Data Sheet and Questionnaire (Exhibit L)	
X	Official RFP Sheet (Exhibit R)	
X	Program Narrative Pages Page 67-72	
X	Proposal Title Page Attachment A	
X	Program Budget Worksheet Attachment B	
X	Cost Allocation Plan Attachment C	
X	Required Elements of WIOA Youth Programs Attachment D	

X	**Proposal Evaluation Tool Attachment E**	

The items that are checked below shall be submitted no later than the time period indicated.

Required Prior to Contract Award	Item	Read, Initialed Shall Submit
X	**Iran Investment Activities Disclosure (Exhibit N) (Due prior to Award)**	
X	**Russia Belarus Business Prohibition (Exhibit P) (Due prior to award)**	
X	**W-9 Form (Exhibit Q) (Due prior to award)**	
X	**New Jersey Business Registration Certificate (Due prior to Award)**	
X	**Certificate(s) of Insurance for the Coverages/Amounts specified in the RFP Document (Due with submission of fully executed contract) (Exhibit M)**	

The items that are checked below are to be reviewed by the respondents.

Review Required	Item	Read and Initialed
X	**Americans with Disabilities Act Language – (Exhibit E)**	
X	**Conflict of Interest Policy (Exhibit O)**	
X	**General Instruction/Conditions Pages 38-50**	
X	**Technical Specifications Pages 52-90**	
X	**Federal Funds Rider Pages 91-94**	

THE ITEMS AND/OR FORMS INDICATED ABOVE SHALL BE REVIEWED AND/OR SUBMITTED WITH YOUR RFP. THIS CHECKLIST IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. ALL REQUIRED DOCUMENTATION MAY NOT BE LISTED ABOVE AND IT SHALL BE THE RESPONSIBILITY OF THE RESPONDENT TO CAREFULLY REVIEW THE COMPLETE RFP PACKAGE, FAMILIARIZE THEMSELVES WITH THE REQUIREMENTS OF THIS RFP, AND TO SUBMIT WITH THEIR RFP ALL REQUIRED DOCUMENTATION.

SIGNATURE

The undersigned hereby acknowledges that they have submitted and/or reviewed the above listed requirements:

Name of Company: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

END OF RFP CHECKLIST

EXHIBIT A

STATEMENT OF AUTHORITY

RFP SUBMITTED FOR:

COMPANY: _____

ADDRESS: _____

_____

RFP SUBMITTED BY: _____
(Print Name of Company Officer)

SIGNATURE: _____
(Signature of Company Officer) ***

TITLE: _____ **DATE:** _____

TELEPHONE: _____ **EXTENSION:** _____

FACSIMILE: _____

EMAIL ADDRESS:_____

TAXPAYER IDENTIFICATION NUMBER: _____

***** This Exhibit must be signed by a Company Officer, who has the legal authority to bind the Company to a contract, in order to be accepted by the County as a valid submission.**

EXHIBIT B

RFP EXCEPTIONS FORM

Exceptions, if any, to the RFP specifications, shall be noted and described below.

Please note that RFP received without any exceptions noted and described below shall be assumed to be in complete compliance with the RFP specifications.

Please note that failure by the respondent to note and describe below exceptions to the RFP specifications shall in no way provide relief to contractors supplying products or materials which do not meet the RFP specifications. Contractors supplying products or materials which are not noted and identified below shall be subject to legal action.

Do you have any exceptions to the specifications? Yes_____ No_____. If yes, note and describe below your exceptions.

EXCEPTION # 1: Describe here with specificity the exact nature of your Exception # 1: _____
_____
_____
_____

Describe here with specificity how with Exception # 1 your RFP still meets the requirements of this specification:_____
_____
_____
_____

EXCEPTION # 2: Describe here with specificity the exact nature of your Exception # 2: _____
_____
_____
_____

Describe here with specificity how with Exception # 2 your RFP still meets the requirements of this specification: _____
_____
_____
_____

EXCEPTION # 3: Describe here with specificity the exact nature of your Exception # 3: _____
_____
_____
_____

Describe here with specificity how with Exception # 3 your RFP still meets the requirements of this specification: _____
_____
_____
_____
_____

EXCEPTION # 4: Describe here with specificity the exact nature of your Exception # 4: _____
_____
_____
_____

Describe here with specificity how with Exception # 4 your RFP still meets the requirements of this specification: _____
_____
_____
_____

EXCEPTION # 5: Describe here with specificity the exact nature of your Exception # 5: _____
_____
_____
_____

Describe here with specificity how with Exception # 5 your RFP still meets the requirements of this specification: _____
_____
_____
_____

EXCEPTION # 6: Describe here with specificity the exact nature of your Exception # 6: _____
_____
_____
_____

Describe here with specificity how with Exception # 6 your RFP still meets the requirements of this specification: _____
_____
_____
_____

IF YOU HAVE MORE EXCEPTIONS, MAKE COPIES OF THIS EXCEPTION FORM, COMPLETE THE FORMS AND ATTACH THEM TO THE FRONT OF YOUR RFP SUBMISSION

Form Completed by: _____
(Print Name)

_____
(Signature)

Title:_____ Date:_____

EXHIBIT C

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all RFP and proposal submissions. Failure to submit the required information is cause for automatic rejection of the RFP or proposal. Please read and review the General Instructions and Conditions section related to this Statement.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, or of all beneficiaries in an established trust or association who hold a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, or no beneficiary in an established trust or association holds a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Legal Entity	Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a respondent has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner, beneficiary or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) , trust, association, or other legal entity listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, natural person, and/or and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed, or is otherwise disclosed that there is no further breakdown of beneficial owners greater than or equal to 10 percent. **Attach additional sheets if more space is needed. PLEASE REVIEW THE GENERAL INSTRUCTIONS AND CONDITIONS SECTION RELEVANT TO THIS FORM.**

Stockholder/Partner/Member/Beneficiary and Corresponding Entity Listed in Part II	Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the respondent/proposer; that the ***County of Salem*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***County of Salem*** to notify the ***County of Salem*** 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, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***County of Salem*** to declare any contract(s) resulting from this certification void and unenforceable.

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

EXHIBIT D

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 et seq.

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. l7:27-5.2.

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:

1. Letter of Federal Affirmative Action Plan Approval

2. Certificate of Employee Information Report

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **N.J.A.C. 17:27-1.1 et seq.**

EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

All successful respondents 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 shall 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 shall 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 shall be submitted.

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

The successful vendor(s) shall 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 RFP shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

EXHIBIT E

AMERICANS WITH DISABILITIES ACT MANDATORY LANGUAGE

Equal Opportunity for Individuals with Disabilities

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. s12101 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 thereunto, 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 this Agreement or otherwise at law.

EXHIBIT F

CERTIFICATION REGARDING THE DEBARMENT SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

I am _____ of the firm of _____,
(Your Title) (Name of your Organization)

_____,
(Address of your Organization)

CHOOSE ONE OF THE FOLLOWING

( ) A. I hereby certify on behalf of _____
(Name of your Organization)

that neither it nor its principals are included on the State Treasurer's and Economic Development Authority's or the Federal Government's List of Debarred, Suspended, or Disqualified Respondents as a result of action taken by any State or Federal Agency.

( ) B. I am unable to certify to any of the statements set forth in this certification. I have attached an explanation to this form.

Subscribed and sworn to
Before me this day of
_____ 20_____.

_____
(Signature)

_____
(Signature of Notary Public)

_____
(Typed or Printed Name and Title)

My Commission expires_____
(Month, Day, Year)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this certification, the contracting firm is providing the certification as set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the contracting firm knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government and/or State Government, the County of Salem may pursue available remedies including suspension and/or debarment.

3. The contracting firm shall provide immediate written notice to the County of Salem if at any time it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the County for assistance in obtaining a copy of those regulations.

5. The contracting firm agrees by submitting this certification that, should the covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

6. The contracting firm further agrees by submitting this certification that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all subcontracts to this agreement as authorized by the County of Salem.

EXHIBIT G

STANDARD BID DOCUMENT REFERENCE	
Name of Form:	**FEDERAL NON-DEBARMENT CERTIFICATION**
Statutory Reference:	N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)
Description:	Meets statutory criteria for certification of non-debarment by a federal government agency.

Summary of the Certification Requirements under N.J.S.A. 52:32-44.1

Pursuant to state law any natural person, company, firm, association, corporation, or other entity prohibited, or "debarred," from contracting with the federal government agencies, shall also be prohibited from contracting for public work in the state of New Jersey. This prohibition also extends to any affiliate organization(s) held by or subject to the control of an entity of that prohibited person or entity.

Prior to awarding a contract for public work a local unit must obtain written certification from the contracting person or entity through the form below, attesting to their non-debarment from contracting with federal government agencies. Contracting units are reminded that they must fill-in the boilerplate information in the certification sections of Parts II through IV regarding their name and type of contracting unit before using the form.

CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS
N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.

PART I: VENDOR INFORMATION	
Individual or Organization Name	
Address of Individual or Organization	
DUNS Code (if applicable)	
CAGE Code (if applicable)	
Check the box that represents the type of business organization:	

☐Sole Proprietorship (skip Parts III and IV) ☐Non-Profit Corporation (skip Parts III and IV)

☐For-Profit Corporation (any type) ☐Limited Liability Company (LLC) ☐Partnership

☐Limited Partnership ☐Limited Liability Partnership (LLP)

☐Other (be specific): _____

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
I hereby certify that the **individual or organization listed above in Part I** is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the County of Salem is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the County of Salem to notify the County of Salem 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, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the County of Salem, permitting the County of Salem to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):		Title:	
Signature:		Date:	

PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization	
Section A (Check the Box that applies)	
☐	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
Name of Individual or Organization	
Home Address (for Individual) or Business Address	
OR	
☐	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.
Section B (Skip if no Business entity is listed in Section A above)	
☐	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization's parent entity, as the case may be.
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	
Home Address (for Individual) or Business Address	
OR	
☐	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.
Section C – Part III Certification	
I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the **Organization listed above in Part I** or, if applicable, owns greater than 50 percent of a parent entity of _____**<name of organization>**. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the County of Salem is	

relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award County of Salem to notify the County of Salem 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, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the County of Salem, permitting the County of Salem to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):		Title:	
Signature:		Date:	

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities	
Section A	
☐	Below is the name and address of the corporation(s) in which the **Organization listed in Part I** owns more than 50 percent of voting stock, or of the partnership(s) in which the **Organization listed in Part I** owns more than 50 percent interest therein, or of the limited liability company or companies in which the **Organization listed above in Part I** owns more than 50 percent interest therein, as the case may be.

Name of Business Entity	**Business Address**
Add additional sheets if necessary	

OR	
☐	The **Organization listed above in Part I** does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.

Section B (skip if no business entities are listed in Section A of Part IV)	
☐	Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).

Name of Business Entity Controlled by Entity Listed in Section A of Part IV	**Business Address**

Add additional Sheets if necessary	
OR	
☐	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.

Section C – Part IV Certification

I hereby certify that the **Organization listed above in Part I** does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the County of Salem is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by County of Salem to notify the County of Salem 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, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the County of Salem, permitting the County of Salem to declare any contract(s) resulting from this certification void and unenforceable.

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

EXHIBIT H

NON-COLLUSION AFFIDAVIT

State of _____

ss:

County of _____

I, _____residing in_____
(Name of Affiant) (Name of Municipality)

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

I am _____ of the firm _____
(Title or Position) (Name of Firm)

the respondent making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said 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 named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the County of Salem in the State of New Jersey relies upon the truth of the statements contained in this affidavit in awarding the contract for the said project.

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

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

Subscribed and sworn to
Before me this day
_____ 20_____ _____
(Signature of Affiant)

_____ _____
(Signature of Notary Public) (Typed or Printed Name of Affiant)

My Commission expires_____
(Month, Day, Year)

EXHIBIT I

COUNTY OF SALEM, NEW JERSEY

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Respondent hereby acknowledges receipt of the following Addenda:

Addendum Number	Dated	Acknowledge Receipt (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ **No addenda were issued:**

Acknowledged for: _____
(Name of Respondent)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type Name of Authorized Individual)

Title: _____

Date: _____

EXHIBIT J

REQUEST FOR REFERENCE FORM

If able, list three (3) public agencies (other than Salem County) presently or previously contracted to whom you provide or have provided the items and/or services as herein specified. Respondents should provide those references most closely aligned with the type of service/supply requested.

1. Name of Entity_____

   Address_____

   Contact Name_____

   Daytime Telephone_____ Email_____

2. Name of Entity_____

   Address_____

   Contact Name_____

   Daytime Telephone_____ Email_____

3. Name of Entity_____

   Address_____

   Contact Name_____

   Daytime Telephone_____ Email_____

EXHIBIT K

VENDOR INFORMATION SHEET

In order to assure that all future correspondence is directed to the correct address, assure proper ordering, and to expedite future payments, the following information shall be provided with this RFP:

Name of Business: _____

Correspondence Address, including zip code:

_____

_____

_____

Purchase Order Address, including zip code:

_____

_____

_____

Payment Address, including zip code:

_____

_____

_____

Telephone Number: _____

Facsimile Number: _____

Salem County is Going Green! We invite you to join our purchase order e-mail team if awarded this contract. Should you wish to receive purchase orders via e-mail, simply complete the following information and we will establish or update your file accordingly. Please set your e-mail settings to receive messages from purchasing@salemcountynj.gov

Name of Accounts Receivable Staff: _____

E-Mail Address to use for receipt of purchase orders:_____

EXHIBIT L

RESPONDENTS DATA SHEET AND QUESTIONNAIRE

Please provide the following information

How many years has your company been providing this service? _____

Has your company ever failed to complete any contract with regard to any of the services herein described? Yes ____ No____. If yes, provide details here: _____
_____
_____

Has your company ever had a contract terminated for non-performance? Yes ___ No___. If yes, provide details here: _____
_____
_____
_____

Has your company ever been involved in any litigation regarding the provision of the services described herein? Yes____ No____. If yes, provide details here:_____
_____
_____
_____

Name and telephone numbers of personnel who can be contacted if problems or emergencies arise: _____
_____

Name and telephone number of an individual who can be contacted at all times if service information is requested: _____
_____

Exhibit M

1 GENERAL INSURANCE REQUIREMENTS

(Required on all Bids/RFPs)

1.1 The Contractor(s) shall provide and pay for insurance coverage of such type and in such amounts as will completely protect the Contractor and the County, its elected officials, officers, agents, servants employees and assigns against any and all risks of loss (including costs of defense) or liability arising out of this contract.

1.2 The insurance should be furnished by insurance companies with and "A - (Excellent) VII" or better or better rating as published in the most recent editions of Best Insurance Key Rating and shall be authorized to conduct business in the State of New Jersey.

1.3 It is recognized that in some instances that insurance may be acceptable which is underwritten by an insurance company that is not reported in the BEST GUIDE, or the coverage is extended under a self-insured program. This insurance, or self-insurance, must be in conformity with the rules and regulations of the Commissioner of Insurance of the State of New Jersey. Any insurance or self-insurance of this type is subject to the review and acceptance by the County Risk Manager or the County Counsel. Furthermore written proof of acceptability by the Office of the Commissioner of Insurance may be necessary.

1.4 The Contractor(s) shall furnish the County with Certificates of Insurance, as shown under "B" Specific Coverage Requirements, policies for General Liability must be endorsed to include the County of Salem, its elected officials, officers, agents, servants, employees and assigns, as an Additional Insured, a copy of ISO Endorsements CG 20 10 is required along with the certificate. The Certificates of Insurance shall set out the types of coverage, the limits of liability and describe the operation by reference to this contract. All of the Contractors deductibles or retention's shall be the sole responsibility of the contractor, those in excess of $10,000 are to be disclosed and are subject to approval by the County. If requested actual policy copies or incurred loss information may be required.

1.5 The policies and specified limits of coverage must be effective prior to the commencement of work and must remain in force until final acceptance of the work under the contract. Contracts that involve construction, installation, or maintenance repair must maintain completed operations insurance, endorsing the County as an additional insured for a term of two (2) years beginning on the date of the final acceptance. They also must include a copy of ISO Endorsement CG 20 37, or its equivalent.

1.6 The Contractor(s) shall obtain, and furnish to the County, certificates of insurance from their subcontractor(s) or sub subcontractor(s) showing policies in force with coverage and limits as described under these insurance requirements.

1.7 The Certificate of Insurance with a COPY OF THE ADDITIONAL INSURED ENDORSEMENTS, are to be signed by a person authorized by the insuring company(s) to bind coverage on its behalf. Neither approval by the County nor failure to disapprove Certificates of Insurance/ furnished by the Contractor shall release the Contractor from full responsibility for all liability including costs of defense. Insurance is required as a measure of protection and the Contractor's liability is not limited thereby.

1.8 The Certificates of Insurance must be submitted to the County and shall be subject to the review and approval of the County Counsel or Risk Manager.

1.9 If at any time during the term of this contract or any extension thereof, if any of the required policies of insurance should expire, change or be canceled, it will be the responsibility of the Contractor, prior to the expiration, change or cancellation, to furnish to the County a Certificate of Insurance indicating renewal or an acceptable replacement of the policy so that there will be no lapse in any coverage. In the event of interruption of any coverage for any reason, all payments and work under the contract shall cease and not be resumed until coverage has been restored and a current Certificate of Insurance received and approved.

1.10 Any policy of insurance that is written on a claims made basis shall, under the terms of this contract, be renewed or the coverage extended for a period of not less than three years and shall provide coverage for the period operations were performed by the contractor. Proof of such extension shall annually be presented to the Risk Manager for the County of Salem and indicate the retroactive date of coverage or indicate that all prior acts coverage is provided.

1.11 Insurance or Risk Funding maintained by the County shall be considered as Excess over Contractors Insurance. Insurance or Risk Funding Maintained by the County of Salem does not provide protection for Contractors liability.

1.12 Certificates of Insurance and Evidence of Property Forms shall show the Certificate Holder as follows:

COUNTY OF SALEM
94 MARKET STREET
SALEM, NJ 08079
ATTN.: Jeffrey T. Ridgway, Jr., Purchasing Agent

1.13 Certificates of Insurance not reading as above will not be acceptable and will delay contract signature and/or payment.

1.14 Questions regarding these insurance requirements may be directed to Jeffrey T. Ridgway, Jr., Purchasing Agent at (856) 935-7510. Certificates for approval may be preliminarily submitted via fax to (856) 339-4190.

2 The following items are the minimum mandatory types of insurance coverage to be carried under the requirements as provided herein, CONTRACTORS INSURANCE REQUIREMENTS:

2.1 Workers Compensation insurance or its equivalent in accordance with the statutes of the State of New Jersey and Employer's Liability insurance with minimum limits of:

2.1.1 $1,000,000 each accident for bodily injury by accident
2.1.2 $1,000,000 each employee for bodily injury by disease; and
2.1.3 $1,000,000 policy limit for bodily injury by disease

2.2 General Liability in a comprehensive form, with minimum limits as follows:

2.2.1 Each Occurrence $1,000,000
2.2.2 Personal & Adv. Injury $1,000,000
2.2.3 General Aggregate $2,000,000
2.2.4 Products-Completed Operations Aggregate $2,000,000

2.3 Motor Vehicle Liability Insurance in a comprehensive form with minimum limits of $1,000,000 CSL

2.3.1 Owned Vehicles

2.3.2 Hired/Leased Vehicles
2.3.3 Non-Owned Vehicles

3 SPECIFIC COVERAGE REQUIREMENTS

3.1 PROFESSIONAL LIABILITY (Required for this RFP: Yes _____ No ___X___)

During the life of this contract the Contractor shall procure and maintain Professional Liability Insurance with limits of liability not less than $1,000,000 per claim/$1,000,000 annual aggregate. This insurance shall provide coverage for wrongful acts the contractor is responsible for rendering or failing to render professional services. If coverage is on "claims made" basis, Contractor must maintain comparable coverage and limits for a minimum of four (4) years following the expiration date of said contract.

3.2 POLLUTION LIABILITY INSURANCE (Required for this RFP: Yes _____ No ___X___)

During the life of this contract the Contractor shall procure and maintain Pollution Liability Insurance with limits of liability not less than $1,000,000 or $5,000,000 per pollution incident / $3,000,000 or $10,000,000 annual aggregate. This insurance shall provide coverage pollution incidents that cause bodily injury, including death; loss or damage to property, including loss of use of damaged property or of property that has not been physically injured; cleanup and monitoring costs; and costs and expenses incurred in the investigation, defense, or settlement of claims. If coverage is on "claims made" basis, Contractor must maintain comparable coverage and limits for a minimum of four (4) years following the expiration date of said contract.

EXHIBIT N

STATE OF NEW JERSEY DIVISION OF PURCHASE AND PROPERTY DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

RFP Number _____ **Respondent/Offeror:** _____

PART 1: CERTIFICATION. RESPONDENTS MUST COMPLETE PART 1 BY CHECKING EITHER BOX. FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a RFP 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, or one of the person or entity's parents, subsidiaries, or affiliates, is identified on the Department of the Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List..pdf. Respondents **must** review this list prior to completing the below certification. **Failure to complete the certification will render a respondent's proposal non-responsive.** If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

PLEASE CHECK THE APPROPRIATE BOX:

- ☐ **I certify, pursuant to Public Law 2012, c. 25, that neither the respondent listed above nor any of the respondent'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 of its behalf.

  OR

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

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidies or affiliates, engaging in the investment activities in Iran outlined above by completing the section below. Add additional sheets if necessary to report additional activities.

Name of Entity: _____ Relationship to Respondent: _____

Description of Activities: _____

_____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Respondent/Offeror Contact Name: _____ Contact Phone: _____

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

Full Name: _____ Signature: _____

Title: _____ Date: _____

EXHIBIT O

Conflict of Interest Policy

I. Purpose

The purpose of this policy is to establish conflicts of interest guidelines that meet or exceed the requirements under state law and local policy when procuring goods, services, and construction or repair projects, inclusive of those paid for in part or whole by federal funds required under 2 C.F.R. § 200.318(c)(1).

II. Policy

This policy applies when procuring all goods, services, construction or repair projects, and any other form of contract, inclusive of those funded in part or whole with federal financial assistance (direct or reimbursed). This policy also applies to any subrecipient of the funds.

The employee responsible for managing any federal, state, or other financial assistance awards shall review the notice of award to identify any additional conflicts of interest prohibitions or requirements associated with the award, and shall notify all employees, officers, and agents, including subrecipients, of the requirements of this policy and any additional prohibitions or requirements.

A. Conflicts of Interest. No officer, employee, or agent of the County of Salem may participate directly or indirectly in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest. A real or apparent conflict exists when any of the following parties has a financial or other benefiting interest in or receives a tangible personal benefit from a firm considered for award of a contract:

1. the employee, officer, or agent involved in the selection, award, or administration of a contract;
2. any member of his or her immediate family;
3. his or her partner; or
4. an organization which employs or is about to employ any of these parties.

Any officer, employee, or agent with an actual, apparent, or potential conflict of interest as defined in this policy shall report the conflict to his or her immediate supervisor. Any such conflict shall be disclosed in writing to the federal, state, or other awarding agency or pass-through entity in accordance with applicable awarding agency policy.

Additionally, pursuant to the New Jersey Local Government Ethics Law (N.J.S.A. 40A:9-22.1 et seq.) the following shall be required:

1. No local government officer, employee, or member of their immediate family shall engage in activity that is in substantial conflict with the proper discharge of their duties in the public interest.
2. No independent local authority shall, for a period of one year next subsequent to the termination of office of a member of that authority:
    a. Award a contract which is not publicly bid/RFP to a former member (or any organization they hold a benefitting interest in) of that authority.
    b. Allow a former member (or any organization they hold a benefitting interest in) of that authority to represent, appear for, or negotiate on behalf of any other party before that authority.

c. Employ for compensation, except pursuant to open competitive examination in accordance with Title 11A of the New Jersey Statutes and the rules and regulations promulgated pursuant thereto, any former member of that authority.

3. No local government officer or employee shall use or attempt to use their official position to secure unwarranted privileges or advantages for themselves or others.

4. No local government officer or employee shall act in their official capacity in any matter where they, a member of their immediate family, or a business organization in which they have an interest, have a direct or indirect financial or personal involvement that might reasonably be expected to impair their objectivity or independence of judgment.

5. No local government officer or employee shall undertake any employment or service, whether compensated or not, which might reasonably be expected to prejudice their independence of judgment in the exercise of their official duties.

6. No local government officer, employee, or member of their immediate family shall solicit political contributions to the extent that if given there would be an influence (directly or indirectly) to the discharge of their official duties. This provision shall not apply to the solicitation or acceptance of contributions to the campaign of an announced candidate for elective public office, if the local government officer has no knowledge or reason to believe that the campaign contribution, if accepted, was given with the intent to influence the local government officer in the discharge of their official duties.

7. No local government officer or employee shall use, or allow to be used, their public office or employment, or any information, not generally available to the members of the public, which they receive or acquire in the course of and by reason of their office or employment, for the purpose of securing financial gain for themself, any member of their immediate family, or any business organization with which they are associated.

8. No local government officer or employee or business organization in which they have an interest shall represent any person or party other than the local government in connection with any cause, proceeding, application or other matter pending before any agency in the local government in which they serve. This provision shall not be deemed to prohibit one local government employee from representing another local government employee where the local government agency is the employer and the representation is within the context of official labor union or similar representational responsibilities.

B. Gifts. Officers, employees, members of their immediate family or business organization in which they have an interest, and agents of the County of Salem are prohibited from accepting or soliciting gifts, gratuities, favors, loans, services, promises of future employment, or anything of monetary value from contractors, suppliers, or parties to subcontracts. Items of nominal value valued at less than $25.00 which fall into one of the following categories may be accepted:

1. promotional items;

2. honorariums for participation in meetings; or

3. meals furnished at banquets.

Any officer, employee or agent who knowingly accepts an item of nominal value allowed under this policy, directly or through their immediate family or business organization in which they have an interest, shall report the item to his or her immediate supervisor.

III. Violation

Employees violating this policy will be subject to discipline up to and including termination in accordance with County policies, as may be changed from time to time. Contractors violating this policy will result in termination of the contract and may not be eligible for future contract awards. Local Government Officers and Employees will be subject to disciplinary actions and penalties in accordance with the New Jersey Local Government Ethics Law.

EXHIBIT P

CERTIFICATION OF NON- INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor[i]") that seeks to enter into or renew a contract with the County for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

☐ A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

☐ B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

☐ C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

_____

_____

_____

_____

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative	Date
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Vendor's Name	Vendor's Phone Number
Vendor's Address (Street Address)	Vendor's Fax Number
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

[i] Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

EXHIBIT Q

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▸ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▸ ____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▸

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ▸ **Date** ▸

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

COUNTY OF SALEM, NEW JERSEY
GENERAL INSTRUCTIONS AND CONDITIONS

1. PROPOSAL SUBMISSION

Proposals shall be submitted on the Proposal Document supplied herewith and all pages of this RFP Package, including the necessary forms to be signed, must be returned with the proposal. Failure to do so may be cause for rejection of the proposal. Proposals shall be returned in sealed envelopes addressed to:

Salem County Administration Building
Office of the Purchasing Agent
110 Fifth Street, Suite 400
Salem, New Jersey 08079

It shall be the responsibility of the respondent to ensure that their complete RFP submission is delivered to the location and at the date and time listed herein. The County accepts no responsibility for RFPs that are not delivered to the location and/or at the date and time listed herein.

The envelope shall be prominently marked:

REQUEST FOR PROPOSALS FOR PROVIDING IN-SCHOOL YOUTH CAREER PATHWAYS PROGRAM SERVICES IN CUMBERLAND COUNTY BY MEANS OF THE CUMBERLAND SALEM CAPE MAY WORKFORCE DEVELOPMENT BOARD; RFP# 26-08

The County accepts no liability for RFPs opened or unopened in error due to the absence of such prominent notation.

2. NOTIFICATION OF CONFIDENTIAL, PROPRIETARY OR TRADE SECRETS INFORMATION

The respondent or responding party shall designate what information contained in their response to the bid or RFP is deemed to be confidential, proprietary, or constitutes trade secrets or other sensitive information which the respondent or responding party does not want disclosed. If a request is made for information contained in the RFP and no designation of confidential, proprietary, or trade secret information is given to the County, the County will release such information under the Open Public Records Act, N.J.S.A. 47:1A-1, et seq. to a party who makes an OPRA request.

3. RFP CHECKLIST

The items and/or forms required herein shall be reviewed and submitted with your RFP. Every effort is made to ensure this checklist is fully complete in scope and is provided for informational purposes as all required documentation may not be listed therein. It shall be the responsibility of the respondent to carefully review and familiarize themselves with the complete RFP package and provide those documents that are required.

4. OFFICIAL PROPOSAL DOCUMENT

(Required on all RFPs)

Respondents are hereby strongly cautioned against changing, altering or modifying the format of the Official Proposal Document. All requested information shall be provided in the format established therein. Respondents who change, alter or modify the Official Proposal Document may have their proposal rejected as non-responsive.

5. STATEMENT OF AUTHORITY

(Required on all RFPs)

The form **must** be signed by a Company Officer and submitted with the RFP, in order to be accepted by the County as a valid RFP. A Company Officer shall be considered to be an individual that has an ownership interest in the Company with the ability to legally bind and execute a contract on behalf of the Company. In the event that this contract is to be executed by someone that does not have an ownership interest, the respondent shall provide a certified copy of a corporate resolution authorizing that such other officer(s) are designated with the ability to bind the company through contract.

6. RFP EXCEPTIONS FORM

(Required on all RFPs)

Exceptions, if any, to the RFP specifications, shall be noted and described in the exhibit provided herein. Note that proposals received without any exceptions noted and described below shall be assumed to be in complete compliance with the RFP specifications.

7. STATEMENT OF CORPORATE OWNERSHIP

(Required on all RFPs)

No corporation or partnership may be awarded a contract for the performance of work or the furnishing of materials or supplies, unless it lists with its proposal, or prior thereto, the names and addresses of all stockholders who own ten (10) percent or more of its stock of any class, or all individual partners who own a ten (10) percent or greater interest therein (N.J.S.A. 52:25-24.2, P.L. 1977, Chapter 33, as amended by P.L. 2016, Chapter 43).

Please be advised that, for the purposes of completing this form, all "stockholders" and "individual partners" shall be considered to be: individual persons, partnerships, limited partnerships, limited liability partnerships, limited liability companies, sub-chapter S-corporations, C-corporations, statutory trusts, business trusts or associations, real estate investment trusts, common-law trusts, national associations, or any other unincorporated business, whether organized under the laws of this State or under the laws of any other state or territory of the United States or the District of Columbia, the United States or any foreign country or other foreign jurisdiction pursuant to N.J.S.A. 52:25-24.2. This disclosure includes all beneficiaries in an established trust or association that hold a 10% or greater interest therein, as the case may be.

The disclosure of all beneficial owners who own ten (10) percent or more of any entity shall be continued in Part II, Part III, and on additional sheets (if applicable), until all natural persons are identified, or it is otherwise disclosed that there is no further breakdown of beneficial owners greater than or equal to ten (10) percent.

8. EEO/AFFIRMATIVE ACTION REQUIREMENTS

(Required on all RFPs)

Goods, Professional Services and General Service Contracts.

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 and complete the exhibit as provided herein.

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

Failure by the respondent to execute, complete and include with their RFP submission the EEO/Affirmative Action Compliance Notice on the exhibit shall cause their RFP to be rejected as non-responsive.

9. EQUAL PAY ACT REQUIREMENT

Vendors are required to adhere to the Diane B. Allen Equal Pay Act, N.J.S.A. 34:11-56.13, an amendment to the New Jersey Law Against Discrimination N.J.S.A. 10:5-1, et seq. The law became effective July 1, 2018.

10. AMERICANS WITH DISABILITIES ACT LANGUAGE

(Required on all RFPs)

As provided herein, and as provided in the RFP checklist, 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. s12101 et seq.) are affirmed as a condition of this RFP and subsequent contract as appropriate.

11. CERTIFICATION REGARDING DEBARMENT

(Required on all RFPs)

By signing and submitting this exhibit the contractor affirms certification of compliance with the conditions as provided in the exhibit and instructions.

12. NON-COLLUSION AFFIDAVIT

(Required on all RFPs)

By signing and submitting this exhibit the contractor affirms certification of compliance with the conditions as provided in the exhibit and instructions.

13. ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

(Required on all RFPs)

Respondent is required to enter each addendum, date issued, and initial receipt of same or signify that no addenda were issued as indicated on the exhibit.

14. REQUEST FOR REFERENCES FORM

(Required for this RFP: Yes ___X___ No _____)

Respondents shall complete and include with their RFP submission the Request for Reference as provided in the exhibit. Respondents should provide those references most closely aligned with the type of service/supply requested and like governmental agency.

15. VENDOR INFORMATION SHEET

(Required on all RFPs)

In order to assure that all future correspondence is directed to the correct address, assure proper ordering, and to expedite future payments vendors are required to complete this exhibit.

16. RESPONDENTS DATA SHEET AND QUESTIONNAIRE

(Required for this RFP: Yes ____X____ No _____)

Respondents shall complete and include with their RFP submission the questionnaire as provided in the exhibit.

17. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

(Required on all RFPs)

Pursuant to N.J.S.A. 52:32-44, County of Salem ("Contracting Agency") is prohibited from entering into a contract with an entity unless the respondent/proposer/contractor, and each subcontractor that is required by law to be named in a RFP/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a RFP or other proposal shall provide proof of business registration to the respondent, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

(1) The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.

(2) The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.

(3) The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

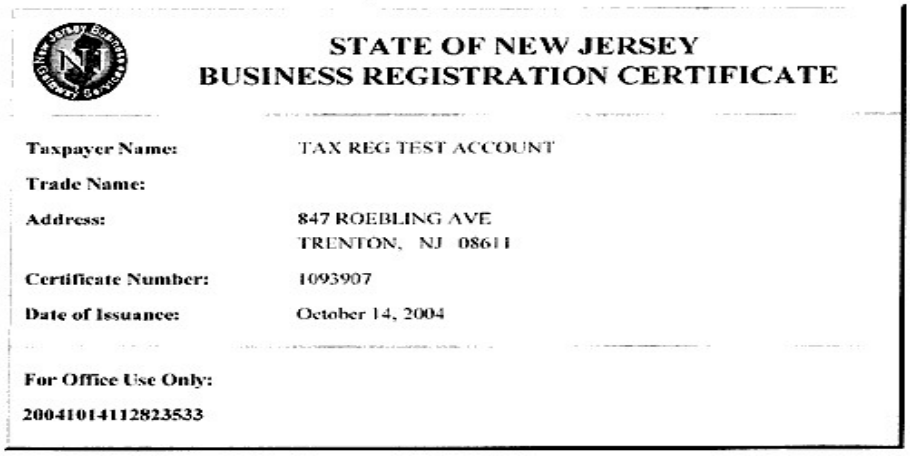
Sample


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

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 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
FORM-BRC(08-01)
Acting Director
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

SAMPLE


STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004

For Office Use Only:

20041014112823533

18. CONTRACTORS INSURANCE REQUIREMENTS

The County of Salem requirements and types of insurance coverage(s) to be carried by the vendor are provided in Exhibit M. Documentation must be provided with fully executed contract documents.

19. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

(Required on all RFPs)

Pursuant to N.J.S.A. 52:32-58, the respondent must utilize this Disclosure of Investment Activities in Iran form to certify that neither the respondent, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the respondent, nor one of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the respondent is unable to so certify, the respondent shall provide a detailed and precise description of such activities as directed on the form. A respondent's failure to submit the completed and signed form prior to award will result in the rejection of the proposal as nonresponsive and preclude the award of a contract to said respondent.

20. FORM W-9

(Required on all RFPs)

Respondents shall complete and include with their RFP submission the Form W-9 as provided in the exhibit.

21. VENDOR DIRECT DEPOSIT AUTHORIZATION

Vendor Direct Deposit Authorization is available to the awarded vendor/vendors; if they and the County mutually desire instead of a paper check. Please reach out to the Finance Department, Purchasing Division to have the Vendor Direct Deposit Authorization Form sent to you.

22. RESERVATIONS

The Board of County Commissioners reserves the right to reject any and all RFPs and to waive minor discrepancies therein. The Board of County Commissioners also reserves the right to split RFPs, award individual items, or to award groups of items and categories of items.

23. TIME FOR MAKING AWARDS

The County of Salem will award contracts or rejects all RFPs within sixty (60) days. Exceptions to this schedule shall be in accordance with N.J.S.A. 40A:11-24, which provides that respondents, at the request of the contracting unit, may agree to have their RFPs held for consideration for a longer period.

24. INDEMNIFICATION

Respondents shall agree, if awarded a contract, that they will indemnify and save harmless the County from all suits and actions of every nature and description brought against it, arising out of or related to the contract, or contracts, written or verbal, entered into between the County and the successful respondent(s), and further that upon the awarding of the contract in accordance with these specifications, this indemnification agreement shall automatically become effective with respect to any work performed by the contractor.

25. PRICES

Carelessness in quoting prices or in preparation of the RFP otherwise shall not relieve the respondent.

RFP prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the County of Salem. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the contractor's convenience.

The vendor shall guarantee any or all materials and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the vendor. In the case of rejected materials, the vendor shall be responsible for return freight charges.

All discounts shall be deducted except the discount for prompt payment of an invoice, if offered.

26. TAXES

The County is exempt from all Federal and State Taxes.

27. QUESTIONS

Questions concerning this RFP shall be directed in writing to the Salem County Office of the Purchasing Agent, Attention: Jeffrey T. Ridgway, Jr., Purchasing Agent, either by facsimile at (856) 339-4190 or by email at purchasing@salemcountynj.gov. Questions must be submitted by **12:00 P.M. (Noon) on April 29, 2026.** Questions received after this date and time will not be answered.

28. IN THE EVENT OF COUNTY OFFICES CLOSING PER N.J.A.C. 5:34-9.3

Publicly announced receipt of RFPs or competitive contracting proposals shall be considered postponed when an unforeseen circumstance occurs that would affect or prohibit the opening of RFPs or proposals. The opening of the RFPs or proposals must occur within five days, excluding Saturdays, Sundays, and holidays, of the original date of the receipt of RFPs or proposals. The following procedures shall be used in the event a contracting unit must postpone the receipt of publicly advertised RFPs or competitive contracting proposals:

1. As soon as practicable, all vendors who have either submitted RFPs or proposals, or received specifications or request for proposals, shall be notified by telephone, fax, or email that the receipt thereof has been postponed and the reason therefore. The County of Salem will post a notice on its official website.

2. If possible, on the day and time originally scheduled for receipt of RFPs or proposals, a notice shall be posted at the place where RFPs were to have been received, stating that the receipt of RFPs or proposals has been postponed. The notice will be publically displayed at the entrance to the building of the designated RFP opening.

3. In the event of a postponement, no RFPs or proposals shall be opened.

29. QUANTITIES OF ESTIMATE

Estimated quantities of work to be done shown in any section of this RFP, including Proposal Cost Form, are given for use in comparing proposals. The owner reserves the right to increase or diminish the quantities as may be deemed reasonably necessary or desirable by owner to complete 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.

30. ITEMS RFP

No respondent will be allowed to offer more than one price on each item even though he may feel that he has two (2) or more types/products that will meet the specifications. Respondents must determine for themselves which type/product to offer. If said respondent should submit more than one price on any item, all prices for the item shall be rejected.

If the amount shown in words and its equivalent in words do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.

In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error in the summation of the extended totals, the computation by the County of Salem of the extended totals shall govern.

31. MULTIPLE PROPOSALS

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.

32. ASSIGNMENT

The successful respondent shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or any part thereof to anyone without written consent of the County.

33. FAILURE TO ENTER CONTRACT

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

34. DIFFERENCES

The County may, after RFPs are opened, request from any vendor, clarification of any statement or information contained in their RFP. Should any differences arise between the contracting parties as to the meaning or intent of these Instructions or Specifications, the County Purchasing Agent or his designated representative's decision shall be final and conclusive.

35. ADDITIONAL CLAIMS

The successful respondent agrees that he will make no claim for additional payment or any other concession because of any misinterpretation or misunderstanding of the contract on his part, or of any failure to fully acquaint himself with any conditions related to the contract.

36. ORAL INSTRUCTIONS

Each and every request for interpretation of these specifications shall be made in writing, addressed and forwarded to the Salem County Purchasing Agent, who may send written instructions to the respondents in the form of addenda.

Written questions and requests for interpretation of these specifications may also be faxed to the Purchasing Department at (856) 339-4190.

If addenda are issued, respondents shall acknowledge receipt of such on the form provided within this RFP document, entitled “Acknowledgment of Receipt of Addenda, EXHIBIT H”, and must return this form with their RFP submission.

Neither the County of Salem nor their authorized representatives will be responsible in any way for oral answers unconfirmed in writing to any inquiries regarding the intent or meaning of these specifications.

37. STANDARD CONTRACT

The successful respondent will be required to sign and execute the County's standard contract. This contract, along with other documents required for the award of contract, must be executed by the successful respondent and returned to the Salem County Office of the Purchasing Agent within ten (10) days after receipt by the successful respondent. Should the respondent to whom the contract is awarded fail to enter into an agreement with the County for the reasons stated herein, and within the time limitations stated herein, the County may then, at its option, accept the RFP of the next highest ranking

responsible respondent. A copy of this contract is available for your review in the Salem County Office of the Purchasing Agent.

38. NEW JERSEY LAWS

These specifications, instructions to respondents, and all accompanying documents, the RFP and contract(s) awarded to the successful respondent(s) shall be construed in accordance with the laws of the State of New Jersey.

Any contract entered into between the contractor and the owner must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law.

39. BRAND NAMES

Brand names or descriptions used in this specification are to acquaint respondents with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged, unless otherwise specified in the technical specifications.

Where a brand name, trade name, or other reference using a manufacturer's name or terms appears, it is intended to be a guide referring to a specific quality, grade, style, or size. A product of equal quality will be considered, but must be designated in accordance with the conditions specified in Section 6, Exceptions to Specifications.

For the purpose of evaluation, where an equivalent product is being RFP, the respondent must indicate, no matter how slight, any variations from the items specified. If no variations are noted it will be construed that the RFP fully conforms to the specifications in every instance. The decision by the Salem County Purchasing Agent for the County of Salem as to whether a RFP alternative or substitute is in fact equal, shall be final and without recourse.

RFP proposals shall be submitted based upon the written specification and any legal addenda thereto contained in this specification, and such written specifications and legal addenda shall be considered as the minimum requirements. Failure to meet these minimum requirements shall be grounds for rejection of the vendor's RFP.

40. TIE BIDS

The County reserves the right to award at their discretion to any one of the tie respondents all factors considered.

41. MAILED RFPS

RFPs may be hand delivered or mailed as per legal notice to respondents. In the case of mailed RFPs, the County assumes no responsibility for RFPs received after the designated date and time. Late RFPs will not be considered.

42. FACSIMILE RFPS

Be advised that facsimile transmissions of any of the required RFP documents will not be acceptable and your RFP will be declared non-responsive.

43. WITHDRAWAL OF RFPS

A written request for the withdrawal of a RFP will be granted if received by the County Purchasing Agent before any RFP has been opened. An RFP cannot be withdrawn after the time set for receiving the RFPs except by written consent of both parties.

44. NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

All direct use containers shall bear a label indicating the chemical name(s) and Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances which are among the five most predominant substances in the container, or their trade secret registry number(s). (N.J.A.C. 8:59-5) or adhere to the requirements of The Globally Harmonized System of Classification and Labeling of Chemicals (GHS) and the U.S. Occupational Safety and Health Administration (OSHA) Hazard Communication Standard (HCS) as outlined in the **Federal Register** / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations as **adopted in final rule by DEPARTMENT OF LABOR, Occupational Safety and Health Administration, 29 CFR Parts 1910, 1915, and 1926, [Docket No. OSHA–H022K–2006–0062, (formerly Docket No. H022K)], RIN 1218–AC20, Hazard Communication.**

45. TERMINATION FOR DEFAULT

The contractor's right to perform this contract may be terminated by the County in the event services are not performed as called for in the contract. Thereafter, the County may have the service performed by others and the Contractor shall be liable for all costs to the County in excess of the contract price for the remaining portion of the contract.

46. TERMINATION FOR CONVENIENCE

If the County elects to terminate this contract, written notice will be given at least thirty (30) days in advance of the effective date. The contractor will be paid for all labor and material provided as of the termination date. No consideration will be given for the loss of anticipated revenue on the canceled portion of the contract.

47. CANCELLATION FOR UNAPPROPRIATED FUNDS OR LACK OF CERTIFIED FUNDS

The obligation of the County of Salem for payment to the vendor under terms of this or successor contracts is limited to the availability of funds appropriated in the current fiscal period. Continuation of the contract into a subsequent fiscal period is subject to appropriation of funds by the Salem County Board of County Commissioners. This contract is also limited to the amount of certified available funding specified in the resolution awarding the work or contract to the successful respondent unless that amount is increased by the Board of County Commissioners as may be required from time to time. The contractor is not authorized to exceed that amount unless authorized by the Board of County Commissioners.

48. N.J. P.L. 2005, C.271 REQUIREMENTS

The respondent/contractor is hereby advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c. 271, s.3) if the contractor receives contracts in excess of $50,000.00 from public entities in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at (888) 313-3532 or at www.elec.state.nj.us.

49. SPECIFICATION CHALLENGE

Any prospective respondent who wishes to challenge an RFP specification shall file such challenge in writing with the Salem County Purchasing Agent no less than three (3) business days prior to the opening of the RFPs. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract; N.J.S.A. 40A: 11-13 (e).

50. COST LIABILITY AND ADDITIONAL COSTS

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

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

51. OWNERSHIP OF MATERIAL

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

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

52. PAYMENTS

Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed and the fee(s) submitted in the Proposal Document.

The County may withhold all payments, or any portion thereof, should verification/clarification become necessary on any invoice and or condition of contract. Contractors, if applicable, shall be required to sign a County voucher for payment.

The County shall not be obligated to pay any fees for late submission of payments.

53. CONTRACT RECORDS

As per N.J.A.C. 17:44-2.2; Vendor shall maintain all documentation related to products, transactions, or services under this contract for a period of 5 years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

54. RESUBMISSIONS

In the case of Resubmissions for bids or RFP's, respondents are cautioned to use and submit only documents of the current active RFP. Prior RFP documents, (original or any prior resubmission), are invalid as those opportunities no longer legally exist. Submission of any forms or documents from a prior RFP or resubmission shall be reason to find your RFP for the current opportunity non-responsive.

55. LICENSING

If the successful proposer or any of its subcontractors is required to maintain a license in order to perform the services which are the subject of this contract, then prior to the effective date of the contract, and as a condition precedent to it taking effect, the successful proposer shall provide to the County a copy of all such applicable current licenses to operate in the State of New Jersey. Applicable licenses shall be current and in good standing and shall not be subject to any current action to revoke or suspend.

56. CONFLICT OF INTEREST STATEMENT

(Required on all Submissions)

In accordance with 2 C.F.R. § 200.318(c)(1) and N.J.S.A. 40A:9-22.1 et seq. ("Local Government Ethics Law"), the County has adopted a Conflict of Interest Policy that identifies and prohibits instances where conflicts could occur. As such, any County officer, employee, or agent is restricted from participating directly or indirectly in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest. All conflicts identified for these County representatives are required to be disclosed in writing to federal, state, or other awarding agency (or pass-through entity) as well as to the individual's supervisor.

Please be advised that any firm submitting a bid, proposal, quotation, etc. is expected and required to abide by the same policy and standards. A real or apparent conflict exists when any of the following parties has a financial, or other benefitting interest in, or receives a tangible personal benefit from a firm considered for an award of a contract:

1. An employee, officer, or agent involved in the selection, award, or administration of a contract;
2. Any member of his or her immediate family;
3. His or her partner; or
4. An organization which employs or is about to employ any of these parties (including former employees, elected, or appointed members of the County for a period of one year prior).

For this reason, should a firm submitting a bid, proposal, quotation, etc. reasonably suspect that a conflict may exist, they should disclose such conflicts in detail as an attachment to their submission. Any contractors found to violate this policy shall have their contract(s) terminated and may not be eligible for future contract awards for as long as the conflict of interest continues and/or for a duration set forth in N.J.S.A. 40A:11-1 et seq.

57. THE WALL (NJDOL/OSEC)

As per P.L 2019, c.366 any business whose name appears on "The Wall" (Workplace Accountability in Labor Law), maintained by the New Jersey Department of Labor, Office of Strategic Enforcement and Compliance, (OSEC), is prohibited from public contracting.

Firms listed on this NJDOL database should not respond to this opportunity. The County of Salem will check The Wall prior to awarding a contract. A found listing on the Wall shall constitute an automatic rejection.

58. SOURCE OF SPECIFICATIONS/RFP PACKAGES

Official Salem County specifications/bid packages for goods and services are available at no cost at http://salempurchasing.org. Notices for construction bids/projects are issued on this site; there may be a charge for construction bid specification packages and drawings. All clarifications and addenda are posted on this site.

Potential respondents are hereby cautioned that they are making proposals at their own risk and that the specifications/RFP packages may or may not be complete if the specifications/RFP packages were provided by a third party supplier.

The County shall not be responsible for third party supplied specifications/RFP packages.

EXHIBIT R

PROPOSAL DOCUMENT

TO THE SALEM COUNTY BOARD OF COUNTY COMMISSIONERS:

The undersigned declares that he/she has read this document in its entirety, that he/she has determined the conditions affecting the proposal and agrees, if this proposal is accepted, to provide the materials and services described and proposed herein, for the following Service:

PROVIDING IN-SCHOOL YOUTH CAREER PATHWAYS PROGRAM SERVICES IN CUMBERLAND COUNTY BY MEANS OF THE CUMBERLAND SALEM CAPE MAY COUNTY WORKFORCE DEVELOPMENT BOARD; RFP# 26-08

Respondents are hereby strongly cautioned against changing, altering or modifying the format of the Official Proposal Document. All requested information shall be provided in the format established therein. Offerors who change, alter or modify the Official Proposal Document may have their proposal rejected as non-responsive.

Have you included with your proposal submission of all of the items listed on the RFP Checklist? Yes_____ No_____. If no, your proposal may be rejected as non-responsive.

Do you have any exceptions to the specifications? Yes _____ No _____. If yes, respondents shall list and describe all exceptions on the RFP Exceptions Form on EXHIBIT B.

TOTAL AMOUNT PROPOSED:

(TOTAL) **$**_____

(In Words)

$_____

(In Numbers)

Name of Company: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

END OF OFFICIAL PROPOSAL DOCUMENT

SPECIFICATIONS PROVIDING FOR
PROVIDING IN-SCHOOL YOUTH CAREER PATHWAYS PROGRAM SERVICES IN CUMBERLAND COUNTY BY MEANS OF THE CUMBERLAND SALEM CAPE MAY WORKFORCE DEVELOPMENT BOARD; RFP# 26-08

1. INTENT OF SPECIFICATION

This RFP is to provide the basis for a contract to be awarded, for the Services outlined herein, by the County of Salem, through a fair and open process in accordance with N.J.S.A. 40A:11-4.1 et. seq.

2. ADMINISTRATIVE CONDITIONS AND REQUIREMENTS

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

The terms Request for Proposal, bid, Proposal, RFP, and bidder/offeror/respondent are all interchangeable within this document and are to be construed as the information for a respondent to prepare themselves to provide a response to the County.

3. SCHEDULE

The dates established for the procurement are:

Release of RFP	April 10, 2026
Questions Due	April, 29, 2026 at 12:00 PM (NOON)
Proposal Due Date	May 13, 2026 at 11:00 AM
Anticipated Governing Body Action	May 20, 2026
Contract Commencement	July 1, 2026

4. PROPOSAL SUBMISSION INFORMATION

a. Submission Date and Time:

May 13, 2026 at 11:00 AM
One (1) Original and Three (3) Copies must be submitted.

b. Submission Office:

Salem County Administration Building
Office of the Purchasing Agent
110 Fifth Street, Suite 400
Salem, New Jersey 08079

c. Respondents shall clearly mark their submittal package with the title of this RFP and the name of the responding firm, addressed to the Office of the Purchasing Agent.

d. **The original proposal shall be marked to distinguish it from the Three (3) Copies. Only those RFP responses received prior to or on the submission date and time will be considered**.

e. Responses

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. Subsequent extension of response time may be agreed upon by mutual consent.

f. Interviews

At the County's sole option, after proposals are received, but prior to the completion of the evaluation of proposals, vendors may be invited to provide clarification regarding their submission. The presentation, if any, shall address only those matters specified by the County. The presentation, if any, shall not be used for negotiation of the contract.

g. The User Department for these services is:

Salem County Purchasing Department
Attn: Jeffery Ridgway, Jr.
110 Fifth Street
Salem, NJ 08079

h. County Representative for this Solicitation

Please direct all questions in writing to:

Salem County Administration Building
Office of the Purchasing Agent
110 Fifth Street, Suite 400
Salem, New Jersey 08079
Attention: Jeffrey T. Ridgway, Jr., Purchasing Agent
Voice: (856) 935-7510
Fax: (856) 339-4190
Email: purchasing@salemcountynj.gov

i. Interpretations and Addenda

Respondents are expected to examine the RFP with care and observe all its requirements. All questions about the meaning or intent of this RFP, all interpretations and clarifications considered necessary by the

owner's representative in response to such comments and questions will be issued by Addenda mailed or delivered to all parties recorded as having received the RFP package. Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements or clarifications are without legal effect.

5. COMMENCEMENT OF WORK/TERM OF CONTRACT

This contract(s) shall commence upon award by the Board of County Commissioners and shall be for the period one (1) year commencing July 1, 2026 and continuing until June 30, 2027 with an option for three (3) one (1) year renewals.

6. DESCRIPTION OF SERVICE

SCOPE OF WORK FOR PROVIDING OUT-OF SCHOOL YOUTH CAREER PATHWAYS PROGRAM SERVICES IN CUMBERLAND, SALEM, AND CAPE MAY COUNTY BY MEANS OF THE CUMBERLAND SALEM CAPE MAY WORKFORCE DEVELOPMENT BOARD

A. INTRODUCTION

Cumberland, Salem, and Cape May County Workforce Development Board
The Cumberland, Salem, Cape May Workforce Development Board (WDB) operates in three service delivery areas, and as such has one local area. Consistent with WIOA (Workforce Innovation and Opportunity Act) requirements, the WDB is composed of business leaders throughout the local area, representatives of organized labor, and local agency leaders. Private sector leaders constitute 51% of the membership. The mission of the WDB is to promote life-long learning by collaborating with businesses, agencies, and organizations to bring education, employment, and training programs together into a workforce development system that provides a means for residents to gain sufficient skills, education, and employment and financial independence. To learn more about the WDB visit https://www.cumberlandcountynj.gov/workforcedevelopment.

THE WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

The Workforce Innovation and Opportunity Act (WIOA) became law on July 22, 2014, and supersedes Titles I and II of the Workforce Innovation Act of 1998 (WIA) and amends the Wagner-Peyser Act of 1933 and the Rehabilitation Act of 1973. The Departments of Labor and Education published a set of regulations for implementing WIOA. These WIOA Final Rules were made public on July 1, 2016, and the rules covering the Title I youth formula program became effective October 18, 2016. WIOA preserves the nation's current program infrastructure allowing continuity in the delivery of federally funded employment services, workforce development, basic education for adults, and vocational rehabilitation activities for people with disabilities. The Workforce Innovation and Opportunity Act seeks to enhance the overall quality of the nation's workforce, reduce reliance on public assistance, promote long-term economic self-sufficiency, address employer skill demands, and strengthen national productivity and competitiveness.

The County of Cumberland has been designated as the administrative entity and grant recipient for the Workforce Innovation and Opportunity Act. The Cumberland, Salem, Cape May Workforce Development Board has been authorized to release this Request for Proposal (RFP) to solicit proposals from organizations interested in operating Out-of-School Youth (OSY) Programs under the Workforce

Innovation and Opportunity Act. Out-of-School Youth Programs provide comprehensive educational and employment services to eligible youth in Cumberland County ages sixteen (16) to twenty-four (24). This contract shall commence July 1, 2026, and terminate June 30, 2027, subject to the budgetary appropriations by the Cumberland County Board of Commissioners as required by law.

ONE-STOP OPERATOR

The One-Stop Operator serves Cumberland, Salem, and Cape May counties and is responsible for overseeing the implementation of system-wide workforce development strategies and goals at the service delivery level in alignment with the vision and priorities established by the Workforce Development Board (WDB). The primary role of the One-Stop Operator is to design and implement continuous improvement tools and processes that support the effectiveness of the one-stop delivery system. Its membership consists of executive-level representatives from the core local area workforce development system partners. The One-Stop operator for the Cumberland Salem Cape May local area is the Cumberland County Improvement Authority. Information about their services can be found here https://www.theauthoritynj.com/onestop.

ONE-STOP CAREER CENTERS

In each county, the foundation of the One-Stop Career Center workforce innovation system is the one-stop delivery model, which is designed to meet the needs of two primary customer groups: job seekers and employers. This model serves as the central mechanism through which programs and services are integrated. Within Cumberland, Salem, and Cape May counties, the system also operates under the federal designation of 'American Job Centers.' The one-stop delivery model provides a practical, streamlined approach to connecting individuals with employment opportunities, career pathways, skills training, and educational programs. Job seekers gain access to new environments, targeted skills development, and training resources, while employers receive support with employee recruitment, candidate referrals, and job postings.

Entities funded through WIOA shall be a partner in their local One-Stop Career Center service delivery system. The system is designed to operate as a network of partners, working to enhance education, training, and employment opportunities for specific populations under the guidance of the One-Stop Operator partnership. All providers funded, in whole or in part, through WIOA shall collaborate with partner agencies to ensure a comprehensive and coordinated approach to service delivery.

The One-Stop Career Center staff are responsible for determining and conveying all participant eligibility requirements to program providers. One-Stop youth counselors work closely with contractors to verify program service delivery and required documentation.

APPLICANT ELIGIBILITY

The Workforce Innovation and Opportunity Act Youth Programs provides funding to organizations that offer services to youth facing barriers to employment and education. Eligible organizations include for-profit organizations, nonprofit organizations with 501(c)(3) status, community-based organizations, educational institutions, and other entities as described by CFR § 684.200.

Applicant Competency – All applicants must demonstrate the requisite technical expertise, knowledge, and skills, as well as strong management and administrative capabilities. They must also possess the professional staff, financial resources, stability, and robust administrative and fiscal systems necessary to effectively perform the work outlined in this RFP.

MISSION

The mission of this RFP is to empower young people in our community by creating accessible, supportive, and youth-centered pathways to education, employment, and long-term success. The goal is

to meet Out-of-School Youth where they are, by providing individualized guidance, caring mentorship, and hands-on opportunities that build confidence and real-world skills. By partnering with local agencies, employers, and the One-Stop Career Center, providers work collectively to remove barriers, connect youth to meaningful career pathways in our region, and ensure every participant feels valued, supported, and capable of achieving their goals.

B. REQUIRED PROGRAM DESIGN

This proposal presents an enhanced and comprehensive approach to delivering Out-of-School Youth (OSY) services under the Workforce Innovation and Opportunity Act (WIOA). The proposed model leverages the existing One-Stop Career Center infrastructure while introducing innovative, targeted strategies to reach underserved and hard-to-serve youth populations.

In alignment with the Workforce Innovation and Opportunity Act and its corresponding performance measures, the local area has defined the youth population that is eligible for services as being an individual who is:

(a) Not attending any school (as defined under State law);
(b) Not younger than age 16 or older than age 24 at time of enrollment; and
(c) One or more of the following:
(1) A school dropout
(2) A youth who is within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter
(3) A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is either basic skills deficient or an English language learner
(4) An offender
(5) A homeless individual, a homeless child or youth, or a runaway
(6) An individual in foster care or who has aged out of the foster care system or who has attained 16 years of age and left foster care for kinship guardianship or adoption, a child eligible for assistance under sec. 477 of the Social Security Act (42 U.S.C. 677), or in an out-of-home placement
(7) An individual who is pregnant or parenting
(8) An individual with a disability
(9) A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment.

Program design encourages collaboration with partner agencies for co-enrollment opportunities while expanding outreach to priority service groups not currently engaged in similar programs. The intent is to provide high-quality, equitable, and accessible youth services aligned with WIOA requirements and local workforce needs.
In accordance with WIOA, each participant will receive an objective assessment evaluating academic levels, skill levels, and service needs. Assessments will consider:

- Basic skills and career readiness
- Prior work experience and employability
- Supportive service needs and developmental needs
- Strengths-based areas of interest and aptitude

Per 20 CFR 681.290, assessment tools must be valid, reliable, and appropriate for the target population. Reasonable accommodations will be provided for youth with disabilities. Formal and informal assessment methods may be used, including approved testing instruments, observation, interviews, and review of prior documentation. Existing assessments completed within the last six months may be accepted.

For measurable skill gain (MSG) purposes, Educational Functioning Level (EFL) progress must be determined using a National Reporting System (NRS) approved pre- and post-assessment.

REQUIRED PROGRAM ACTIVITY

During program enrollment, participants are required to complete the following:

1. Career awareness & exploration (12 hours)
2. Workplace readiness curriculum (20 hours)
3. Academic basic skills (50 hours)
4. A minimum of two (2) workshops featuring guest speakers who are in-demand industry or human resources professionals.
5. Financial literacy education
6. Required minimum hours of work experience (75 hours)
7. At least one measurable skill gain before program exit or contract end

The above-mentioned requirements MUST have documentation submitted for the completion of each activity. Documentation shall include, but is not limited to, workshop sign-in sheets, system generated completion certificates, and learning management system (LMS) reports verifying participant progress. Required program activities 1 and 2 must be completed prior to youth participation in work experience. Credentials must align with the youth's career goals as outlined in their Individual Service Strategy (ISS). Credentials may be earned during participation or within one year after exit. Diplomas count toward credential performance only when participants are employed or enrolled in education/training (including military service) within one year of exit. Participants must achieve placement in employment, training, or postsecondary education within six months of exit, at a minimum of 20 hours per week. Documentation is required.

Scope of Work

The youth program must support a comprehensive, individualized strategy that prepares each participant for successful entry into the workforce and increased engagement within their community. Training and services will focus on career pathways in the region's in-demand industries, including:

- Advanced Manufacturing
- Healthcare
- Hospitality
- Transportation, Logistics & Distribution
- Trades (HVAC, Electrical, Plumbing)

Recruitment is the responsibility of the contracted provider; however, the One-Stop youth counselor may refer eligible participants.

This program adheres to all New Jersey Department of Labor (NJDOL) requirements for timely, accurate, and compliant documentation in the America's One-Stop Operating System (AOSOS). The One-Stop youth counselors enter case records into AOSOS at every required stage of the WIOA service flow to ensure complete, audit-ready documentation.

The final date to enroll a new participant is March 31 of the contract year, ensuring sufficient time for the delivery of required services and achievement of program outcomes. Prior to enrollment, youth must complete all framework services, including eligibility determination, assessment, and development of the Individual Service Strategy (ISS). A youth is not considered an enrolled participant until these framework services have been completed, the first program element has been provided, and all required information is entered into AOSOS.

The One-Stop youth counselor will notify the provider once a youth has completed the framework requirements and is ready to begin services; however, it is the provider's responsibility to inform the One-Stop youth counselor of the participant's actual service start date.

Each participant must be formally enrolled, which requires:

1. Eligibility determination
2. Initial assessment
3. ISS Part I completion
4. Receipt of at least one of the fourteen WIOA program elements

WIOA FOURTEEN PROGRAM ELEMENTS

WIOA mandates that all fourteen program elements be accessible to every enrolled youth; however, participation in each element is not required. Engagement in specific services is determined by the individual needs identified through the assessment process and documented within the Individual Service Strategy (ISS).

Providers must indicate whether each element will be delivered directly or provided through referral to an established partner agency. Documentation of partnerships must be included and reflected in the Required Elements of WIOA Program Chart (Attachment D).

PROGRAM ELEMENTS

1. Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized post-secondary credential.
2. Alternative secondary school services, or dropout recovery services, as appropriate.
3. Paid and unpaid work experiences that have as a component academic and job-related education, which may include:
    i. Summer employment opportunities and other employment opportunities available throughout the school year
    ii. Pre-apprenticeship programs
    iii. Internships and job shadowing
    iv. On-the-job training opportunities

    Examples of paid work experience opportunities are working where the participant has a career interest as developed in the Individual Service Strategy for at least 75 hours and a maximum 150 hours.
4. Occupational skills training, which shall include priority consideration for training programs that lead to recognized credentials aligned with in-demand industry sectors or occupations in the local area involved. These in-demand sectors are Advanced Manufacturing, Healthcare, Hospitality, Transportation, Logistics and Distribution, and the Trades (HVAC, Electrical, Plumbing). Note: this element will be provided once the youth has completed all other required program activity.
5. Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors as appropriate.
6. Supportive services.
7. Adult mentoring for participation and subsequent period, for at least 12 months. The provider will track participation and outcomes until the contract end date, when the youth will be reconnected to Cumberland, Salem, or Cape May County One Stop Services
8. Follow-up services for not less than 12 months after completion of participation. Providers will be expected to conduct follow-up services for 180 days (about 6 months) after exit then reconnect the youth to Cumberland, Salem, or Cape May County One Stop Services to continue follow-up services.
9. Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate.

10. Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or industry cluster.
11. Financial literacy education.
12. Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration activities.
13. Activities that help youth prepare for and transition to postsecondary education and training.
14. Entrepreneurial skills training.

SUPPORTIVE SERVICES

Under WIOA Section 3(59), supportive services are defined as assistance necessary to help an individual participate in authorized program activities. These services may include transportation, childcare, dependent care, housing, and needs-related payments. WIOA CFR 681.570 further expands this definition for youth, noting that supportive services may consist of:

- Referrals to community resources
- Transportation assistance including
    - Bus tickets
    - Uber - Successful bidders must establish an Uber Business account as part of program operations.
- Driver's license attainment or behind-the-wheel courses
- Childcare or dependent care assistance (last resort option)
- Housing assistance
- Referrals to medical services
- Assistance with uniforms, work attire, or work-related tools (including eyeglasses and protective gear)
- Needs-based payments
- Assistance with educational testing and accommodations

Additional details on supportive services can be found at:
https://www.cumberlandcountynj.gov/filestorage/22641/45035/45082/2024-9_WDB-_Supportive_Service_Policy.pdf

PRIORITY OF SERVICE

Service providers must prioritize enrollment of high school dropouts; therefore, no more than fifty percent (50%) of participants may hold a high school diploma or its recognized equivalent.
Services are to be delivered exclusively to eligible youth residing in Cumberland, Salem, or Cape May County.
The Workforce Development Board seeks to award at least one contract in each county, subject to the availability of funds and the responsiveness and quality of proposals received. Awardees shall provide and deliver services in person within the local service area/county.
Indicate on Proposal Title Page (attachment A) the county your organization is proposing to serve.
This RFP is designed to support a minimum enrollment of 20 participants and up to a maximum of 40 participants.

SERVICE DELIVERY

The provider is responsible for:
1. Delivering high-quality, compliant services aligned with WIOA performance measures
2. Providing timely responses to inquiries from the Workforce Development Board and staff.
3. Maintaining consistent communication with the One-Stop youth counselor.
4. Ensuring timely documentation and data integrity.

5. Meeting enrollment, performance, and follow-up requirements.
6. Coordinating with referral partners and maintaining required evidence of collaboration.
7. Ensuring all staff are fully knowledgeable about program requirements and WIOA guidelines or contacting the WDB program monitor for technical assistance.
8. Any online curriculum utilized must supplement, not replace, in-person participation. Except for work experience, youth are expected to complete all program requirements on-site at the location where program activities will occur, as identified on the Proposal Title Page (Attachment A). Contractors are not permitted to provide services virtually. Any virtual delivery of WIOA Youth program services may result in contract termination.
9. Providing participants who do not secure employment by the end of the program referrals to their local One-Stop Career Center to continue training and education.

C. BUDGETARY REQUIREMENTS

FEDERAL FUNDING DISCLOSURE

The services highlighted in this RFP are supported by the New Jersey Department of Labor (NJDOL) with funds from the United States Department of Labor (USDOL) through the Workforce Innovation and Opportunity Act (WIOA) totaling $700,000. 100% of these services are financed through federal funding sources.

The Workforce Development Board has the right to make one award or multiple awards based on proposal responsiveness, programmatic needs, and available funding.

Funds awarded through this RFP shall be administered on a reimbursement basis.

Program Cost Reimbursement - $8,500 per youth budget

The contractor acknowledges that all expenditures under this Agreement must be allowable, allocable, reasonable, and necessary in accordance with the Workforce Innovation and Opportunity Act (WIOA), applicable federal regulations including 2 CFR Part 200 (Uniform Guidance), 20 CFR Parts 681 and 683, New Jersey Department of Labor and Workforce Development (NJDOL) policy, and all applicable state and local requirements.

The contractor will be reimbursed for eligible work experience and program-related costs on a per-youth basis once participants are officially enrolled. Allowable work experience expenditures include wages paid to youth, staff time spent identifying and developing work experience opportunities, staff engagement with employers to support and monitor placements, staff time evaluating the work experience, participant orientation sessions, classroom training or required college- and career-readiness components directly tied to the work experience, employer orientations, and incentive payments directly linked to successful completion of work experience activities.

Reimbursement will be issued for approved work experience costs and other program costs. Work experience costs may include staff wages, staff fringe, youth wages, youth fringe, materials and supplies, staff travel, and achievement payments. Other program costs may include staff wages, staff fringe, facility costs, materials/supplies/printing, and achievement payments.

The total reimbursable cost per youth shall not exceed **$8,500**.

All bidders must request electronic versions of attachments B and C.

Successful bidders are required to provide prompt email notification to the contract manager regarding changes to any item, including personnel, in attachment B or C. Certain revisions may be subject to prior review and approval by the Cumberland Salem Cape May Workforce Development Board.

The Workforce Development Board must be notified of any staffing changes during the contract period. Contractors must provide resumes for any new staff, staff whose roles have changed, or changes in employment status along with a description of their responsibilities as they relate to WIOA Youth program operations and services.

Contractors will be required to provide a copy of an audit report completed by an independent external auditor on an annual basis. The report should cover financial operations, internal controls, and compliance with WIOA and applicable Uniform Guidance (2 CFR 200) requirements.

BUDGET NARRATIVE (ATTACHMENT B)

All bidders must complete Attachment B and provide detailed information on all anticipated expenditures for each line item. Expenditures not expressly itemized in Attachment B may be deemed ineligible for reimbursement. Attachment B shall not be modified.

COST ALLOCATION PLAN (ATTACHMENT C)

All bidders must fully complete Attachment C. Expenditures not expressly itemized in Attachment C may be deemed ineligible for reimbursement. Attachment C shall not be modified.

INDIRECT COSTS

The contractor is authorized to charge indirect costs at a fixed de minimis rate of fifteen percent (15%) of Modified Total Direct Costs (MTDC). This de minimis rate is allowable under 2 CFR 200.414(f) for entities that do not have a negotiated indirect cost rate agreement (NICRA). The MTDC is defined as direct salaries, wages, and fringe benefits for staff, materials and supplies, services such as temporary staffing services, and travel.
Modified Total Direct Costs (MTDC) shall be calculated in accordance with 2 CFR §200.68 and shall include only allowable direct costs consisting of salaries and wages, applicable fringe benefits, travel, supplies, and other direct costs as reflected in budget line items A1, A2, A3, A5, A7, A8, B1, B2, and B6, as approved by the WDB.
Excluded from the MTDC base are equipment, capital expenditures, participant costs, supportive services, tuition remission, rental costs of facilities, scholarships and fellowships, subaward costs in excess of $25,000 per subaward, and all other costs excluded under 2 CFR §200.68, whether or not such costs are otherwise allowable as direct costs.

TRAVEL

All travel expenditures seeking reimbursement for overnight accommodations, air or rail transportation, and/or conference registration must request prior authorization from the Workforce Development Board (WDB) contract manager. A travel request form will be provided to contractors. Reimbursement will not be issued for any travel undertaken without such advance approval.
Travel reimbursement for mileage begins at the service delivery area/county as stated in the proposal and ends at the same location.
Reimbursement for mileage may not exceed 72.5 cents per mile or the applicable federal mileage rate.
Travel and mileage must be allocated separately to program and work experience cost categories.

BUDGETARY CONSIDERATIONS

At least fifty percent ($4,250 per participant) of the overall program budget must be allocated to work experience activities (section A of attachment B). Allowable costs under this category extend beyond wages paid to youth participants and may include staff time spent identifying and developing work experience opportunities, coordinating with employers to ensure a successful placement, and evaluating

the effectiveness of each experience. Additional eligible expenses include participant orientation sessions, classroom instruction or required academic components directly connected to work experience, employer orientations, and incentive payments tied to the successful completion of work experience activities.

Occupational Skills Training expenses are excluded from this budget. These costs will be covered by Workforce Development for youth who have successfully completed all other required program activities.

Incentive payments must be supported by a certificate of completion for each documented skill attainment. Participants are eligible to receive one incentive per skill attainment.

INVOICE GUIDELINES

1. Invoices related to this RFP must be submitted on a monthly basis. Invoices are due by the 3rd of each month. The first invoice will be due September 3rd and must be submitted by every 3rd of the month henceforth.
2. Although WIOA does not mandate accrual accounting, the Workforce Development Board requires it. All invoices submitted for reimbursement must include accruals.
3. The contractor must submit and maintain sufficient documentation on file to substantiate all invoiced costs. Documentation must be available for review by authorized Workforce Development Board (WDB) staff or program monitors. Detailed backup documentation must accompany each invoice submission.
4. Administrative costs must be reported separately from program costs, in alignment with federal cash management policies and procedures.
5. The WDB reserves the right to modify any invoices that are not in compliance with applicable federal, state, and local regulations, or with the policies and procedures outlined in this RFP.
6. Failure to submit timely invoices may result in delayed reimbursement, suspension of payments, or other corrective action as determined by the WDB. Continued non-compliance may further result in contract modification, reduction of awarded funds, or termination of the contract.
7. An invoice template will be provided to successful bidders.
8. A ledger template will be provided to successful bidders.

D. MONITORING & COMPLIANCE

The Cumberland, Salem, and Cape May County Workforce Development Board will monitor all awarded bidders to ensure that program operations and fiscal activities comply with WIOA requirements.

Accurate data is essential to the overall success of the program. The information collected is used to secure program funding and to demonstrate the ongoing need for services. Data validation, reported to the U.S. Department of Labor, requires verifying that documented services align with the data submitted. If reporting errors are significant, the state may lose funding that supports critical services for residents of Cumberland, Salem, and Cape May counties.

WIOA PERFORMANCE INDICATORS

Service providers must be fully informed of the required performance measures established by the U.S. Department of Labor's Employment and Training Administration. These measures will be used to evaluate program effectiveness and contractor performance.

- Employment Rate Q2: The percentage of participants employed during the second quarter after program exit. *For youth participants, this measure also includes those enrolled in education or training during the same quarter.*

- Employment Rate Q4: The percentage of participants employed during the fourth quarter after program exit. *For youth participants, this measure also includes those enrolled in education or training during the fourth quarter after exit.*
- Median Earnings: The median wage earned by participants during the second quarter after exit, based on wages reported for that period.
- Credential Attainment Rate: The percentage of participants who earn a recognized postsecondary credential or secondary diploma during participation or within one year after exit.
- Measurable Skill Gain (MSG): The percentage of participants engaged in an education or training program leading to a postsecondary credential or employment who demonstrate documented progress toward skill attainment.

MARKETING REQUIREMENTS/STEVENS AMENDMENT

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds included in this act, shall clearly state— (1) the percentage of the total costs of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

The following statement is an approved declaration which must be used by grantees on all marketing and advertising materials:

"These services are funded in part by the NJ Department of Labor with funds from the US Department of Labor through the Workforce Innovation and Opportunity Act."

REPORTING REQUIREMENTS

The contractor shall comply with all reporting obligations, including both programmatic and financial reporting. Requirements include, but are not limited to, a monthly youth active-participant count is required and must be submitted by the 3rd calendar day of each month for the prior month.

The WDB reserves the right to modify reporting requirements as deemed necessary to meet program objectives, contingent upon mutual agreement with the contractor.

Contractors must adhere to all established reporting and invoicing requirements and ensure that submissions are accurate, complete, and submitted on time.

RECORD MAINTENANCE AND DOCUMENTATION REQUIREMENTS

The contractor must maintain hard-copy records in accordance with applicable federal, state, and local regulations, and in compliance with all WDB policies and procedures.
The provider shall maintain complete, accurate, and auditable participant and fiscal records in accordance with:

- Workforce Innovation and Opportunity Act (WIOA)
- 20 CFR Part 681 and 683
- 2 CFR Part 200 (Uniform Administrative Requirements)
- Applicable State Workforce Development Board policies
- Local Workforce Development Board (LWDB) policy

1. Participant File Requirements
The provider shall, in accordance with the procedures of the One-Stop youth counselor and the WDB program monitor, maintain a comprehensive file for each enrolled participant that includes, at minimum:

- Eligibility documentation supported by source documentation

- Objective assessment
- Individual Service Strategy (ISS) and updates
- Documentation of all services provided
- Participant sign in sheets with dates and signatures
- Work experience agreements and payroll documentation (if applicable)
- Work experience time sheets
- Supportive services justification and proof of payment
- Credential and measurable skill gain documentation
- Documentation of completion certificates
- Follow-up documentation for twelve (12) months after exit
- Any other documentation as set forth by the Workforce Development Board

Files must be organized, indexed, and maintained in a manner that allows immediate review during monitoring or file review; failure to comply may result in corrective action, contract suspension, or termination.

2. Documentation Standards
All services must be supported by:

- Case notes concurrently entered
- Service start and end dates
- Attendance and participation records
- Financial documentation reconcilable to the general ledger

Self-attestation shall only be permitted where allowable under NJ State policy and must be justified.

3. Record Retention
The provider shall retain all program and fiscal records for a minimum of:
Three (3) years from the date of submission of the final expenditure report
Retention must be extended if:

- Audit findings remain unresolved
- Litigation or claims are pending
- Monitoring issues remain open

4. Monitoring Documentation
The provider agrees to:

- Participate in announced and unannounced monitoring
- Provide immediate access to participant and fiscal files
- Correct deficiencies within timelines established by the LWDB
- Repay disallowed costs if applicable

Failure to maintain required documentation may result in:

- Disallowed costs
- Corrective action
- Contract suspension or termination

5. Fiscal Documentation
Providers must maintain:

- Payroll records stating wages and fringe
- Time and effort certification (if staff are split-funded)
- Staff time sheets (will be provided to successful bidders)
- Cost allocation methodology
- Procurement documentation
- Equipment inventory (if applicable)

All expenditures must be allowable, allocable, reasonable, and necessary under 2 CFR 200.

MANDATORY MEETINGS

1. Youth Services Provider Meeting: Prior to the start of the award cycle, all grantees are required to attend a Youth Services Provider Meeting designed to review and explain Workforce Development Board (WDB) policies and procedures. The meeting will also serve as an opportunity for providers to seek clarification on program requirements prior to implementation. Required attendees include the One-Stop Career Center administrator or supervisor, youth counselor, grantee supervisor, program director, and any staff members who will work directly with the program. Attendance at this meeting is mandatory. Contractors who fail to attend will be considered non-compliant and will forfeit their contract.

2. CSCM Workforce Development Subcommittee Meeting: The provider must designate a staff member to represent the organization at Youth Council and Adult Literacy & Education partner meetings across Cumberland, Salem, and Cape May counties. The contractor is expected to attend all assigned quarterly meetings consistently and provide a report summarizing progress, challenges, and best practices.

3. One-Stop Operator Partners Meetings: The provider or designee is required to attend One-Stop partner meetings, which are held in Cape May, Cumberland, and Salem Counties and are integral to strengthening partnerships among businesses, employers, and service providers.

CORRECTIVE ACTION

The Cumberland, Salem, and Cape May County Workforce Development Board (WDB) retains authority to monitor and evaluate all services delivered under this agreement. If any deficiencies are identified during a review, the WDB will notify the contractor in writing via email and may withhold or disallow payments as appropriate. The WDB will provide technical assistance to support the contractor in resolving identified issues and may conduct follow-up visits to assess corrective actions taken. Should deficiencies continue despite these efforts, the WDB reserves the right to terminate the contract at any time.

E. RESERVATIONS

The Cumberland Salem Cape May Workforce Development Board ("WDB") reserves the right to reject any or all proposals submitted in response to this Request for Proposals (RFP), to waive minor irregularities or informalities, and to award contracts in a manner deemed to be in the best interest of the WDB. The WDB further reserves the right to award multiple contracts for the services described herein.

All contracts awarded under this RFP shall be structured as cost-reimbursement agreement. Payments shall be made incrementally and shall be contingent upon documented program progression and the achievement of specified performance milestones.

The WDB retains the unilateral option to renew the contract for up to three (3) additional one-year terms. Renewal shall be contingent upon meeting level of service, satisfactory outcomes of participants enrolled, prudent fiscal management, program monitoring results, and the availability of sufficient funding.

The award of any contract pursuant to this RFP is expressly contingent upon the receipt of Workforce Innovation and Opportunity Act (WIOA) Youth funding from the New Jersey Department of Labor and Workforce Development.

The contractor shall indemnify, defend, and hold harmless the WDB and its officers, officials, agents, employees, and representatives from and against any and all claims, actions, damages, losses, liabilities, costs, and expenses, including reasonable attorney's fees and defense costs, arising out of or resulting

from the contractor's performance or failure to perform under this Agreement, including the acts or omissions of the contractor's employees, agents, or subcontractors.

The contractor and all personnel engaged in performance under this contract shall comply with all applicable federal, state, and local laws, regulations, and policies, as well as the terms and conditions of this agreement.

This agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.
The contractor and its personnel shall act in the capacity of independent contractors and shall not be considered employees, agents, or servants of the WDB for any purpose.

Either party may terminate, in writing, the contract without cause upon thirty (30) days' written notice, sent by certified mail, return receipt requested, to the other party.

The WDB reserves the right to terminate the contract immediately for cause. "Cause" shall include, but not be limited to, acts or omissions by the contractor that are unlawful, unethical, negligent, or otherwise in violation of the terms and conditions of this agreement.

F. SUBMISSION INSTRUCTIONS

All costs associated with the preparation and submission of a proposal shall be borne solely by the applicant. The Cumberland Salem Cape May Workforce Development Board (WDB) shall not be liable for any pre-contractual expenses incurred by the applicant, including but not limited to costs related to proposal development, submission, interviews, negotiations, or presentations.

Proposals must reflect the applicant's most favorable terms, conditions, and pricing. The submission shall constitute a firm offer for a period specified in the RFP.

Each proposal must provide complete, accurate, and responsive information addressing all requirements set forth in this RFP. The submission of false, incomplete, or misleading information may result in disqualification.
Proposals shall adhere to the following formatting requirements:

- Font size: 12-point
- Acceptable fonts: Times New Roman, Arial, or Calibri
- Double-spaced
- Single-sided printing
- Not stapled, spiral bound, or permanently bound

Failure to comply with formatting requirements may result in the proposal being deemed non-responsive.
The County reserves the right to amend, supplement, clarify, cancel, or reissue this RFP, in whole or in part, at any time, if such action is deemed to be in the best interest of the program.
Acceptance of a proposal does not constitute an award of contract. The County and/or WDB reserves the right to negotiate program design, scope of services, performance measures, and proposed costs prior to contract award. Any award is contingent upon the availability and receipt of Workforce Innovation and Opportunity Act (WIOA) funds.
Any contract entered into between the Contractor and the Cumberland, Salem, Cape May Workforce Development Board shall be subject to and governed by the New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.), as applicable, and all other relevant federal and state statutes and regulations.

Proposal Content Outline

- Proposal Title Page – Attachment A
- Program Budget Worksheet - Attachment B
- Cost Allocation Plan – Attachment C
- WIOA Program Elements Chart – Attachment D
- Program Narratives
- Organizational Chart

PROGRAM NARRATIVE

1. EXECUTIVE SUMMARY - MAXIMUM FOUR (4) PAGES

The Executive Summary should provide a clear and concise overview of your program, including its structure, service approach, goals, and anticipated outcomes. It should explain how the proposed program will support and strengthen the County's broader workforce development system, highlighting the features that make your approach effective, innovative, or particularly well-suited for funding consideration.

Applicants must include a description of their organization's administrative, programmatic, and financial capacity to operate the proposed WIOA Youth Program. If the organization has experience delivering similar services, that experience should be detailed and appropriately documented. Prior program performance data should be included when available. If any portion of requested funds is subcontracted, the qualifications and capacity of each subcontractor must also be thoroughly addressed. The summary must also identify existing or planned partnerships that will support program delivery. Applicants should describe how these collaborative, coordinated, or cooperative relationships will function and specify whether partner-provided services are part of a formal subcontract or contributed through non-WIOA resources.

Provide an organizational chart for the program, along with a list of planned staff positions that will fulfill the roles outlined in this RFP. Include the names (if known) or titles of staff, their responsibilities, resumes, and reporting structure as it relates to WIOA Youth program operations and services.

Finally, applicants must describe the target population to be served, including relevant characteristics such as age ranges, school enrollment status, and any special considerations identified as part of program planning.

2. PROGRAM ELEMENTS – MAXIMUM FOUR (4) PAGES

Applicants must provide a detailed explanation of how their organization will implement and support each of the Program Elements outlined in the WIOA Fourteen Elements section of this document. The description should clearly demonstrate the organization's planned approach, staffing structure, resources, and service delivery strategies for ensuring full compliance with all required elements, as well as the effectiveness and quality of services delivered.

3. RECRUITMENT AND IDENTIFICATION OF ELIGIBLE YOUTH - MAXIMUM THREE (3) PAGES

Describe your organization's approach to recruiting and identifying youth who meet WIOA eligibility requirements. Include how you will collaborate with your local One-Stop office throughout the eligibility determination and certification process.

The One-Stop youth counselor is responsible for conducting initial assessments and completing Part I of the Individual Service Strategy (ISS). After eligibility is confirmed, the counselor will notify the provider that the youth may begin participating in program services. The provider will then work closely with the One-Stop youth counselor to complete and regularly update the remaining portions of the ISS,

ensuring that goals are realistic and aligned with each youth's individual needs and available resources. No services may be provided until youth are formally approved. This process must operate as a coordinated and collaborative effort between the provider and the local One-Stop.
Describe the assessment procedures and ISS process your organization will use to identify each youth's employment barriers and determine the services required to address those barriers. Include details on how supportive service needs will be evaluated and how those services will be delivered and/or funded.

4. ACADEMIC (BASIC SKILLS) ACTIVITIES – MAXIMUM TWO (2) PAGES

All out-of-school youth identified as basic skills deficient in reading and/or math must participate in academic support activities designed to improve literacy and numeracy skills. These academic activities may occur throughout the duration of program participation and are expected to result in an increase of at least one educational functioning level (EFL). Each youth who is determined to be basic skills deficient must receive a minimum of fifty (50) hours of academic instruction, with all related documentation maintained in the participant's case file. Youth must be assessed prior to receiving their first program element and must complete at least one post-test before exit. The same testing instrument must be used for both the initial assessment and post-test, and results must be reported in a grade-level format. CASAS is the approved assessment tool for determining basic skill attainment, and all youth will be CASAS-tested before enrollment. Any alternative assessment tools must be submitted for approval before use.

Describe how your organization will deliver academic activities that address the barriers identified through the ISS process. Include a description of the assessment tool and procedures you will use to determine each youth's educational levels, as well as the curriculum you will implement to support skill development for youth requiring academic services. Specify the expected timeframe for achieving an educational functioning level gain. Additionally, explain any incentive payments that may be provided, along with the criteria youth must meet to receive such incentives.

5. WORKPLACE READINESS ACTIVITIES - MAXIMUM TWO (2) PAGES

Workplace Readiness activities are designed to ensure youth participants develop core competencies in job readiness, job seeking, and job retention skills. Each participant must complete a minimum of twenty (20) hours of Workplace Readiness instruction. These activities must be successfully completed and documented prior to participation in any other work-related services, including but not limited to work experience or job placement.
A workplace readiness curriculum should include instruction in the following areas:

- employability skills, including attitude, communication, planning and organizing, critical thinking, interpersonal and social skills, teamwork, professionalism, and media rules.
- prepares participants for the job search process and includes instruction on job search strategies, résumé development, completing job applications, interview preparation, interviewing techniques, and post-interview follow-up.
- workplace retention and advancement skills, including successfully onboarding in a new position, maintaining positive workplace relationships, and understanding performance reviews.

Documentation verifying successful completion of each instructional area must be generated and maintained in the participant's case file.
If a participant is determined to be basic skills deficient, the participant should be offered additional academic instructional hours. Completion of Workplace Readiness activities remains a prerequisite to participation in any other work-related services, including work experience and/or job placement. Providers must describe the specific curriculum to be used for Workplace Readiness, including the anticipated duration for completion. Providers must also explain how knowledge and skill attainment will be measured and identify the documentation that will be used to demonstrate mastery of Workplace Readiness competencies. If incentive payments are proposed, providers must clearly describe the incentive structure, including the amount, eligibility criteria, and the requirements participants must meet to receive payment.

To meet this requirement, NJ CAN is available to providers at no cost. A license can be requested through the following link https://portal.njcis.intocareers.org/order-form .

6. CAREER AWARENESS AND EXPLORATION ACTIVITIES – MAXIMUM TWO (2) PAGES

Career awareness and exploration activities are designed to help youth develop the knowledge and insight needed to make informed and realistic career decisions. These activities should introduce participants to industries with the highest employment levels and strongest projected growth, providing information on career options, required skills, working conditions, training pathways, and available opportunities across multiple sectors. Providers are expected to incorporate industry experts who can speak directly to youth about career expectations and opportunities.

Career exploration further supports youth in identifying an educational or career pathway that aligns with their interests, abilities, and long-term goals. By the conclusion of these activities, youth should have a clearer understanding of the direction they wish to pursue. Career awareness and exploration must include, but are not limited to, sectors with significant employment presence and anticipated growth in the local area, such as:

- Advanced Manufacturing
- Trade, Transportation, and Utilities
- Healthcare and Social Assistance
- Hospitality
- Logistics and Distribution
- The Trades (HVAC, Electrical, Plumbing)

Each participant must receive a minimum of twelve (12) hours of career awareness and exploration activities, which must be completed prior to engagement in work experience or job placement.

Providers may use resources such as the Workforce GPS Labor Market Information tools to enhance the quality and relevance of these activities.
https://youth.workforcegps.org/resources/2017/01/27/12/41/Services-that-Provide-Labor-Market-Information
Applicants must describe how career planning and exploration services will address the goals and barriers identified in each youth's ISS. They must also outline how youth will be prepared for postsecondary education or occupational training, the documentation that will be used to verify progress toward career planning goals, and any incentive payments offered—including the criteria youth must meet to earn such incentives.

7. WORK EXPERIENCE ACTIVITIES – MAXIMUM TWO (2) PAGES

Work experience provides youth with practical exposure to appropriate workplace behavior and helps them understand the expectations necessary to obtain and maintain employment. It also serves as a bridge to unsubsidized employment and plays a vital role in building a long-term career pathway. As a required WIOA youth program element, work experience may include expenditures beyond participant wages. Allowable costs include staff time spent identifying and developing worksites, coordinating with employers, supporting both the youth and employer throughout the placement, evaluating the experience, conducting participant orientations, delivering related classroom instruction, providing required college and career readiness components, offering employer orientations, and issuing incentive payments tied to completion of work experience activities.

Under WIOA, both paid and unpaid work experiences that combine academic and occupational learning may fall into one or more of the following categories: summer employment opportunities available during the school year, pre-apprenticeship programs, internships and job shadowing, and on-the-job training. Work experience must be provided to every enrolled youth. These activities should allow

participants to apply skills learned in classroom or structured training settings and gain real-world exposure to workplace expectations, while allowing employers to observe the youth's potential. To the extent possible, work experience goals and assignments should align with the youth's identified career interests.

Each youth must complete a minimum of seventy-five (75) hours of work experience. Participants must be compensated at least the NJ State minimum wage rate. Providers can choose between a wage and fringe or stipend model. If a participant is paid directly by the work experience employer, WIOA-funded wages or stipends shall not be provided. All participant hours must be monitored, verified, and documented in accordance with Workforce Development Board requirements. Documentation of all hours, wages or stipends, worksite agreements, and worksite evaluations must be retained in the participant's file. Whenever possible, placement priority should be given to nonprofit worksites. All work experiences must comply with applicable labor standards whenever an employer-employee relationship exists under federal or state law.

Applicants must describe how their proposed work experience activities will address the goals and barriers identified through the ISS process. Responses should explain how the activities will help youth develop the attitudes, knowledge, and skills needed to obtain and advance in employment; the anticipated duration of the work experience in both weeks and total hours; the documentation that will be used to demonstrate attainment of work experience goals; and the methods your organization will use to ensure that at least fifty percent (50%) of program funds are dedicated to work experience activities. Applicants must also describe any wages and/or incentive payments offered, including the requirements youth must meet to receive them, and identify previously developed worksites where applicable.

8. OCCUPATIONAL TRAINING TRANSFER OF SERVICES - MAXIMUM TWO (2) PAGES

The WIOA Out-of-School Youth Program serves as a foundational step for participants as they continue their pathway toward education and long-term employability. Occupational skills training—prioritizing programs that lead to recognized postsecondary credentials aligned with in-demand industries in the local area—may be made available to youth based on the outcomes of the ISS process and upon completion of required program activities. The program is expected to provide career counseling that supports youth in selecting training opportunities aligned with their interests and career goals.
Once a youth has completed all required program components and selected an appropriate training option, they will be referred to the One-Stop Career Center for enrollment into an occupational training program. It should be noted that the cost of occupational training tuition is not included in the program budget and is not funded through the WIOA Out-of-School Youth Program.
Applicants must describe how their organization will counsel and support youth during the transition to the One-Stop for enrollment into occupational training, ensuring continuity of services and alignment with each youth's identified career pathway.

9. PERFORMANCE OUTCOMES – MAXIMUM TWO (2) PAGES

The contractor's performance will be evaluated based on:

(1) the ability to operate required WIOA Youth program elements in a timely, effective, and compliant manner; and
(2) the ability to meet or exceed New Jersey–negotiated WIOA Youth performance measures, as outlined below.

The following percentage-based performance measures are provided for reference and are subject to change based on negotiations with the State of New Jersey.
Placement in Employment, Education, or Training
At least 68 percent of youth participants must be placed in unsubsidized employment, education, or

training averaging a minimum of twenty (20) hours per week, consistent with New Jersey's negotiated performance levels.

Measurable Skill Gains (MSG)

At least 68.5 percent of youth participants who, during a program year, are enrolled in education or training programs that lead to a recognized postsecondary credential or employment, must achieve a measurable skill gain.

The Measurable Skill Gain indicator measures interim progress and is a real-time performance measure, not exit-based. Participants must demonstrate a measurable skill gain during program participation, prior to exit or by the end of the contract period, whichever occurs first.

Documented progress must include one of the following, as applicable to the education or training activity:

1. Documented achievement of at least one educational functioning level for participants receiving instruction below the postsecondary level.

2. Documented attainment of a secondary school diploma or its recognized equivalent.

3. A secondary or postsecondary transcript or report card showing the participant is meeting the State's academic standards through completion of a sufficient number of credit hours.

4. A satisfactory or better progress report toward established milestones (such as completion of On-the-Job Training, one year of apprenticeship, or similar employer- or training-based benchmarks); or

5. Successful passage of an exam required for a specific occupation, or documented progress in attaining technical or occupational skills as evidenced by trade-related or knowledge-based benchmarks.

Credential Attainment

At least 53.7 percent of youth participants must attain a secondary school diploma or a recognized postsecondary credential, in accordance with New Jersey's negotiated performance levels.

A secondary school diploma or its recognized equivalent will count toward this measure only if the participant is also employed or enrolled in an education or training program leading to a recognized postsecondary credential within one (1) year after exit.

A recognized postsecondary credential includes an industry-recognized certificate or certification, a certificate of completion of an apprenticeship, a license recognized by the State or Federal government, or an associate or baccalaureate degree.

Completion of 75 hours of Work Experience

At least 68% of youth enrolled will complete at least 75 hours (and up to 150 hours) of work experience demonstrated with time sheets.

WIOA allows for the braiding of funds. Youth participants 18 years of age or older may be co-enrolled and eligible for Title I Adult training funds, when appropriate and documented.

DEFINITIONS

Need Identification - a youth has been recruited, determined in need of services, certified as eligible, completed an ISS, and is enrolled in a grant funded activity

Workplace Readiness Skill Proficiency - an enrolled youth completes and has shown satisfactory knowledge of essential workplace readiness skills.

Career Planning Skill Proficiency - an enrolled youth completes and has shown satisfactory knowledge and understanding of labor market information, in-demand occupations and employer defined career planning skills.

Work Experience Participation - Placement of an enrolled youth (who has satisfactorily completed grant operated workplace readiness and career planning activities or has otherwise demonstrated competence in the skill areas and who has achieved or is making satisfactory progress toward achieving academic proficiencies) in a work experience activity that provides the youth the opportunity to demonstrate practical application of work responsibilities or occupational skills.
Measurable Skill Gain – youth who, during programming, are in education or training programs that lead to a recognized postsecondary credential or employment and who are achieving measurable skill gain.

Credential Attainment – an enrolled youth who, during participation or within one year after exit, attains a secondary school diploma and/or a recognized postsecondary credential.

Placement in Employment, Training or Education - Placement of an enrolled youth (who has satisfactorily completed grant operated workplace readiness and career planning activities or has otherwise demonstrated competence in the skill areas) in unsubsidized employment or advanced training or education that is at least an average of twenty (20) hours per week.

10. FOLLOW-UP AND RETENTION ACTIVITIES - MAXIMUM ONE (1) PAGE

The Workforce Innovation and Opportunity Act (WIOA) requires the provision of follow-up services upon completion of youth program activities. Follow-up services are intended to support the continued success of the youth and reinforce the outcomes achieved at exit. A minimum of up to one hundred eighty (180) days of follow-up services must be provided to each youth to support successful retention in the placement activity.

If, during the follow-up period, it is determined that the youth requires additional or more intensive services, the youth may be re-enrolled into the program, when appropriate, and resume program participation in accordance with program eligibility and enrollment requirements.

Placement outcomes are considered successful only if the youth remains in the qualifying outcome during the first (1st) quarter after exit.

Placement in unsubsidized employment must consist of employment averaging a minimum of twenty (20) hours per week. Placement in advanced training or education may be allowable at less than an average of twenty (20) hours per week when the reduced hours are due to documented obligations such as part-time employment or extracurricular activities directly related to the training program. Documentation of the qualifying obligation must be submitted along with training placement documentation in order to qualify for the applicable benchmark payment.

Providers must describe how follow-up services will be delivered to verify and monitor participant status in placement outcomes. Follow-up services may include, but are not limited to, mentoring, supportive services, financial literacy education, career exploration, and transition services. Providers must also describe how they will coordinate with One-Stop staff to conduct any additional follow-up activities necessary to support performance reporting and outcome verification.

G. EVALUATION, REVIEW, AND SELECTION

Proposals Subject to Acceptance

All RFP responses shall remain valid and open for acceptance for a period of sixty (60) calendar days from the stated proposal submission deadline. Within this period, the WDB shall either award the contract(s) or reject all proposals.

The WDB may extend the decision period beyond the sixty (60) calendar days. At the WDB's request, proposals from respondents who consent to such an extension may be held for consideration for an additional period as mutually agreed.

Rejection of Proposals

The WDB reserves the right to reject any or all proposals, or to reject any proposal if the evidence submitted by, or investigation of, a respondent fails to demonstrate that the respondent is properly qualified to fulfill the requirements of the RFP and complete the work contemplated herein.
The WDB further reserves the right to waive any minor informalities or irregularities in the proposals received.

Evaluation Process

An evaluation team will review all proposals to determine whether they meet the Proposal Requirements, whether any proposal should be rejected, and to evaluate all responsive proposals in accordance with the Evaluation Criteria.

The highest-ranking respondent(s) for each program will be recommended to the governing body for contract award. The County reserves the right to award a single contract or multiple contracts for the provision of services, whichever is determined to be in the best interest of the County and necessary to ensure the needs of the youth and the requirements of the program are met.

Evaluation Criteria
Respondents may review the evaluation criteria and corresponding maximum point values in the Proposal Evaluation Tool included herein. The order in which the criteria are presented does not indicate relative importance. All criteria will be applied in the evaluation and selection process.

To be considered for funding, a proposal must receive a minimum overall score of seventy (70) points from the review committee. Achieving the minimum score does not guarantee selection for funding.

ATTACHMENT A

Proposal Title Page

Cumberland County Department of Workforce Development
Workforce Innovation and Opportunity Act Out-of-School Youth Programs
Program Year 2026-2027

PROPOSAL TITLE PAGE

Respondent Information_____

Name of Organization:_____

Address: _____

City: _____ State: _____ Zip Code:_____

Contact Person: _____

Title: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Type of Entity:

____State Government
____County Government
____Municipal Government
____Public Education Agency
____Small & Minority Firm
____Other (specify): _____
____Private Education Agency
____Public Non-Profit Organization
____Private Non-Profit Organization
____Private Business
____Women's Business Enterprise

Location of Program (the primary physical site where program activity will occur)

Facility Name: _____

Address:_____

City: _____ State: _____ Zip Code:_____

Phone Number: _____

SUBCONTRACTING

Will any portion of this proposal be subcontracted? ____ YES ____ NO

If YES, provide the following information for each subcontractor:

Name of the Subcontract Entity: _____

Contact Person: _____ Phone Number: _____

Brief Description of Subcontracted Services: _____

_____

Name of the Subcontract Entity: _____

Contact Person: _____ Phone Number: _____

Brief Description of Subcontracted Services:_____

CHARACTERISTICS OF YOUTH TO BE SERVED (CHECK ALL THAT APPLY)

_____ In School Youth _____ Aged 16-21

_____ Out of School Youth _____ Aged 16-24

_____ Other (Identify any other special characteristic(s) that participating youth must possess

_____

PROGRAM SUMMARY

County of Service: _____

Total Number of Youth to be served: _____

Total Contract Budget Request:_____ (must match budget in attachment B)

PROGRAM INFORMATION

Start Date: _____ End Date: _____

Length in Days: _____

Lenth in Weeks: _____

Days of Operation: _____

Hours of Operation: _____ to: _____

Lunch Period: _____ to: _____

AUTHORIZATION OF SUBMISSION

To the best of my knowledge and belief, the information in this proposal is true and correct. I understand that missing documents or pages required in this proposal may disqualify this application. This proposal has been duly authorized by the appropriate board/officials of the applicant agency. If approved for funding, the proposing entity will comply with all standard contract provisions as issued by the Cumberland County Department of Workforce Development.

_____ _____

Signature of Chief Executive Officer Date

ATTACHMENT B

PROGRAM BUDGET WORKSHEET

Respondents who wish to receive an electronic copy of
Attachment B and C may do so by contacting
April Gomez at agomez@ccoel.org
These pages must be printed out and provided in hard copy format and
included in the respondent's proposal submission.

WIOA Youth Program

Budget Worksheet

RFP#:	Provider Name:	
Contract Year: 7/1/2026-6/30/2027	County of Service:	
Type of Youth Program (Check One):	□ Out-of- School	□ In- School
Number to be Served:	Total Contract Amount:	Total Per Youth: $8,500
A. Program Costs		
Cost Reimbursement	**Budget Narrative**	**Budgeted Amount**
1. Staff Wages		$
2. Staff Fringe Benefits (Include fringe rate)		$
3. Occupancy Costs - must be accompanied by cost allocation plan		$
4. Achievement (Incentive) Payments Paid to Youth		$
5. Staff Travel / Mileage		$
6. Supportive Services		$
7. Other (Including materials, supplies and printing)		$
8. Conferences/Training (Includes registration and hotel expenses; all remaining travel costs should be allocated under line item A6.		$

Total Eligible Program Costs Reimbursement		$

B. Work Experience Costs (Minimum 50% of total budget)		
Cost Reimbursement	**Budget Narrative**	**Budgeted Amount**
1. Staff Work Experience Wages		$
2. Staff Fringe Benefits (Include fringe rate)		$
3. Youth Work Experience Wages or Stipends		$
4. Youth Work Experience Fringe Benefits		$
5. Achievement (Incentive) Payments Paid to Youth Related to Work Experience Preparation		$
6. Staff Travel / Mileage		$
7. Supportive Services Related to Work Experience		$
Total Eligible Work Experience Costs Reimbursement		$

C. Indirect Program Costs: Rate is 15% unless organization has a NICRA. A copy of the NICRA must be provided (2 CFR 200.414(f)).

Modified Total Direct Costs (MTDC) shall be calculated as 15% of allowable direct cost line items A1, A2, A3, A5, A7, A8, B1, B2, and B6 only. All other cost categories are excluded from the MTDC base (2 CFR 200.68).

Cost Reimbursement	**Budget Narrative**	**Budgeted Amount**
1. Staff Wages		$
2. Staff Fringe		$

3. Detail other indirect cost expenses		$
Total Eligible Indirect Cost Reimbursement		$
Total Contract Amount:	Not to exceed $8,500 per youth.	$

ATTACHMENT C

Cost Allocation Plan

COST ALLOCATION PLAN
PY 26-27

RFP#: **Provider Name:**

	Total Funding	Percent Charged to Title I Youth Funding	Specify the percentage of the cost category line item that will be allocated to each category. (Program, Work Experience, Indirect)	Narrative
Total Personnel Costs				
Position Title 1 Name:	$	%		
Position Title 2 Name:	$	%		
Position Title 3 Name:	$	%		
please add additional rows for additional position titles				
Total Salaries/Wages[1]	$	%		
Total Fringe Benefits[2]	$	%		Include fringe rate.
For any vacant personnel positions, the contractor is required to inform the WDB and submit new-hire information upon selection.				
Total Non-Personnel Costs				

Facilities (Occupancy Costs)	$	%	100% Program	
Equipment and Materials (Occupancy Costs)	$	%	100% Program	
Information Technology (Occupancy Costs)	$	%	100% Program	
Professional Development (Conferences & Training)	$	%	100% Program	
Program Travel	$	%	100% Program	
Work Experience Travel	$	%	100% Work Experience	
Indirect Costs				
Please list any indirect costs	$	%	100% Indirect	
Grand Total				

1. Include details about the percentage of time and roles responsibilities in budget narrative.

2. Fringe costs include expenses related to FICA, Unemployment Insurance, Health Insurance, Retirement Plans, and Worker's Compensation

NOTE: ANY ITEM PURCHASED COSTING $250.00 OR MORE MUST HAVE PRIOR APPROVAL AND BE LABELED WITH "PROPERTY OF USDOL WIOA OSY YOUTH VIA CSCM WDB RFP# _____". UPON CONTRACT TERMINATION SUCH ITEMS MUST BE RETURNED TO THE CSCM WDB.

ATTACHMENT D
REQUIRED ELEMENTS
OF WIOA YOUTH
PROGRAMS

Administration of WIOA Required Youth Elements

Applicants shall indicate whether each required WIOA Program Element will be provided directly through this contract or provided via referral. For elements provided by referral, applicants must specify the name of the agency responsible for delivering the service and describe the coordination process to ensure participant access and continuity of services.

Program Elements	Indicate Direct Service or Referral Agency Name	Description of Coordination Process
1. Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized post-secondary credential.		
2. Alternative secondary school services, or dropout recovery services, as appropriate.		
3. Paid and unpaid work experience that have as a component academic and occupational education, which may include: (i) Summer employment opportunities and other employment opportunities available throughout the school year. (ii) Pre-apprenticeship programs. (iii) Internships and job shadowing. (iv) On-the-job training opportunities		
4. Occupational skill training, which should include priority consideration for training programs that lead to recognized postsecondary credentials aligned with in demand industry sectors or occupations in the local area involved.		
5. Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate.		
6. Supportive services.		
7. Adult mentoring for the period of participation and a subsequent period, for a total of not less than		

	12 months.		
	8. Follow-up services for not less than 12 months after the completion of participation, as appropriate.		
	9. Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate.		
	10. Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster.		
	11. Financial literacy education.		
	12.Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services.		
	13. Activities that help youth prepare for and transition to postsecondary education and training.		
	14. Entrepreneurial skills training.		

ATTACHMENT E

Proposal Evaluation Tool

Workforce Innovation and Opportunity Act
Out-of-School Youth Programs
RFP#
PROPOSAL EVALUATION TOOL

Applicant Name: _____County of Service:_____

Reviewer Name: _____Date: _____

1. Organizational Capacity & Experience (15 Points)

Criteria	Score
Experience serving OSY population (5 points)	
Administrative, fiscal, and staffing capacity (10 points)	

2. Program Design & Required Elements (25 Points)

Criteria	Score
Clear service delivery model aligned with WIOA (10 points)	
Implementation of required program activities (10 points)	
Plan to provide/coordinate all 14 WIOA Youth Elements (5 points)	

3. Work Experience & Career Pathways (15 Points)

Criteria	Score
Quality and structure of work experience plan (8 points)	
Alignment with in-demand industries & career goals (7 points)	

4. Performance Outcomes (15 Points)

Criteria	Score
Strategy to meet Placement, MSG, and Credential goals (10 points)	
Follow-up and retention plan (5 points)	

5. Budget & Fiscal Responsibility (15 Points)

Criteria	Score
Budget completeness and clarity (5 points)	
Cost reasonableness and allowability - $8,500 per youth (5 points)	
Meets 50% work experience expenditure requirement (5 points)	

6. Recruitment & Partnerships (5 Points)

Criteria	Score
Outreach plan and collaboration with One-Stop & partners (5 points)	

7. Pre-Bid Conference (10 points)

Criteria	Score
Applicant attended pre-bid conference (10 points)	

TOTAL SCORE (Maximum 100 points. Minimum of 70 points to be considered.)
Total Points Awarded: _____ / 100

OVERALL RECOMMENDATION

☐ Recommended

☐ Not Recommended

Indicate Rank (1,2,3): _____of_____

Reviewer's comments on next page.

REVIEWER COMMENTS:

I hereby certify that I have reviewed the conflict-of-interest standards in the Local Government Ethics Laws (40A:9-22.5), and I do not have a conflict of interest with respect to an evaluation of this proposal. I further certify that I am not engaged in any negotiations or arrangements for prospective employment or association with any of those submitting proposals or their parent or subsidiary organization.

Applicant Name: _____County of Service: _____

Reviewer Name: _____Date: _____

Attachment 1 STATE OF NEW JERSEY RIDER FOR PURCHASES FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS (REVISED 11/12/2020)

The provisions set forth in this Rider apply to all contracts funded, in whole or in part, by Federal funds as required by 2 CFR 200.317.

I. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

Pursuant to 2 CFR 200.321, the State must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Accordingly, if subawards are to be made the Contractor shall:

(1) Include qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,

(5) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

II. DOMESTIC PREFERENCE FOR PROCUREMENTS

Pursuant to 2 CFR 200.322, where appropriate, the State has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). If subawards are to be made the Contractor shall include a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

III. PROCUREMENT OF RECOVERED MATERIALS

Where applicable, in the performance of contract, pursuant to 2 CFR 200.323, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

To the extent that the scope of work or specifications in the contract requires the contractor to provide recovered materials the scope of work or specifications are modified to require that as follows.

i i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

i ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

ii iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

IV. EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." See 2 CFR Part 200, Appendix II, para. C.

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action 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 setting forth the provisions of this nondiscrimination clause.

(2) The contractor 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 race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
(4) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may Page 2 of 3 require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

V. DAVIS-BACON ACT, 40 U.S.C. 3141-3148, AS AMENDED

When required by Federal program legislation, all prime construction contracts in excess of $ 2,000 shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week.

VI. COPELAND ANTI_KICK-BACK ACT

Where applicable, the Contractor must comply with Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the OGS centralized contract.
b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
c. Breach. A breach of the clauses above may be grounds for termination of the OGS centralized contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

VII. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 40 U.S.C. 3701-3708

Where applicable, all contracts awarded by the non-Federal entity in excess of $ 100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
(3) Withholding for unpaid wages and liquidated damages. The unauthorized user shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid
wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section. 1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

VIII. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT
If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
IX. CLEAN AIR ACT, 42 U.S.C. 7401-7671Q, AND THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. 1251-1387, AS AMENDED
Where applicable, Contract and subgrants of amounts inexcess of $150,000, must comply with the following:
Clean Air Act
Federal Water Pollution Control Act
1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

X. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)
(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
(3) This certification is a material representation of fact relied upon by the State or authorized user. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State or authorized user, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

XI. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352
Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. Page 3 of 3

XII. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPEMENT

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in *Public Law 115–232*, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.