

County of Mercer

McDade Administration Building, 640 South Broad Street, P.O. Box 8068, Trenton, NJ 08650-0068

COMPETITIVE CONTRACTING

REQUEST FOR PROPOSALS

WIOA OUT-OF-SCHOOL YOUTH PROGRAMS

For The

MERCER COUNTY WORKFORCE DEVELOPMENT BOARD (WDB)

Located the Mercer County WDB
26 Yard Avenue, Building 4, Trenton, NJ 08609

Mailing Address: 640 South Broad Street, PO Box 8068, Trenton NJ 08650-0068

**To Be Received On
May 28, 2024 by 12:00 NOON**



CC WIOA PY 2024-PY 2025

Dan Benson, County Executive

**MERCER COUNTY ONE-STOP CAREER CENTER
COMPETITIVE CONTRACTS RFP FOR WIOA OUT-OF-SCHOOL YOUTH PROGRAMS**

Public Notice in accordance with N.J.S.A. 40A:11-4.1 et seq is hereby given that on, TUESDAY MAY 28, 2024 by 12:00 noon (Prevailing time) Mercer County Workforce Development Board (WDB) will accept competitive contracting proposals for Workforce Innovation and Opportunity Act of 2014 (WIOA) funded Out-of-School Youth Programs. The Mercer WDB is seeking year-round programming for WIOA eligible Out-of-School Youth in Mercer County who have dropped out of high school and do not have a high school diploma or its recognized equivalent. The primary goal of the Out-of-School Youth program is to focus on the preparation and attainment of a State recognized high school equivalency (HSE) credential and to increase literacy levels. The secondary goal of the program is the exploration and development of career pathways for employment through the development of work readiness skills, job search skills, training in life skills, financial literacy and exploring employment options available. At program completion the youth must be fully prepared for immediate placement into an Internship through the Mercer County Youth Career Connection Program (YCC), post-secondary education, employment or On-the-Job Training, a registered Apprenticeship or other vocational or occupational training.

Contract Periods: PY 2024, period of July 1, 2024 through June 30, 2025 & Program Year PY 2025, period of July 1, 2025 through June 30, 2026.

A **Technical Assistance Workshop is scheduled for Thursday May 9th, 2024 at 10:00 a.m.** at the Mercer County One Stop Career Center, 26 Yard Ave. Trenton, NJ Respondents are strongly encouraged to attend. You must R.S.V.P. in advance to Chiara Tramo at (609) 989-6521 or by email at ctramo@mercercounty.org no later than 12:00 p.m. on Wednesday, May 08, 2024.

Competitive Contracts are contingent upon receipt of funding from the NJ Department of Labor (NJ DOL). Renewal of the PY 2024 contract and PY 2025 contract will be contingent on programming need, receipt of funding from NJDOL, and on the provider meeting outlined performance measures, all contractual obligations. Funding for this program is 100% federal funds. Approximate availability of funding:

PY 2024: Approximately \$400,000 period July 1, 2024 through June 30, 2025
PY 2025: Approximately \$400,000 period July 1, 2025 through June 30, 2026

Proposals will be evaluated and ranked utilizing the following criteria; a Pre-Evaluation Review to ensure compliance with all significant RFP requirements, Program Design and Implementation, Previous Performance, Program Administration, and Fiscal and Budget information. Consideration of awards will be given to the proposals most beneficial to the program, with the highest-ranking score, and with price and other factors considered.

RFP Specifications and Proposal forms are available on the Mercer County web site <http://www.mercercounty.org> under the title of Bids & RFP. A Word version of the RFP may be requested by emailing Chiara Tramo ctramo@mercercounty.org

Proposals may be mailed or hand delivered, however, the WDB disclaims any responsibility for proposals received late by regular or express mail. Clearly Identify the outside of the Submission Package with CC WIOA OSY PY 2024-PY 2025 RFP.

- Delivery In person, by Courier, UPS or FedEx: Drop off at the Mercer County WDB, 26 Yard Avenue, Building 4, Trenton NJ 08609;
- Delivery by US Postal Service Mail: Mercer County WDB, 640 South Broad Street, PO Box 8068, Trenton NJ 08650-0068.

Proposals may be rejected if not submitted or received within time, date and place designated and if not accompanied by all required documents. Electronic or faxed copies will not be accepted.

Eligible Organizations must have a minimum of 1-year experience in serving youth with similar barriers. The RFP is open to for-profit, non-profit, community-based and/or faith-based organizations, educational (2-year/4-year), proprietary or post-secondary institutions, labor organizations, and government agencies.

All WIOA programs must have approval from the N.J. Department of Labor, State Training Evaluation Unit and be listed as an New Jersey Eligible Training Provider List at <https://mycareer.nj.gov/training>.

Addenda will be issued on the Mercer County website. It is the sole responsibility of respondents to check the website from now through proposal submission to be knowledgeable of all addenda related to this procurement.

NJ Business Registration: A copy of your New Jersey Business Registration Certificate must be submitted with your proposal. Proposers are required to comply with the requirements of P.L. 1975 C127 and N.J.A.C. 17:27 et seq.

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1. INTRODUCTION

The Mercer Workforce Development Board (WDB) is seeking year-round programming for WIOA eligible Out-of-School Youth in Mercer County who have dropped out of high school and do not have a high school diploma or its recognized equivalent. The primary goal of the Out-of-School Youth program is to focus on the preparation and attainment of a State recognized high school equivalency (HSE) credential and to increase literacy levels. The secondary goal of the program is the exploration and development of career pathways for employment through the development of work readiness skills, job search skills, life skills, financial literacy, work experience, and exploring employment options available. At program completion the youth must be fully prepared for immediate placement into an Internship through the Mercer County Youth Career Connection Program (YCC), post-secondary education, employment or On-the-Job Training, a registered Apprenticeship or other vocational or occupational training.

The contract period will be for Program Years 2024, period of July 1, 2024 through June 30, 2025, and Program Year 2025 for the period of July 1, 2025 through June 30, 2026. The approximate amount available for each year is \$400,000 for (PY 2024) and \$400,000 (PY 2025). Funding for this program is 100% Federal funding. Funding is contingent upon receipt of funding from NJ Department of Labor and upon inclusion in and adoption of the 2024 & 2025 Mercer County Budgets.

ADMINISTRATIVE CONDITIONS AND REQUIREMENTS

The following items express the administrative conditions and requirements of the RFP. They will apply to the RFP process, the subsequent contract, and the program activity. Any proposed change, modification, or exception to these conditions and requirements may be the basis for the Mercer WDB to determine the proposal as non-responsive to the RFP and will be a factor in the determination of an award of contract. The contents of the proposal of the successful Respondent, as accepted by the Mercer WDB, will become part of any contract awarded as a result of this RFP.

SCHEDULE

The following dates have been established as a schedule for the CC WIOA Out-of-School Youth RFP PY 24 & PY 25:

Request for Proposal Release	Monday, April 29, 2024
RFP Technical Assistance Session	Thursday, May 9, 2024 at 10:00am
Proposal Submission and Opening	Tuesday, May 28, 2024 at 12:00 noon
Contract Review Period	Wednesday May 29, 2024 - Friday May 31, 2024
Contract Recommendation & Notification	Monday June 3, 2024 to Friday June 7, 2024
Services Begin	July 1, 2024

PROPOSAL SUBMISSION INFORMATION

Proposal must be submitted no later than **TUESDAY, MAY 28, 2024 by 12:00 noon**. Proposals submitted after this designated date and time will not be accepted and will be disqualified from consideration. The primary copy of the proposal must be marked as "ORIGINAL". All documentation included in the primary proposal must be **signed in Blue Ink** to distinguish it from the copies. Responses delivered before the submission date and time specified 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(s) involved in the proposal submission. After the proposal has been submitted, on the date and time specified above, responses must remain firm for a period of sixty (60) days.

EXPRESS OR US DELIVERY

Proposals may be hand delivered or mailed, however, the County disclaims any responsibility for proposals received late by regular or express mail. All proposals sent by express mail or regular mail service must clearly designate the package with **CC WIOA OSY RFP PY 2024 & 2025** on the outside of the envelope. Proposals received after the designated time and date will be returned unopened (no exceptions).

RFP Specifications and Proposal forms are available for pick-up by calling 609 989-6521 at the Mercer County WDB Office, 26 Yard Ave, Building 4, Trenton, NJ 08609 during office hours of 8:30 a.m. to 4:30 p.m. Monday - Friday, and by download from the Mercer County website <http://www.mercercounty.org> under the title of Bids & RFP and on the WDB page.. Proposal packages may be requested by email in Word format from ctramo@mercercounty.org. The Mercer WDB shall provide access, within reason and at no cost to the Contractor, to all information and forms needed by the Contractor to complete the Request for Proposal.

Please see below for the delivery of proposals

● **Hand-delivered Walk-ins, Courier Service, FedEx, or UPS:** Mercer County Workforce Development Board, 26 Yard Avenue, Building 4, Trenton NJ 08609

● **U.S. Postal Service Mail:** Mercer County Workforce Development Board, 640 South Broad Street, PO Box 8068, Trenton NJ 08650-0068

NOTE: The United States Postal Service does not deliver priority or overnight mail directly to the Mercer WDB's physical address. If a bidder chooses to use the United States Postal Service, it is the bidder's responsibility to ensure that the bid package is delivered by the bid opening date and time. Any bid document received after the deadline established by the WDB will not be accepted, regardless of the method of delivery.

TECHNICAL ASSISTANCE WORKSHOP

A Technical Assistance Workshop is scheduled for THURSDAY MAY 9th, 2024 at 10:00 a.m. at the Mercer County One Stop Career Center (MCOSCC), 26 Yard Ave. Trenton, NJ. Respondents are strongly encouraged to attend. You must R.S.V.P. in advance to Chiara Tramo at (609) 989-6521 or by email at ctramo@mercercounty.org no later than 4:30 p.m. on Wednesday May 8th, 2024 to obtain parking information. Respondents are expected to review the RFP with care prior to attending the Workshop. This will be the **only opportunity** to ask questions about any section of the RFP. Attendance at this Workshop is strongly suggested it is not mandatory. Please submit written questions in advance of the workshop.

Information from the Technical Workshop will be posted on the Mercer County Workforce Development Board (WDB) website <http://www.mercercounty.org/boards-commissions/workforce-development-board-296> . All questions must be submitted no later than ten (10) business days prior to proposal submission date. Answers will be posted at least 7 days prior to the proposal submission date.

USING DEPARTMENT INFORMATION

Using department for **OSY** Programs: Mercer County Workforce Development Board, located at the One-Stop Career Center at 26 Yard Avenue, Trenton NJ 08609.

COUNTY REPRESENTATIVE FOR THIS SOLICITATION

The One-Stop has designated the following person as the representative regarding this RFP. Please direct all questions by email or in writing to:

Virgen Velez, Director
Mercer County Workforce Development Board (WDB)
640 South Broad Street, PO Box 8068
Trenton, NJ 08650-0068
Email: vvelez@mercercounty.org

INTERPRETATIONS AND ADDENDA

Respondents are expected to examine the RFP with care and observe all its requirements. Any questions about the meaning or intent of this RFP, all interpretations and clarifications considered necessary by the organization's representative in response to such comments and questions will be posted on the website, at <http://www.mercercounty.org/boards-commissions/workforce-development-board-296>. Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements or clarifications are without legal effect. It is the **sole responsibility of the respondent** to be knowledgeable of all addenda related to this procurement. Addenda will be issued on the website; therefore, all interested respondents shall check the website from now through the RFP opening.

AGENCY ELIGIBILITY

Any legally established public or private agency or organization, as listed below, that has been in operation for a minimum one (1) year and has demonstrated experience and ability in serving the same or similar populations will be eligible to respond to this RFP. Similar populations refer to customers with the same identified barriers to employment, i.e. basic skills deficient, English language learner, lack of work readiness skill and employment history, etc.

- For-profit, i.e. Sole Proprietorship, Partnership, Corporation and/or Limited Liability Corporations, etc.
- Non-profit, i.e. Community-based and/or Faith-based organizations
- Educational Institution, i.e. 2-year, 4-year, Proprietary, Post-Secondary
- Government Agency, Federal, State, County and/or Municipal
- Labor Organizations

Provide Proof of Registration: All respondents must submit proof of legal status with the Federal Government and/or from the State of New Jersey. Non-profit organizations must possess a 501(c)(3) designation from the Internal Revenue Services and be registered as a charity under the New Jersey Charitable Registration (Chapter 531) and show proof of current registration with the State of New Jersey <http://www.state.nj.us/state/nonprofit.html>.

For-Profit Agencies: For-profit agencies will be considered for funding if their proposals demonstrate superior service provision over non-profit applicants.

2. STATUTORY AND FUNDING REQUIREMENTS

COMPLIANCE WITH LAWS

Any contract entered into between the contractor and the County of Mercer must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law. The contractor must agree to comply with the non-discrimination provisions and all other laws and regulations applicable to the performance of services there under. The Respondent shall sign and acknowledge all forms, assurances, and certificates as are required by this section. **All signatures must be in [blue ink](#) to distinguish the documents as an original.**

1. Stockholder Disclosure: Statement of Corporation Ownership 52:25-24.2. Bidders To Supply Statement Of Ownership Of 10% Interest In Corporation Or Partnership No corporation or partnership shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation or said partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

2. P.L. 2012 Iran Bid or Proposal Prohibited: C.52:32-57 - P.L. 2012, c.25 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran.

3. Americans with Disabilities Act of 1990: Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read Americans with Disabilities language that is part of the document and agree to the provisions of Title II of the Act. The contractor is obliged to comply with the Act and hold the owner harmless.

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

5. & 5-A. Affirmative Action Compliance Notice: No firm will be issued a contract unless it complies with the Affirmative Action requirements of P.L. 1975, C. 127 as identified in the documents attached hereto. Previously contracted providers must submit a [current Certificate of Employee Information Report](#). New Providers: if awarded a contract without a current Certificate of Employee Information Report you must submit proof that a certificate was applied for and include a copy of form AA-302 and the canceled check. A contract cannot be approved without this information.

6. Exhibit A, Mandatory Equal Employment Opportunity Language

7. & 7-A. Indemnification and Certification of Insurance: The contractor must submit proof of Insurance **as required** or the contract **will not be approved**. A Certificate of Insurance must be submitted with all information as requested by the County.

8. & 8-A. Proof of NJ Business Registration P.L. 2009, c.315: Business Registration P.L. 2009, c.315

This reforms Business Registration Certificate (BRC) filing and permits filing prior to award of contracts if not filed with bid. Effective with bids received and contracts awarded after January 18, 2010, this law removes the requirement of the Local Public Contracts Law (N.J.S.A. 40A:11-23.2) that required a bid to be rejected if the bidder failed to include a BRC with the bid, even though it may have been the otherwise lowest responsible bid.

The law now allows the BRC to be filed any time prior to award of the contract and the bidder had to have obtained the BRC prior to receipt of bids. This permits the BRC to be required with a bid, or submitted subsequently. If a BRC is

required in a bid, but not submitted with the bid, it would be an immaterial defect; curable by being filed prior to award of the contract. A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/treasury/revenue or by phone at (609) 292-1730.

9. Excerpts from EEOC Sexual Harassment Guidelines

10. Pay to Play: P.L. 2005, Chapter 271, Section 3 Reporting (N.J.S.A. 19:44A-20.27): As of January, 2007, business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at www.elec.state.nj.us or 888-313-3532.

11. Training Providers Grievance Procedures

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, MCOTES may then, at its option, accept the proposal of another respondent.

AWARD

If awarded a contract, your company/firm shall be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et. seq.

ASSIGN AND TRANSFER OF CONTRACT

Successful bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or any part thereof to anyone without the written consent of the County of Mercer.

TIME OF CONTRACT COMPLETION

It is hereby understood and mutually agreed, by and between the Respondent and the County, that the date on which the service shall be substantially complete as specified in the RFP is an essential condition of the contract. It is further understood and agreed mutually that the service and contract time embraced in the contract shall commence on the date specified and that the contract shall be completed in sequence and time frame identified.

The Contractor agrees to indemnify and hold the County harmless from any liability to subcontractors concerning payment for services performed arising out of the lawful termination of the contract by the County under this provision. In case of default by the contractor, the County may procure the services from other sources and hold the contractor responsible for any excess cost occasioned, thereby.

TERMINATION OF CONTRACT

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

CHALLENGE OF SPECIFICATIONS

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

TRANSITIONAL PERIOD

In the event services are terminated by contract expiration or by voluntary termination by either the Contractor or The County of Mercer, the Contractor shall continue all terms and conditions of said contract for a period not to exceed thirty (30) days at the County's request.

GRIEVANCE AND COMPLAINT PROCEDURES

All Subrecipients who are awarded funding for these programs are subject to the Grievance and Complaint Procedures established by Mercer County. A copy of these procedures is included in the proposal, Attachment 6: Certifications and Assurances 1-11.

PROTEST PROCEDURES

Respondents not agreeing with the final determination of contracts awarded as a result of this procurement procedure have the right to file an appeal with the Mercer WDB. An **informal hearing** between appropriate parties shall then be scheduled. A protester shall exhaust all administrative remedies with the Mercer WDB before pursuing protest at a higher level or **formal resolution process**. Violation of law will be referred to the U.S. Department of Labor, Office of the Inspector General and other appropriate local and State authorities having proper jurisdiction.

Informal Hearing Process: Any respondent who feels their proposal was not given fair and adequate consideration may request to meet with the Director of the Mercer WDB to review why their proposal was not chosen. The director will give an evaluation of the proposal outlining the reasons why their proposal did not meet the threshold to receive funding. The informal hearing must be requested prior to protesting through a formal resolution within ten (10) business days of receipt of a letter of rejection. An informal hearing between appropriate parties shall then be scheduled with a decision drawn no later than 60 calendar days after the date the appeal was filed.

Formal Resolution Process: If the respondent continues to feel dissatisfaction with the results of the informal hearing process they may file a written formal protest through the Open Public Records Act (OPRA). Timeline for addressing the formal protest will be in accordance with county regulations. Information for filing is available through the Mercer County Counsel's Office:

[https://mercercountynj.mycusthelp.com/WEBAPP/_rs/\(S\(d0fje2mpx22nprbigahqzrrm\)\)/SupportHome.aspx](https://mercercountynj.mycusthelp.com/WEBAPP/_rs/(S(d0fje2mpx22nprbigahqzrrm))/SupportHome.aspx)

The County of Mercer reserves the right to:

- a. Reject any or all submitted proposals
- b. Request clarification of any submitted information
- c. Not enter into any contract
- d. Not select any firm
- e. Cancel this process at any time
- f. Cancel any part of this RFP at any time
- g. Amend this process at any time
- h. Interview respondents prior to award
- i. Award more than one contract if it is in the best interest of the agency
- j. Issue similar solicitations in the future
- k. Request additional information from prospective contractors.

DISPUTE RESOLUTION

The provider agrees to attempt to resolve disputes arising from this agreement by administrative process and negotiation in lieu of litigation. The provider ensures continued performance of this agreement while any dispute is pending.

Any dispute arising under this grant or agreement, which is not settled by informal means, shall be decided by NJDOL who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the provider. The provider shall be afforded an opportunity to be heard and to offer evidence in support of its position. Pending the final decision of a dispute the provider shall proceed diligently with the performance under the Agreement. The dispute resolution mechanism described in this section is not exclusive. NJDOL and providers preserve all rights in law and equity to pursue any claims that may arise. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey.

COST LIABILITY AND ADDITIONAL COSTS

The Mercer WDB assumes no responsibility and liability for costs incurred by the Respondent prior to the issuance of an agreement. The liability shall be limited to the terms and conditions of the contract. Respondents will assume responsibility for all costs not stated in the proposals. All hourly rates either stated in the proposal or used as a basis for pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the County of Mercer, for indirect costs, fees, postage, licensing, commissions, taxes, travel, subsistence, report preparation, meetings, administrative tasks, administrative and clerical support, overhead, etc. are not to be billed to the County and will not be paid.

OWNERSHIP OF MATERIAL

The Mercer WDB shall retain all of its rights and interest in and to any and all documents and property, both hard copy and digital furnished by the County of Mercer 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 Mercer WDB at the expiration or termination of the work or completion of any related services, pursuant thereto, whichever comes first. None of such documents and/or property shall, without the written consent of the County of Mercer, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time in the performance of the resulting contract.

Ownership of all data, materials and documentation originated and prepared for the Mercer WDB pursuant to this contract shall belong exclusively to the Mercer WDB. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the County of Mercer 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 County of Mercer.

GENERAL CONSIDERATIONS

Competitive Contracting is a formal procurement process governed by the State of New Jersey's, Local Public Contract Law and Rules. The process utilizes an RFP containing thoroughly developed programmatic specifications and scope of services, criteria for evaluating proposals, and statutorily required language and forms. Responses are ranked by a committee on the RFP criteria. This evaluation uses a detailed methodology leading to a recommendation to the governing body to award a contract based on programming needs with price and other factors considered.

MONITORING & EVALUATION COMPLIANCE

The vendor shall permit Federal, State, Mercer County WDB and Career Services staff and designated agents to have regular, continuing personal contact and communication with customers and subcontractor staff at instructional sites in a manner that minimally disrupts the instructional program(s) at these sites in order to monitor and evaluate compliance with terms outlined in the contract.

PERSONAL IDENTIFIABLE INFORMATION: INTERNAL CONTROL STRUCTURE

All recipients and subrecipients of Federal, State and County funds are required to have an internal control structure in place that provides safeguards to protect Personally Identifiable Information (PII) and other sensitive information of program participants. PII is information that can be used to distinguish or trace an individual's identity; either alone or when combined with other personal or identifying information. Examples include but are not limited to social security numbers, credit card numbers, bank account numbers, birthdates, fingerprints, biometric identification, medical history, financial information and computer passwords, etc. Grantees must keep all data obtained through this grant stored in an area that is physically safe from access from unauthorized individuals at all times. Prior to collecting this data, the participants must sign a release acknowledging the use of PII for grant purposes only.

FUNDING

Initial Funding Period: PY 2024, contract period of July 1, 2024 through June 30, 2025 & PY 2025, July 1, 2025 through June 30, 2026.

Approximate availability of funding: \$400,000 for PY 2024 & \$400,000 for PY 2025

Competitive Contracts are contingent upon receipt of funding from the NJ Department of Labor (NJ DOL). The contract award will be for a two-year period (7/1/24 - 6/30/26) with the option to extend for one- or two-years contingent upon an extension approval by the Mercer County Board of Commissioners.

Program Year 2024: Selection of a Provider will depend upon all of the following:

- Receipt by Mercer WDB of **sufficient funding** from the N.J. Department of Labor
- Program must meet the needs as identified in this RFP with cost and other factors considered.
- Proposals must meet a minimum 70% score to be considered for an award.
- Contract award must be approved by the Mercer County Administration and the Board of Commissioners.

Program Year 2025: Continuation of funding in the second year will be contingent upon all of the following:

- Receipt by Mercer WDB of **sufficient funding** from the N.J. Department of Labor
- No changes to Federal and/or State regulations for Youth programming need.
- The continued need for the program.
- Provider must be on track to:
 - Meeting all performance measure goals
 - Meeting all contractual obligations
 - Meeting contracted levels of service of youth participation

MODIFICATION OF THIS CONTRACT

If a contract is awarded the Mercer WDB reserves the right to modify this contract in order to incorporate any changes in regulations, requirements, policies, or guidelines issued by applicable federal or State funding entities.

BUDGET SEQUESTRATION

All contracts shall include the following language with regard to automatic spending cuts to United States federal government funding:

“The Contract Award is Contingent upon Receiving Requisite Federal Funding Necessary to Complete the Terms of the Contract.”

ESTIMATE OF QUANTITIES: LOCATION AND QUANTITIES

The County of Mercer reserves the right to increase or decrease the quantities as may be deemed reasonably necessary or desirable to complete the work detailed by the contract.

The County reserves the right to decrease or increase the levels of service according to program needs and allocations, and no minimum or maximum is implied or guaranteed. Such increase or decrease will be determined solely upon the Estimate of Quantities, or for RFP purposes, the **Cost per Participant (CPP)** submitted with this proposal and shall in no way violate this contract, nor give cause for liability or damages. The County also reserves the option of awarding multiple contracts based on the evaluation criteria and such contracts shall be awarded at the unit cost per participant for service reflected in the contractor’s proposal.

COST PER PARTICIPANT (CPP) OR UNIT COST

The Unit Cost or Cost per Participant (CPP) once identified will not change. An increase or decrease to program funding will be calculated on this number. Based on programming need the Mercer WDB reserves the right to increase or decrease the amount of the award and levels of service at the cost per participant (CPP) as submitted. If your organization is awarded a contract with a reduced/increased award, immediately submit a revised Budget Narrative, a Line Item Budget, and a Scope of council Program Summary reflecting revised amounts and Levels of Services.

PAYMENT

For contracting purposes this will be a 100% Cost Reimbursement contract. Cost reimbursement is the **maximum amount** that will be paid based on documented proof of payment for **actual costs incurred**. Unexpended funds do not carry forward into the next program year and any unspent monies are retained by Mercer County. Invoices for cost reimbursement should be submitted at monthly intervals within 30-days following services and may not exceed the line item budget stated in the approved contract.

ALLOWABLE WIOA COSTS

WIOA funds are to be used only for the purpose and function as outlined in the resulting contract.

- Funds expended may only support WIOA eligible and certified youth customers.
- Providers **may not use resources from this agreement to support any other youth or programs** operated by the organization.
- Amounts reported on the Line Item budget must be program related, fully documented, supported and justified as outlined in the budget narrative.
- This is a cost reimbursement contract and all costs must include proof of payment for costs incurred.
- If any cost is unusual or estimated, provide documentation to support the estimate.
- Items listed in the budget narrative must appear in the same order as the line item budget.
- Documentation for invoices should be submitted in the same order as the line item budget.
- The budget narrative must include a demonstrated cost basis. The cost basis will show how the Respondent arrived at the estimate provided. In most cases, the cost basis must include a calculation (i.e. 20 notebooks @ \$3.00 = \$60.00).

Allowable Costs for WIOA Programs: The following definitions and information are taken from the Workforce Innovation and Opportunity Act of 2014. They are included to give guidance when assigning proposed costs in program budgets.

- Cost of staff who provide program services directly to participants and, where applicable, the first line supervisors and/or team leaders responsible for those staff.
- Specific costs charged to an overhead or indirect cost pool must include explanation of how they are identified and directly related to the program.
- The cost of goods or services used by or for the benefit of participants either in commercially available packages, tuition fees and entrance fees of an educational institution, books, instructional materials and/or other teaching aid.
- Materials identified and used in providing services to participants.
- Cost of insurance coverage for participants.

- Food is an allowable cost for youth participants in WIOA. It must be on a limited basis and in certain situations, food at a reasonable cost may be provided to youth-serving program participants as a supportive service. Food should be limited, reasonable and necessary purchases that are coordinated, when possible with other community, state, or federal services that provide food for low-income individuals.

Budgets to Include Separate Program and Work Experience Line Items: LWD requires that WIOA Youth programs be divided between Program costs and Work Experience costs. Under 20 CFR 681.600 WIOA regulations “Work Experience” is defined as a planned, structured learning activity that takes place in a workplace setting for a limited period of time. As part of the WIOA youth financial reporting local areas must track program funds spent on paid and unpaid work experiences. NJ LWD guidelines for what can be included in this funding category:

1. Wages paid to youth in work experience
2. Summer employment opportunities
3. Staff time spent identifying potential work experience opportunities
4. Staff time working with employers to develop the work experience
5. Staff time spent working with employers to ensure a successful work experience
6. Staff time spent evaluating the work experience
7. Classroom training or the required academic education component directly related to the work experience
8. Incentive/stipend payments directly tied to the completion of work experience
9. Employability skill/job readiness training to prepare youth for a work experience
10. Work Experience does not include administrative costs, office supplies, equipment, utilities, rent, leveraged costs, or supportive services.

All invoices must be submitted within thirty–days (30) after completion of service for the prior month. Invoices that are submitted with mathematical errors or without supporting appropriate documentation will be returned thereby delaying payment. The final Program Year invoice must be submitted within sixty-days (60) of completion of services. Mercer WDB may withhold all or partial payments if evidence is discovered indicating any of the following:

- Deliverables not complying with project specifications.
- If, after contract approval, a cost for a line item is found unallowable by federal or NJDOL guidelines.
- If invoices submitted are not in agreement with the approved line item budget.
- If invoices submitted do not have required documentation.
- If there are reasonable doubts that the Contract can be completed for the balance as yet unpaid.

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

Office of Management and Budget (OMB) Circular: All Contractors must comply with the federal cost principles as established in the revised OMB Circular; 2 CFR Chapter I, Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule. Circulars establish government wide cost principles, including a requirement that salaries, wages, and other costs charged to this contract must be supported by documentation, personnel records, paid invoices, activity reports, etc. and may be accessed at the following website:

- Federal Office of Management and Budget (OMB) documents: <https://www.whitehouse.gov/omb/information-for-agencies/circulars/> .
- 2) New Jersey Department of the Treasury, Office of Management and Budget documents:
- Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid: http://www.state.nj.us/infobank/circular/cir1508_omb.pdf .
- State Grant Compliance Supplement: <https://www.state.nj.us/treasury/omb/stategrant.shtml> .

Leveraged Costs: If the Respondent has more than one program in operation at the program site, and staff duties include activities from more than one program, then costs should be leveraged across all funding streams to offset the WFNJ program costs for salaries, rent, utilities, office supplies, etc.

Indirect or Administrative Costs: Indirect Costs and/or Administrative Costs, **BOTH IN TOTAL, cannot exceed 10%** for WIOA OSY programs.

These costs **must include documentation on how they are program related**. Should any funds under this agreement be used for the purpose of satisfying any subcontractor pooled costs (i.e., indirect costs or general and administrative), it is the sole responsibility of the grantee to provide documentation substantiating such costs. Mercer WDB and NJDOL will retain the right to question and/or deny all costs charged to this program without sufficient documentation. If you need clarification please refer to the OMB Circular as it relates to your agency.

- **Indirect Cost Allocation Plan:** Costs that have been incurred for organizational common or joint objectives and cannot be readily identified with a particular final cost objective. If identifying funds under the indirect cost category, it is the sole responsibility of the respondent to provide documentation substantiating such costs.

- **Federally Approved Indirect Cost Rate:** If the respondent is using a Federally Approved Indirect Cost Rate include a copy of the approval letter that includes the allowable percentage rate from the federal authority that issued the letter. Briefly detailed in the budget narrative what cost expenditures are included, and how these costs relate to this program.

Property-Equipment: All property purchased with WFNJ funds remains the property of the N.J. Department of Labor and will be returned to Mercer WDB at the end of the contract term. The Contractor is responsible and accountable for all equipment and property purchased with funds under this agreement, including purchases made by any subcontractor receiving payment on behalf of the Contractor. The Contractor shall maintain a current inventory of such property and equipment with a value of \$250.00 or more and the Contractor agrees to provide the same security and safekeeping measures for property paid for under this contract as they would for property owned by the Contractor. The Contractor agrees to impose similar conditions upon any subcontractor engaged to provide services under this contract. The Contractor agrees to impose similar conditions upon any subcontractor engaged to provide services under this contract. Procedures for property records are outlined in the State of New Jersey Treasury Circular 11-19: http://www.nj.gov/infobank/circular/cir1912_omb.pdf.

Travel Reimbursement: The rate of reimbursement for mileage allowed for subgrantees traveling by personal automobile on official business may not exceed the current year IRS Standard Mileage Rate for each year of the contract.

DISALLOWED COSTS

No funds under this contract may be used for purposes other than **WIOA Youth** eligible activities. Funds may not be used to supplement, supplant nor duplicate services or staff funded through other efforts. The following costs are not allowable as per N.J. Department of Labor regulation.

- **Start-Up Costs, Capital Expenditures, Moving Costs, or Renovations:** These costs are not an allowable expense unless the vendor has **prior written approval** from the N.J. Department of Labor. This will apply to the purchase of furniture, filing cabinets, cubicle partitions, carpet cleaning, painting, alarm systems, system updates, window replacement, etc.
- **Salary Bonus or Rewards:** Are not allowable.
- **Regulatory Circulars:** Any costs disallowed under OMB Circular; 2 CFR Chapter I, Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule issued by the Office of management and budget (OMB).

BUDGET MODIFICATIONS

Modifications submitted for approval must be **minimal** and must be deemed reasonable and necessary to achieve the program outcomes. Modifications under 10% are allowed without prior approval, however, justification must be included when submitting appropriate invoices. All budget modifications over 10% of the contract total must have written approval from the WDB Director before implementation. All modifications must be submitted no later than **three (3) months** (March 31th) prior to the end of each program year contract of June 30th.

REPORTING STRUCTURE

The Mercer County One Stop Operator & Career Services Provider is responsible for coordination of the WIOA OSY activities resulting from this RFP. The successful Respondent will work directly with that entity to ensure effective and efficient delivery of services to the OSY population. The Mercer WDB is responsible for contract administration, payment and monitoring.

AOSOS DATA ENTRY

The respondent may be responsible for direct data entry into the America's One Stop Operating System (AOSOS). Details will be discussed at time of contracting.

ANNUAL PERFORMANCE REPORTS

Vendors are expected to submit two performance reports for each program year.

1. Mid-Year Performance Report: This report is designed to ensure the vendor is on track to meeting their performance goals and levels of service. This report will also help the Mercer WDB determine if the provider needs additional assistance in meeting contractual obligations.

The Mid-Year Performance Report is due by January 31st of each program year:

Contract Performance Report: This report will outline the provider's performance on all contractual goals and benchmarks to include:

- Contracted level of service.
- Number of actual certified WIOA youth enrollments.
- Include a list of names for all youth who received program services.
- Number of youths who completed the program with documented measurable skills, outcomes and certifications.
- Common Performance Measures, number of youths who; attained their High School Equivalency credential, (HSE), attained increases to grade level, attained an industry-recognized credential, were placed into employment, or were placed into post-secondary training or apprenticeship programs.
- Entry into the One-Stop Youth Career Connection Program
- Outline of program successes.
- Outline of program challenges.
- Action plan for future improvement

2. Year End Performance and Closeout Report: At the end of each contract year the Provider will be expected to submit a Year End Performance Report. This report will assist the Mercer WDB to determine that all required work of the contract has been met and completed by the Contractor. This report will outline the vendors' performance on all contractual goals and benchmarks

A. Year End Performance Report is due by August 31st of each program year:

- Contracted level of service.
- Number of actual certified WIOA youth enrollments.
- Include a list of names for all youth who received program services.
- Number of youths who completed the program with documented measurable skills, outcomes and certifications.
- Common Performance Measures, number of youths who; attained their High School Equivalency credential, (HSE), attained increases to grade level, attained an industry-recognized credential, were placed into employment, or were placed into post-secondary training or apprenticeship programs.
- Entry into the One-Stop Youth Career Connection Program
- Outline of program successes.
- Outline of program challenges.
- Action plan for future improvement

B. Equipment Report for NJDOL Property: This report is to account for any property or equipment acquired with funds under this contract, or received from the Mercer WDB in accordance with NJDOL regulations and guidelines. This report must list all equipment with a value of \$250+ acquired under this contract for the term of the contract (i.e. computers, laptops, printers, scanners, cameras, etc.). The report must include the amount paid for each and a general description of the present condition of this property. At the end of the contract term, MCOTES in consultation with the NJDOL will decide for any further action. If this list is not submitted with the final grant payment, payment will be withheld until it is received.

C. Final Invoice: This report will include all final fiscal expenses for the program year and include all necessary back-up documentation. **Any awarded funds that remain unspent at the end of each program year will return to the County in accordance with State regulations.** The Contractor will be responsible for any costs found to be disallowed, including those to any provider or subcontractor paid from funds under this contract. The County retains the right to recover any appropriated amount after fully considering the recommendation on disallowed costs resulting from the final audit by the State or County, even if a final audit had not been performed prior to the closeout of the contract.

3. PROPOSAL REQUIREMENTS

QUALIFICATION STATEMENT

The Qualification Statement for this RFP will include Organization Information (pages 1), Attachment A: Scope of Services and Program Summary, the 8-page Written Narrative, with all required Attachments.

The Qualification Statement is to be provided by the Respondent who will serve as the Primary Contractor. This statement shall set forth details of the provider's principal activities as outlined in response to this RFP, the number of personnel and their classifications as it applies to this program, details concerning the provider's program site location and detail of facility and resources, and will include detail for any subcontracted services.

If you have not previously contracted with the Mercer WDB, you must have at minimum 1-year of experience in providing similar services to a similar population, identify prior program experience by listing a minimum of three (3) agencies for which similar contracted programs have been provided utilizing Attachments D and D2 which are include in the RFP package.

KEY PERSONNEL INFORMATION

The Respondent must provide the identity, professional credentials, current resumes and/or job descriptions if staff positions are not filled. Please note that any position filled after contract approval (or vacancies filled during the contract year) must receive the approval of the Career Services Manager and the WDB must be notified. Program related principals and other key program personnel listed under Staff Salaries must include:

- Program Manager: the individual who is responsible for the overall coordination, scheduling, and completion of services, and who will serve as the single point of contact to the County and if applicable to any subcontractors.
- Key Program Staff and additional program related personnel who will provide program services and will be paid through this grant.

THIRD PARTY SUBCONTRACTORS (IF APPLICABLE)

Respondents may engage the services of subcontractors for completion of this program. The organization submitting the proposal will be the lead agency (Primary Contractor) and any administration or costs associated with the subcontractor will be supplied directly by the lead agency. Details of the subcontractors' role and timeline for services must be fully detailed in the Written Narrative. Detail should include, the subcontractor's qualifications, a justification of the need for their services, the nature of the work to be performed, coordination between the Primary/subcontractor's program (i.e., transportation to and from), all costs associated with the program, detail on the facility and location, and a separate Scope of Services Program Summary and line item budget. If the subcontractor is providing a classroom training program they must have program approval and must be currently listed on the Eligible Training Providers List (ETPL).

The Respondents subcontractor(s) must be approved in writing by the County prior to initiating any subcontracted work. If awarded a contract the Respondent will supply a Memorandum of Understanding (MOU) that identifies details of the subcontracted program to include: The Program Manager, information that fully defines the subcontractor's role and program responsibilities, and the expected program goals and outcomes to be attained. The MOU will also define all key staff positions paid through this contract. A separate line item budget of all related program costs will be submitted on the budget pages provided. The Program Manager must be available for scheduled meetings at the Mercer County One-Stop Career Center.

METHOD OF ACCOMPLISHMENT

The RFP response shall contain a Written Narrative description of the proposed approach to the program which will outline the method of accomplishment of services. **Restating of the RFP will be considered an unacceptable response and the proposal will not be evaluated.** This narrative section shall include a listing of the resources identified for use in the program.

PROJECT LEVEL OF EFFORT

The proposal shall include a project level of effort estimate based on, and corresponding to, the Scope of Services provided in this RFP and the Respondent's Method of Accomplishment section. The estimate shall contain a task-oriented schedule, which identifies expected program goals and attainments and the proposed initiation and completion dates.

IMMIGRATION AND NATURALIZATION LAWS AND CRIMINAL BACKGROUND CHECK (Only Applicable for employees who are to work on County property): Vendors must comply with all Immigration and Naturalization Laws as are currently in force on each potential employee to work under this contract on County of Mercer property.

If the County requires a background check, the vendor must contact the New Jersey State Police to perform a Criminal Background Check on each potential employee to work under this contract on County of Mercer property. A copy of the results of the Criminal Background Check must be provided to the County of Mercer, One-Stop Career Center, at least ten (10) days prior to an employee being permitted access to County of Mercer property. The County of Mercer will notify the vendor if a proposed vendor employee will not be permitted to work under this contract within ten (10) work days following receipt of the results. If the County of Mercer does not notify the vendor of such exclusion within ten (10) days the vendor may assign said employee to work under the contract. **If awarded a multi-year contract**, vendors must provide the results of a Criminal Background Check on its employees working under the contract on County of Mercer property **every twelve (12) months**. Please access the following website for Instructions for Obtaining a Criminal History Record: <http://www.njsp.org/criminal-history-records/index.shtml>

4. EVALUATION REQUIREMENTS OF PROPOSALS

EVALUATION REVIEW AND SELECTION PROCESS

An Evaluation Committee will review all proposals based on the evaluation criteria set forth herein. The WDB Director reserves the right to invite other personnel to review the proposals; however, only members of the Evaluation Committee will score the proposals.

All proposals will receive a Pre-Evaluation Review. This review will determine if the proposal satisfies all of the proposal requirements, if all required documents are included, and if substantial compliance with the mandatory requirements outlined in this RFP were met. Proposals that are late, non-compliant, or fail to meet the minimum mandatory requirements will not be evaluated.

Proposals that are timely, compliant and meet the minimum mandatory requirements will be reviewed by the Evaluation Committee in accordance with the Evaluation Criteria provided in the section below. A numerical ranking score will be assigned to each proposal utilizing the weighting methodology outlined in the Written Narrative section of the RFP. Respondents whose proposals are most successful will:

- Present a very clear outline of their program in the Written Narrative.
- Meet the programmatic needs identified in this RFP.
- Include a listing of the resources identified for use in the program.
- Include all documentation requested.
- Have budgets that are fiscally responsible, prudent, reasonable, and allowable.
- Have received high ranking scores based on the evaluation criteria.

Proposals **must meet a minimum 70% score** or they will not be considered for an award. Contract Awards will be made to Respondents with the highest-ranking proposals **and/or** that meet the needs identified in this RFP and whose program is most advantageous to attaining the stated program goals and objectives with price and other factors considered. Recommendations for awarding of contracts will be forwarded from the evaluation committee to the Workforce Development Board and the Mercer County Administration. These selected Respondents will then be recommended by the WDB to the Mercer County Board of County Commissioners for award of contract.

EVALUATION CRITERIA

Outlined below is the point weighting and general criteria used in the evaluation of each proposal.

Pre-Evaluation Review - 0 Points: Inclusion of All Requested Documents

A Pre-Evaluation review will be conducted to ensure compliance with all significant proposal instructions and inclusion of all required documentation, attachments and certifications. **Non-compliance with significant proposal instructions is grounds for disqualification.**

Program Design and Implementation – 60 Points: Knowledge and Professional Competence

Receipt of high-quality service is of maximum importance to the County. Questions must be answered clearly and this section of the written narrative must communicate the Respondent's understanding of the technical skills necessary to provide a successful program. The respondent will incorporate the required WIOA OSY program components and contractual elements as outlined in the RFP into a solid curriculum and a realistic timeline of achievement. The respondent must demonstrate how this will lead to meeting or exceeding the program goals and outcomes.

The respondent must also address **outreach, engagement, and retention** of the individuals and the strategies utilized to maximize program participation to completion. A full description of the program site will include the resources, classroom enrollment capacity, hours of instruction, equipment available for program utilization, etc.

If subcontractors are engaged for any portion of this program; the Respondent must provide full details on their facility, on the nature of work to be performed, and how their portion of the program will be incorporated.

Previous Experience – 15 Points: Demonstrated Performance Accountability

To be eligible for funding the Respondent must have a minimum 1-year experience in serving the WIOA OSY population or an OSY population providing similar programming. Similar populations refer to customers with the same challenges to employment, i.e. basic skills deficient, high school dropouts, English language learner, lack of employment experience, etc. This section must include a description of previously contracted programs with specific statistics detailing the contractual goals and performance outcomes. Data from previous contracts with the Mercer WDB will be compared to internal program data. If levels of service or performance criteria were not met the Respondent will be expected to provide an honest self-evaluation of program performance to explain the challenges met while demonstrating an understanding of the improvements that could be made to ensure more successful outcomes. Respondents with no previous WDB contracting experience must submit a list of Referrals with contact information (Attachment D2).

Program Administration – 10 Points: Experience and Personnel Qualification

Respondents are asked to identify Program Manager and all key program personnel, by name and title, responsibilities, prior program experience and qualifications. Resumes must be current. If the position is not yet filled a current job description with outlined responsibilities should be included. Respondents must address the organization's internal program monitoring to ensure programmatic and contractual integrity and the safekeeping of the participant's personal identifiable information. If subcontractors are used include the same detail to ensure programmatic integrity.

Fiscal and Budget – 15 Points: Effective and Efficient Use of Public Funds

The Respondent must briefly outline the fiscal officer's qualifications. All program costs must be explained and detailed to represent an effective and efficient use of public funds. Evaluators will give competitive preference to proposals with budgets that are well constructed and that implement cost-effective approaches to the development and delivery of program services. Budgets should exhibit program costs that are prudent, reasonable, and meet allowable cost guidelines. The Respondent must demonstrate effective coordination and integration of proposed Mercer County funding with the organization's existing resources (leveraged costs). If subcontractors are used, provide detail on the portion of the budget allotted to them.

Minimum Funding Section: In New Jersey competitive contracts are not allowed to be negotiated. Many respondents submit proposals in amounts that are unrealistic, and/or above the threshold of WDB funding resources, and/or would not allow for the WDB to fund other programs as needed. The minimum funding category evaluation is based on whether **funding can be reduced without compromising the integrity of the program as presented. Any contract awarded at a reduced amount must include ALL services, program components and elements as outlined in this proposal.** Any increase/reduction to the program will be based on the submitted Cost per Participant (CPP).

NOTE: If you cannot operate the program without the full amount requested, so state, but realize this may disqualify your program from consideration. Proposals that exceed the approximated amount offered for this RFP will not be considered for evaluation.

NOTICE OF AWARD

Successful Respondents will be notified of a competitive contract award by the WDB Director after all proposals have been evaluated and discussed with the Workforce Development Board (WDB) and the Mercer County Administration. All contracts are contingent on approval by the Mercer County Board of County Commissioners.

PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE

RFP responses shall remain open for a period of sixty (60) calendar days from the stated submittal date. The County will either award the Contract within the applicable time period or reject all proposals. The County may extend the decision to award or reject all proposals beyond the sixty (60) calendar days when the proposals of any Respondents who has signed the consent form (Attachment 1) thereto may, at the request of the County, be held for consideration for such a longer period as may be agreed.

PY 2024 + PY 2025

WIOA OUT-OF-SCHOOL YOUTH PROGRAMS

RFP PROPOSAL PACKAGE

Include with this proposal one (1) flash drive with all Program documentation
Documents must be in **Word Format**
As follows:

1. Attachment A
2. Written Narrative
3. Curriculum
4. Timeline of Services

5. PROPOSAL INSTRUCTIONS

A. Proposal Submission: TUESDAY MAY 28, by 12:00 noon.

B. Identify Proposal: Clearly identify the RFP proposal package with the title, CC WIOA OSY PY 2024+PY 2025 RFP and the name of the responding firm.

C. Header or Footer Information: Include the Organization Name and funding source WIOA OSY PY 2024 & PY 2025 in the header or footer of each page on the written narrative and accompanying program documentation.

D. Three (3) Original Proposals

Binding and Submission Requirements:

- **Submit three (3) Original RFP Proposal, clipped, no staples.**
- All Signatures on the Original proposal must be in blue ink to distinguish from the copies.
- Submit one (1) Flash drive with all program information in **Word format**, PDF documents will not be accepted
- Organization Information, page 1
- Attachment A: Scope of Services and Program Summary
- Qualification Statement Written Narrative not to exceed **8 pages**
- Attachment B: Outline of Curriculum no more than 2-3 pages
- Attachment C: Participant Timeline and Flow Chart
- Attachment D: Statistical Data
- Attachment D2: References **only** for Providers who have not previously contracted with the One-Stop
- Attachment E: All Budget Forms
- Attachment F: Staff Resumes (current) or Job Description no more than 1 page each
- Attachment 1: Exceptions-Award-Addendum
- Attachment 2: Government Classification & ETPL Status
- Attachment 3: Board Members, Management, Owners
- Attachment 4: Organizational Chart
- Attachment 5: One (1) **Complete** (Fiscal or Calendar) Year Ending 2022-- Audit or Financial Statement Include one (1) complete Audit or Financial Statement for program year ending **2022**.
- Attachment 6: Assurances and Certification 1-11

E. Three (3) Copies of Proposal

Binding and Submission Requirements: Assemble in the same order as the Original

- Submit three (3) copies **stapled** not clipped.
- Organization Information, page 1
- Attachment A: Scope of Services and Program Summary
- Qualification Statement Written Narrative not to exceed 8 pages
- Attachment B: Outline of Curriculum no more than 2-3 pages
- Attachment C: Participant Timeline and Flow Chart
- Attachment D: Statistical Data
- Attachment D2: References **only** for Providers who have not previously contracted with the One-Stop
- Attachment E: All Budget Forms
- Attachment F: Staff Resumes (current) or Job Description no more than 1 page each
- **Do not** include Attachments 1-4
- **Do not** include Attachment 5: Audit or Financial Statement
- **Do not** include Attachment 6: County Assurances and Certifications 1-11

F. Written Narrative: Specifications for written narrative should be submitted as follows:

- Number of Pages: maximum eight (8) pages, attachments are not included in count.
- Font: Arial
- Font Size: no smaller than 10
- Spacing: single
- Margins: .55" to 1-inch margins
- Pagination: Written Narrative pages must be numbered

G. PROPOSAL CHECK LIST

1. Three (3) ORIGINAL PROPOSAL (CLIPPED)

Assemble the Original Proposal in the following order

- One (1) Flash Drive with all RFP Narrative submitted only in Word format (**No PDF files**)
- Organization Information, page 1
- Attachment A: Scope of Services and Program Summary
- Qualification Statement Written Narrative not to exceed **8 pages**
- Attachment B: Outline of Curriculum no more than 2-3 pages
- Attachment C: Participant Timeline and Flow Chart
- Attachment D: Statistical Data
- Attachment D2: References **only** for Providers who have not previously contracted with the One-Stop
- Attachment E: All Budget Forms
- Budget Narrative
- Budget Leveraged Costs
- Budget Line Item Budget
- Budget Staff & Fringe Benefits
- Attachment F: Staff Resumes (current) or Job Description no more than 1 page each
- Attachment 1: Exceptions, 60 Day Agreement and Receipt of Addenda -**SIGNED**
- Attachment 2: Government Classification and ETPL Status
- Attachment 3 List of Board Members, Principals, and/or Owners
- Attachment 4: Organization Chart(s)
- Attachment 5: One (1) Complete (Fiscal or Calendar) Year Ending 2022 - Audit or Financial Statement
- Attachment 6: Assurances and Certification 1-11

2. COUNTY ASSURANCES AND CERTIFICATIONS: three (3) sets, will include 1–11 as listed below:

- Statement of Ownership/Stockholder Disclosure
- P.L. 2012 Iran Bid or Proposal Prohibited
- Americans with Disabilities Act of 1990
- Non-Collusion Affidavit with Notary Stamp
- Affirmative Action Compliance Notice
- 5-A. One (1) of 3 choices, 1) Federal Letter, 2) CEIR, or 3) AA-302 with canceled check
- Exhibit A
- Certification of Insurance Coverage
- 7-A. Certificate of Insurance as outlined
- Certification of N.J. Business Registration
- Excerpts from EEOC Sexual Harassment Guidelines
- Pay to Play
- Training Provider Grievance Procedures

3. Three (3) COPIES OF PROPOSAL (STAPLED)

- Organization Information, page 1
- Attachment A: Scope of Services and Program Summary
- Qualification Statement Written Narrative
- Attachment B: Outline of Curriculum
- Attachment C: Participant Timeline and Flow Chart
- Attachment D: Statistical Data
- Attachment D2: References **only** for Providers who have not previously contracted with the One-Stop
- Attachment E: All Budget Forms
- Budget Narrative
- Budget Leveraged Costs
- Budget Line Item Budget
- Budget Staff & Fringe Benefits
- Attachment F: Staff Resumes (current) or Job Description no more than 1 page each

6. SCOPE OF SERVICES: WIOA YOUTH PROGRAM SPECIFICATIONS

BACKGROUND

The United States Departments of Labor (DOL) and Education (ED) finalized the regulations of the Workforce Innovation and Opportunity Act of 2014 (WIOA), Public Law 113-128. Through these regulations the Departments propose to implement job training system reforms and strengthen the nation's workforce development system to put Americans back to work and make the United States more competitive in the 21st Century. This joint proposed rule provides guidance for State and local workforce development systems to increase the skill and credential attainment, employment, retention, and earnings of participants, especially those with significant barriers to employment, thereby improving the quality of the workforce, reducing welfare dependency, and enhancing the productivity and competitiveness of the nation.

Any subrecipient who enters into a competitive contract with Mercer WDB must agree to be flexible and incorporate ANY new changes to the WIOA requirements through federal or State legislation, regulations, guidance or requirements as necessary. Mercer County anticipates any changes to programing will be minor however if significant changes are made they will be incorporated by amending or modifying the current contract by Resolution.

INTRODUCTION

The purpose of this RFP is to solicit proposals that will provide for the attainment of a High School Equivalency Credential and the work readiness skills necessary to prepare out-of-school youth (OSY) and young adults in Mercer County for meaningful employment. The Mercer WDB, in concert with the Youth Investment Council (YIC), and the Mercer County Career Services Provider and One Stop Operator are committed to building a system of high-quality services which will provide needed education and opportunities to enhance future overall employment prospects for the youth of Mercer County. Program should incorporate career exploration and guidance, continued support for educational attainment, opportunities for skills training for in-demand industries and occupations, culminating with either an internship or employment, enrollment in postsecondary education, or an occupational-vocational training program or registered apprenticeship.

INTENT AND PURPOSE

The youth targeted for this RFP have many barriers to education and employment and will require individualized and intensive long-term services to improve job and career options that will support the development of strong regional economies.

All programs should be designed to help the youth succeed as adults and to meet the needs of employers and businesses through inclusion of the following:

- Preparation, testing and attainment of a High School Equivalency (HSE) Credential for youth with a minimum 9.0 Reading & Math levels at entry.
- Attainment of an increase of three (3) Educational Functioning Levels (EFL) for youth with less than 9.0 Reading and math levels at entry.
- Attainment of life skills required for success on the job.
- Attainment and training in the work readiness skills and attitudes necessary for successful employment.
- Attainment of job search skills in preparation for seeking and attaining employment.
- Introduction to current Labor Demand Occupations as well as career ladder options.
- Attainment of financial literacy to include developing the knowledge and practices for the responsible attitudes necessary to manage income.
- Development of leadership skills through group and community activities. Individualized case management throughout the program.
- Provision of internships/work experience opportunities
- Provision of mentoring opportunities for character growth and development.
- Knowledge of community services and programs available when necessary.
- Orientation to program services
- Career exploration & Career counseling
- Occupational training programs
- Referral to other appropriate services for OSY, i.e. Youth Corps, Job Corps, YouthBuild
- Preparation for Summer employment opportunities
- Follow-up Services
- Occupational or apprenticeship training programs
- Assistance in obtaining documents i.e. birth certificates, State-issued ID's, SS cards, etc.
- Facilitate obtaining of driver's license i.e. written test preparation, facilitating the provision of driving instruction
- Use of peer recruitment strategies

TARGET YOUTH POPULATION

This RFP funding is targeted to Out-of-School WIOA eligible youth who reside in Mercer County, who are high school dropouts without a high school diploma between the ages of 16-24, and who are unemployed or underemployed and have a need to define their career pathway. All youth must meet the eligibility requirements prior to program participation and must be deemed in need of the services to complete their education and in obtaining and retaining employment. When developing program services, the specified ages and maturity levels of youth must be taken into consideration if performance goals are to be met.

WIOA OUT-OF-SCHOOL YOUTH DEFINITION & ELIGIBILITY

An Out-of-School (OSY) Youth is an individual who is:

1. Not attending any school as defined under State law.
2. Not younger than age 16 or older than 24 at time of enrollment. If the youth was 24 at the time of certification of eligibility for participation the youth may continue to receive services beyond the age of 24.

Eligibility includes one or more of the following:

1. High School Dropout is a youth who is no longer attending any school and has not received a Secondary School Diploma or its recognized equivalent.
2. Youth who is within the age of compulsory school attendance but has not attended for at least the most recent complete school year calendar quarter based on how a local school district defines its school year quarters.
3. Youth who is a recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and/or either basic skills deficient or an English language learner.
4. Youth who is and/or has been subject to the juvenile or adult justice system
5. Youth who is homeless or a runaway
6. Youth 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 section 477 of the Social Security Act, or is in an out-of-home placement. A youth who has aged out of the foster care system at any time and is not over 24 years is eligible
7. Youth who is pregnant or parenting
8. Youth with a disability
9. Youth who is low-income who requires additional assistance to enter or complete an educational program or to secure or hold employment as defined in WIOA Sections 3(36) and 129(a)(2).

NOTE: Males who are 18-24 years of age must present proof of Selective Service registration. If a male turn 18 while in your program, you must ensure that they comply with Selective Service registration.

CLARIFICATION OF ELIGIBILITY TERMS

- **For Purposes of This RFP:** Only youth who **have not** received a High School Diploma or its equivalent will be eligible to participate.
- **Lower Living Standard Income Level (LLSIL):** Economic disadvantage is based on a maximum of the 70% current lower living standard (LLSI) guidelines: https://wdr.doleta.gov/directives/attach/TEGL/TEGL_12-15.pdf. As per the WIOA regulations found in 20 CFR 681:260 under the definition of "high poverty areas" the One-Stop youth program services will utilize the 2010 U.S. Census Tract statistics to define "high poverty areas" in Mercer County. If the standard definition changes we will revise our directives accordingly.
- **School Dropout:** Defined as a youth who is no longer attending any school and who has **not received a secondary school diploma** (i.e. high school diploma) or its recognized equivalent (i.e. high school equivalency (HSE) at the time of WIOA eligibility certification and registration. It does not include individuals who have dropped out of postsecondary education.
- **OSY at Certification:** A youth who is an OSY at the time of WIOA eligibility certification and is subsequently placed in an alternative school is still considered an OSY.
- **Attending an Alternative school:** (i.e. Daylight/Twilight) A youth attending any school at the time of registration is not an OSY.

ELIGIBILITY CERTIFICATION OF YOUTH

Providers are responsible for the outreach and recruitment to attract the youth for program participation. The provider is also responsible for assisting the youth gather all necessary documentation for the certification process. The Mercer County Career Services Provider staff will review all documentation for the certification and make the eligibility determination. All youth must be certified as eligible by prior to enrollment in the program and prior to the expenditure of any program funds.

When designing OSY programs please note:

- WIOA funding is **only allowable to pay for youth who are certified and identified as eligible**.
- Do not include requests for payment for any services that directly or indirectly serve any ineligible and/or uncertified youth.

WDB EXPECTATIONS

Respondents who are awarded a contract will be expected to provide all programming as outlined in the proposal incorporating all of the program components, WIOA Common Performance Measures, and identified WIOA Program Elements. If a respondent is offered a contract award at less than the requested amount WDB will expect the respondent to confirm acceptance of the award **only** if all services outlined in the RFP can be provided at the proposed amount without compromising the integrity of the program.

Meeting Mercer WDB Program Goals & Accountability: All providers are expected to meet or exceed the Outcomes and Goals outlined in this RFP.

Enrollment Deadlines: Mercer WDB will expect the provider to begin each program year on July 1st and to have:

- All youth certified prior to enrollment in the program.
- Offer an open enrollment for youth acceptance into the program on a monthly basis.
- Any youth who is still working toward finalizing the attainment of the HSE at program year end may, after consultation with the Mercer Career Services Provider, be allowed to continue into the second year of the program.

NOTE: The inability of providers to achieve the required enrollment levels specified in the awarded contract **may result in early contract termination**.

Documentation of Job Readiness Skills Assessments: Mercer WDB will expect the provider to be responsible for documenting the job readiness skill attainments through **pre-program and post-program testing**. If requested the provider will submit an example of this documentation.

At Completion of Provider Program: Mercer WDB expects that at program completion all youth will be thoroughly prepared to immediately begin interviewing for placement into an internship, OJT, or employment, or for immediate entry into post-secondary education or occupational training.

Program Site of Staff Changes During Contracted Program: Mercer WDB requires the provider to keep the WDB and the Career Services Provider informed of program site changes and/or of any staff changes throughout the term of the contract. If the provider is moving to a new site they will be required to fill out a budget form provided by the WDB fiscal office to explain any changes to any line items. For staff changes the provider must submit to the WDB and Career Services Provider an explanation for the change in staff along with an updated resume. The new staff person's resume and qualifications should mirror the job description submitted with this RFP.

Control Systems in Place: Mercer WDB expects providers to follow the WIOA requirements and have a control system in place to protect and safeguard all participants Protected Personal Identifiable Information (Protected PII) and other sensitive information. Protected PII means an individual's first name or first initial and last name in combination with any one or more types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts, biometrics (finger prints, eye scans, etc.). This does not include PII that is required by law to be disclosed.

PROVIDER RESPONSIBILITIES

Providers who are selected must adhere to WIOA regulations and requirements as outlined in this RFP. Providers who do not agree to assist MCOTES meeting the outlined performance measures could receive poor performance reviews that may affect future contracting.

Outreach and Recruitment: Provider will be expected to perform the outreach necessary to recruit youth to their program and to meet their contracted levels of service (LOS).

Development of an Individual Service Strategy (ISS) Plan: The provider ensures that each individual youth receives a comprehensive assessment of their knowledge and skills that will result in an Individual Service Strategy (ISS) Plan. This ISSP will be the guide that will give the youth direction for the preparation and acquisition of skills for program, career path goals, and personal goals.

Performance Goals: Providers will be expected to meet or surpass program performance goals and post-term requirements. WIOA performance goals may be subject to change during the contract year if there are changes to WIOA regulations.

Documented Progress: The Provider is expected to document the youth progress throughout the program reporting period, not just at the end of the training program. This documentation must be in the youths file and available for program staff and/or program monitoring if requested.

Youth Folders: Files for each youth participant must include documentation of their progress during the contract period and files must be complete at the end of program year. These files should be updated on a regular basis and made available to Mercer County Career Services Provider staff and/or WDB, State, and/or Federal monitoring visits. Youth Files must contain all required documentation supporting case management, HSE attainment, and/or testing indicating academic improvement, any work readiness or life skills attainments, and copies of One-Stop report information. Provider files that are not complete at the end of each program year will receive poor performance reviews that will affect future contracting. Documentation for the youth files are outlined and explained in the Contracting Invoice Packet that will be given to all providers after contract approval.

SIX PRIMARY INDICATORS OF PERFORMANCE

WIOA Section 116(b)(2)(A)(ii) provides six indicators for performance measurement for WIOA youth programs. Indicators will be effective during PY 2024 + PY 2025 which covers the time period of July 1, 2024 to June 30, 2026. There is a 12-month follow-up period after each Program Year and will cover the outcomes achieved in the 2nd and 4th quarter after exit. Youth who start between these dates will be counted in the PY 2024 and PY 2025 measures.

Expected Outcomes and Statutory Performance Measures for Out-of-School Youth:

All Contracted Vendors will be expected to meet or exceed these federal performance measures:

- Youth Placement in Employment or Post-Secondary Education: **70%**
- Youth Attainment of a high school equivalent credential (HSE): **55%**
- Youth Attainment of Skill Gains: **60%**

Providers who enter into a competitive contract with Mercer WDB must agree to incorporate ANY and all federal or State changes to WIOA requirements by conforming to new legislation and regulations to assist Mercer WDB in meeting the required performance measures. Achievement objectives in each youth's Individual Service Strategy Plan (ISS) are to be linked to one or more indicators of performance under Sec. 116 (b)(2)(A)(ii) of WIOA. The relevant performance indicators for this youth program are the following:

1. Title I Youth Education and Employment Rate 2nd Quarter after Exit: Percentage of participants who are in post-secondary education, advanced training or occupational skills training activities, or in unsubsidized employment, during the **second quarter** after exit from the program. For PY 23 goal was 62.4%.

2. Title I Youth Education and Employment Rate 4th Quarter after Exit: Percentage of participants in education or training activities, or in unsubsidized employment, during the **fourth quarter** after exit from the program. For PY 23 the goal was 59.2%.

3. Median Earnings 2nd Quarter after Exit: Median earning of participants who are in unsubsidized employment during the **second quarter** after exit from the program.

4. Credential Attainment: The percentage of participants who obtained a recognized post-secondary credential or a secondary school diploma, or its recognized equivalent, during participation or up to one (1) year after their exit. A participant who has obtained a secondary school diploma or its recognized equivalent is **only included in this measure if the participant is also employed or is enrolled in an education or training program leading to a recognized post-secondary credential within 1-year from program exit**. For PY 23 the goal was 53.7%.

5. Measurable Skill Gains: The percentage of participants who during a program year, are in an education or training program that leads to a recognized post-secondary credential or employment and who are achieving measurable skill gains, defined as documented academic, technical, occupational or other forms of progress towards such a credential or employment. For PY 23 the goal was 58%.

OUT-OF-SCHOOL YOUTH PROGRAM PY 2024 & PY 2025

PROGRAM FUNDING

- Approximately **\$400,000.00** will be available for distribution.
- MCOTES does not recommend that any one provider submit for the entire amount of WIOA OSY funding.
- If the amount of funding offered is reduced/increased from the amount proposed the greater or lesser awards will be determined by the level of service (LOS) number multiplied by the submitted cost per participant (CPP).
- We will expect the respondent to accept the reduced/increased award **only if they can ensure that the integrity of the program as presented will not be compromised.**

PROGRAM DESIGN AND ALLOWABLE ACTIVITIES

The program should be designed to assist disengaged youth without a high school diploma by equipping them with the tools necessary to achieve success in their school, home, work, and social environments leading to self-sufficiency. The program must have a clearly defined sequence for services offered through clearly defined timeframes.

MCOTES is requesting that providers design their program to complement the One-Stop's Youth Career Connection (YCC) Program for placement into occupational training and/or a work experience component after completion. Throughout the program the provider and the youth will work toward identifying a career preference and a pathway to achievement, and toward developing their strengths and skills attainments.

1. **Primary Program Goal:** The primary goal of this youth program is the attainment of a High School Equivalency credential and/or increase in literacy levels (minimum of three EFLs)
2. **Secondary Program Goal:** The secondary goal of this program is the attainment of life coping skills, work readiness skills development, financial literacy training, and the acquisition of the skills needed to successfully navigate the job market. The youth should also be introduced to registered Apprenticeship Opportunities.
3. **After Attaining the Program Goals:** Youth who have obtained their high school equivalency credential and have completed the all of the outlined skills training portions of the program are expected to be ready for immediate transition into the One-Stop Youth Career Connection Program (YCC). The One-Stop will place the youth into an Internship, an on-the-job training contract, an employment position, and/or into a post-secondary education, vocational/occupational training program, or a recognized apprenticeship program.

FOURTEEN (14) WIOA PROGRAM ELEMENTS

The following list is of the 14 WIOA Elements outlined for youth programs. Contracted Providers do not have to provide all of the elements but are expected to make available, at a minimum, some of the 12 *highlighted elements in order to support the attainment of a secondary school diploma or its recognized equivalent, entry into postsecondary education, and career readiness for participants. The program elements can be provided directly by the provider or in partnership with other agencies.

1. ***Tutoring, study skills training and 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 postsecondary credential. **Preparation for the Attainment of a High School Equivalency Credential and/or Increased Literacy Levels:** The attainment of a State recognized high school equivalency credential or its recognized equivalent is essential in preparation for postsecondary education and occupational training opportunities that will improve the youth's future employment prospects and chances for career advancement. For youth who enter the program with less than a 9.0 reading and/or math level, if the achievement of an HSE is not a realistic goal - Instruction leading toward an increase in EFL levels is the goal.
2. ***Alternative secondary school services or dropout recovery services**, as appropriate.
3. **Paid and unpaid work experience.**
4. Occupational skills training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the local area that are approved by the WDB.
5. ***Education offered concurrently with workforce preparation and training for a specific occupation or occupational cluster.**
6. ***Leadership development** opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate.

7. ***Supportive services:** WDB will provide approved supportive services policy.
8. ***Adult mentoring** for the period of participation and a subsequent period, for a total of not less than 12-months.
9. ***Follow-up services:** for not less than 12-months after the completion of participation, as appropriate.
Monitoring and 12-Month Follow-Up Services: The federal requirement for providing 12-month follow-up information for each Program Year and is more stringent as the WIOA performance measures are calculated based on youth status during the 2nd and 4th quarters after exit. **If the provider cannot agree to provide the 12-month follow-up services per program year they should not submit a proposal.** Please note there is no additional payment to the provider for the submission of these reports. Providers will be expected to monitor the progress of youth participants and submit monthly and/or quarterly reports for the duration of the contract **and for 12-months after each program year ends and when the contract ends.** WIOA regulations require this follow-up service and the information from the follow-up is **vital** in the One-Stop's performance measure reporting requirements. Upon completion of program activities, the follow-up services will ensure the youth is successful in retention of the outcome achieved. Providers will be expected to document to the youth's file any follow-up activities and/or contact. If additional services are needed during the follow-up period, the youth can be directed to return to the One-Stop for those services. Retention occurs if the youth remains successful in the qualifying outcome. Follow-up services begin the first (1st) of the month following the month of the exit (Example: youth exits on March 10th; follow-up services begin April 1st; Youth exits May 25th; follow-up services begin June 1st, etc.).
10. ***Comprehensive guidance and counselling**, which may also include drug and alcohol abuse counseling and referral, as appropriate. **Comprehensive Case Management through Guidance and Counseling:** Youth should receive comprehensive case management throughout the program to ensure they stay on track to meet their outlined goals. All case management notes must be documented to the file and must be aligned with the ISS.

Youth, particularly urban youth today, face a myriad of challenges as they attempt to become successful at obtaining their high school equivalency credential (HSE), and learning the skills for obtaining and retaining employment. Prevalent issues such as lack of housing, parental support, incarceration, possible gang affiliation, lack of self-esteem and self-worth must be approached with sensitivity and empathy while maintaining strong determination in assisting the youth overcome some of these barriers. The intensity of case management can differ from one youth to another depending upon the needs of the individual. Case management will also include career counseling, which will focus on career exploration services.

Case management services are a key component to the youth's success. Comprehensive counseling and case management via motivated, committed staff can provide the youth with a nurturing environment that will help to create an independent and self-sufficient individual. Assessment information may identify the youth as needing to receive or be referred to specialized guidance and counseling and any other needed support services. Personal problems, drug or other substance abuse should be addressed prior to providing any other comprehensive services.

Case management responsibilities will entail working one-on-one with each individual youth, taking the lead in the assessment, interpreting the assessments with the youth, navigating and providing direction through the development of the Individual Service Strategy (ISS) document. Case managers will also be responsible for maintain youth customer files and documentation of all other services provided. Provision of Comprehensive Labor Market Information, as explained below, will fall under this category.

11. ***Financial literacy education.**
12. ***Entrepreneurial skills training.**
13. **Services that provide Labor market information:** 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. **Comprehensive Labor Market Information:** All programs must provide comprehensive labor market information to introduce youth to viable careers and career pathways specifically those occupations in labor demand sectors. This should include instruction of how to use all of the career preparation, career exploration, and job search web sites offered by the NJ Department of Labor, i.e. NJ Career Assistance Navigator (NJCAN): www.njcan.org. Career planning activities should result in each youth being able to make realistic career decisions. Career exploration/career planning activities, including job shadowing, community service, or unpaid internships must be completed prior to participation in paid work experience and/or job placement activities. The provider is expected to include individually signed and dated documentation in the youth's file for each skill attainment
14. ***Postsecondary preparation and transition activities**

ADDITIONAL PROGRAM COMPONENTS: programs should include all of the following additional components;

- **Comprehensive Assessment:** In the proposal respondents must identify all assessment tools that will be used and the purpose of each assessment. Each individual will be given a comprehensive assessment upon certification and entry into the program that will include an academic assessment as well as a career related assessment. These assessments will identify the youth's academic levels, review of basic skills, and service needs. The career related assessment will review the youth's occupational skills, prior work experience, employability, interests, values, preferences, motivations, aptitudes, and developmental needs that will determine paths for potential success and satisfaction with different career options and work environments. Assessments must also consider a youth's strengths rather than just focusing on areas that need improvement. All information from the assessment will be documented in the youth's file and will result in the development of the youth's Individual Service Strategy Plan (ISS).
- **Development of the Individual Service Strategy (ISS) Plan:** After the comprehensive assessment the provider must work individually with each youth to develop an Individual Service Strategy (ISS) plan. The ISS plan will clearly define the individual's goals and identify a career pathway and the services that will need to be provided in order to attain them. Career Pathways will identify a combination of education, training, and other services that align the skill needs of industries in the State and regional economy and will help identify a full range of employment or post-secondary education options, including registered apprenticeships, non-traditional employment. The ISS plan serves as a map to determine the direction of future education, training, employment, and any support services needed for the youth to reach their outlined goals. The ISS is a "living" document that is accessed and updated on an on-going basis.
- **Attainment of Comprehensive Skills Training:** All programs will be expected to provide all of the following:
 - a. **Intensive Life-coping Skills** includes teaching the skills that will help the youth to achieve success. These will include but are not limited to decision-making, building self-esteem, resisting peer pressure, acceptance of constructive criticism, acceptance of supervision and guidance, personal hygiene, stress management, time management, etc.
 - b. **Work Readiness Skills** includes effective communication and listening skills; appropriate on the job behavior, appropriate language and attire for the workplace; customer service skills and interaction, telephone etiquette skills, attendance and punctuality, understanding of time sheets, accepting supervision, working with colleagues, following directions, etc.
 - c. **Job Search Skills** includes but is not limited to resume preparation, job search techniques and sources, employer research, filling out and submission of online applications, interviewing skills, learning to navigate labor market information and online job search sites, and learning relevant questions to ask at job interviews for entry into Internships, OJT, or employment after program completion.
 - d. **Financial Literacy Training** includes but is not limited to understanding of budgeting of paychecks, the ability to create household budgets, initiate savings plans, make informed financial decisions about education, retirement, home ownership, wealth building, or other savings goals, and to become knowledgeable on the subject of securing personal identity information. To also include information on how to manage spending, credit, and debt, including credit card debt, effectively increasing awareness of the availability and significance of credit reports and credit scores in obtaining credit including determining their accuracy and how to correct inaccuracies in the reports and scores, and their effect on credit terms.
 - e. **Basic Technology Training:** Jobs in almost every industry are increasingly requiring workers to have digital literacy skills. While many youths are considered "digital natives" or people who have grown up with technology and the internet, it is still important to ensure that young people have the digital skills needed to successfully enter and remain in the workforce. WIOA funds can be used to pay for devices, and broadband internet service that will allow a youth to create or maintain a wireless connection for distance learning, search for jobs, and engage in other employment and training services.
- **Outreach, Recruitment & Retention:** Outreach, recruitment and engagement of youth to the program is primarily the responsibility of the Provider. The One-Stop will be responsible for certification of eligibility for program participation. Any marketing materials, flyers, etc., used in the recruitment process will need approval from MCOTES prior to distribution.
- **Stipends:** Training allowances or stipends may be paid to participants for their successful participation in class room activities and internship programs. Stipends should not exceed the Federal or State minimum wage (whichever is higher). Stipends of up to \$50.00 per week per youth may be built into the budget of this program. It should be stressed that these stipends are designed to off-set the daily expenses of the youth while attending-

the program and they must be detailed in the youth's ISS Plan. The training allowance will be tied to attendance and based on the total daily hours of participation. MCOTES will give competitive preference to providers who offer these stipends as a learning tool in conjunction with financial literacy training in budgeting of expenses. Requirements for receiving Stipends must be fully detailed in the budget narrative and approved by MCOTES to ascertain that they are "reasonable, allowable and necessary". Please note it is not allowable to offer gift cards purchased for entertainment purposes, i.e. movie cards, restaurants, concerts, etc.

**ORGANIZATION INFORMATION
WIOA OUT-OF-SCHOOL YOUTH PROGRAM**

Organization: _____

Total Combined Amount Requested for the PY 2024 & PY 2025 (2-Year) Period: \$ _____

PY 2024 Requested Funding: \$ _____ Minimum LOS: _____ CPP: \$ _____

PY 2025 Requested Funding: \$ _____ Minimum LOS: _____ CPP: \$ _____

The undersigned Respondent declares to have read the Instructions, Affidavit, and Scope of Work and has determined the conditions affecting this RFP, if this proposal is accepted, to furnish and deliver the following: All services as outlined in this RFP as basis for the award, has a defined a Cost Per Participant for Service, and understands that **yearly submission of Audit**, within nine (9) months of fiscal or calendar year end, **is a requirement**.

Official Signatory: _____ Title: _____
Print Name & Title

Official Signatory: _____ Phone: _____
Signature

E-mail: _____ Phone: _____

The undersigned is a Corporation, Partnership or Individual under the laws of the State of: _____

Mailing Address: _____

Program Site Address: _____

Federal Tax Identification Number (FEIN): _____

NJ Business Registration Number: (mandatory) _____

Contract Liaison: _____
Contact person that will be able to answer all specific questions concerning this proposal

E-Mail : _____ Phone : _____

Program Liaison : _____
Person who will oversee daily operation of this program and able to answer specific programmatic questions

E-Mail : _____ Phone : _____

Fiscal Liaison : _____
Person who will prepare budget and invoices and can answer specific fiscal questions

E-Mail: _____ Phone: _____

**ATTACHMENT A: PROGRAM SUMMARY WIOA OUT-OF-SCHOOL YOUTH
PY 2024 & PY 2025**

If Third Party Subcontractors are used submit a separate Scope of Services form for them.

A Subcontractor Scope of Services is attached. YES NO

1. Organization: _____

2. Program Minimum Level of Service:

PY 2024 LOS:

PY 2025 LOS:

3. Goals and Outcomes Provided

Check the outcomes that your organization will achieve through the program offered.

- Attainment of HSE Credential
- Entry into Employment
- Entry into Post-Secondary Education

4. Program Elements To Be Provided

Indicate below the elements/services that are addressed by the program.

Provided By Contracting Organization

Provided by an Outside Agency: _____

Agency Name

- | | | |
|--|--------------------------|--|
| <input type="checkbox"/> Tutoring and Study Skills Training leading to completion of secondary School, including dropout prevention | <input type="checkbox"/> | |
| <input type="checkbox"/> Alternate Secondary School Services | <input type="checkbox"/> | |
| <input type="checkbox"/> Paid and unpaid Work Experience | <input type="checkbox"/> | |
| <input type="checkbox"/> Occupational Skills Training | <input type="checkbox"/> | |
| <input type="checkbox"/> Education offered concurrently with work preparation activities | <input type="checkbox"/> | |
| <input type="checkbox"/> Leadership Development Opportunities including community service, peer centered activities, and other positive social behaviors | <input type="checkbox"/> | |
| <input type="checkbox"/> Supportive Services | <input type="checkbox"/> | |
| <input type="checkbox"/> Adult mentoring for a total not less than 12 months | <input type="checkbox"/> | |
| <input type="checkbox"/> Follow-up services for 12 months after completion | <input type="checkbox"/> | |
| <input type="checkbox"/> Comprehensive guidance and counseling | <input type="checkbox"/> | |
| <input type="checkbox"/> Financial Literacy Education | <input type="checkbox"/> | |
| <input type="checkbox"/> Entrepreneurial Skills Training | <input type="checkbox"/> | |
| <input type="checkbox"/> Provision of labor market, employment information and Career Awareness | <input type="checkbox"/> | |
| <input type="checkbox"/> Activities to prepare for transition to postsecondary education & training | <input type="checkbox"/> | |

5. Summary of Program Narrative: summarize major program details from narrative

6. List Program Goals & Outcomes: summarize goals outlined in the narrative

7. Stipends: Provide detailed explanation for any Stipends included;

- How will they be distributed:
- Will they be included as a learning tool:
- Outline criteria for distribution:
- Amounts to be receive by each youth:
- Time period of distribution

8. Program Site Information: On Site Program Supervisor Name: _____

Title: _____ Email: _____

Phone: _____ Fax: _____

Program Site Address: _____

Program Site Federal ID Number: _____

List other program sites if applicable

9. Maximum Capacity of Facility, Number of individuals at any one time: _____

Maximum Number of Staff To Customer Ratio: _____ : _____
Staff Customer

10. Program Detail: From Enrollment to Completion this program will meet _____ days per week

for _____ hours per day, for a period of _____ weeks/months.

If Program is Cyclical: No. of cycles: _____ Frequency: _____ Length of Each Cycle: _____

List anticipated dates for the beginning of each cycle: _____

11. HSE Classroom Hours: include a.m. or p.m.

Monday/Hrs. _____ Tuesday/Hrs. _____ Wednesday/Hrs. _____

Thursday/Hrs. _____ Friday/Hrs. _____ Saturday/Hrs. _____

Additional Program Hour Clarification:

12. Skills Training Career Exploration Classroom Hours: include a.m. or p.m.

Monday/Hrs. _____ Tuesday/Hrs. _____ Wednesday/Hrs. _____

Thursday/Hr. _____ Friday/Hrs. _____ Saturday/Hrs. _____

Additional Program Hour Clarification:

13. ADA Compliance: Is Program is accessible to individuals with Disabilities: **Yes**, list details **No**, list impediments

14. Transportation: Is Transportation provided for any segment of this program? **No** **Yes**, if yes provide an outline of details:

Is Public Transportation available to program site: **No** **Yes**, if yes list NJ Transit Bus No(s) _____

Closest Stop to program site: _____

	PY 2024 Program, Closing by Date
July	
August	
September	
October	
November	
December	
January	
February	
March	
April	
May	
June	

	PY 2025 Program, Closings by Date
July	
August	
September	
October	
November	
December	
January	
February	
March	
April	
May	
June	

QUALIFICATION STATEMENT SECTION

WRITTEN NARRATIVE FOR WIOA OUT-OF-SCHOOL YOUTH PROGRAM

PAGES: MAXIMUM 8 PAGES OF NARRATIVE PLUS ATTACHMENTS, FONT: ARIAL NOT SMALLER THAN 10 PT., SINGLE SPACE, MARGINS 55" TO 1"
IF QUESTION IS NOT APPLICABLE TO PROGRAM, NOTE IN PROPOSAL, OR POINTS MAY BE LOST FOR NOT ANSWERING.

OUTLINE FOR WRITTEN NARRATIVE WITH POINT WEIGHTING

When writing the narrative be sure all answers are concise and to the point. Use the outline provided below. Identify each section by the 4 headings: 1) Program Description, 2) Previous Experience, 3) Program Administration, 4) Fiscal and Budget. Identify and number each question under each heading:

- | A. PROGRAM DESIGN AND IMPLEMENTATION: TOTAL 60 POINTS | POINT VALUE |
|---|--------------------|
| 1. Attachment A: Scope of Services and Program Summary: | 2.5 points |
| 2A. Organization Information with No Previous Contract | |
| a. If this is the <u>first</u> time submitting an RFP proposal to for a Mercer County youth program give a very brief synopsis of your qualifications and experience in delivering services to youth with similar barriers. More detail is requested in the Previous Experience section. | 1.5 points |
| 2B. Organization Information with Previous Contract | |
| a. If you are a current or previous Mercer County youth provider give a very brief synopsis of your qualifications and experience in delivering services to the WIOA Youth population. More detail is requested in the Previous Experience section. | |
| 3. Outreach, Recruitment, and Retention | 3 points |
| a. Explain the strategies utilized for outreach and recruitment of youth throughout Mercer County and the strategies utilized for maintaining participation to attain the outlined goals. | |
| 4. Youth Assessment Activities | 5 points |
| a. Identify all assessment tools utilized and specifically detail what the assessments will determine, and how will this information will be applied in developing successful outcomes for the individual. | |
| 5. Program Design and Implementation | 30 points |
| Answers in this section must clearly present the program design by outlining the steps to implementation for all activities consistent with the curriculum and timeline of services. | |
| a. Primary Goal: Detail the portion of the program dedicated to the strategies used in the preparation and attainment of: <ul style="list-style-type: none"> ▪ The HSE for youth who test at the 9th grade level ▪ Increase of 2 to 3 literacy levels or the youth who test below the 9th grade levels ▪ Anticipated number of months needed to attain the HSE or to increase literacy levels ▪ Outline a schedule of classroom hours per day, per week, per month | |
| b. Secondary Goals: Detail the portion of the program dedicated to: <ul style="list-style-type: none"> ▪ Preparation for post-secondary placement ▪ Preparation for employment to include training in life skills, work readiness skills, job search skills, financial literacy, etc. ▪ Introduction to exploration of career pathways, Apprenticeships, OJTs, vocational and occupation training programs ▪ Introductions to support services ▪ anticipated number of months needed ▪ schedule of classroom hours per day and per week | |
| c. Provide detail on the following Program Components and the program staff responsible: <ul style="list-style-type: none"> ▪ Development of the ISS Plan ▪ Comprehensive Case Management ▪ Comprehensive Labor Market Information | |

- d. Identify all of the WIOA Elements your organization will provide or if you are working with another agency list what they will provide. Detail when and how they will be incorporated into the program.
- e. Address the process that will be used to identify interests and develop career plans for:
 - Post-secondary educational programs
 - Apprenticeship training programs or other vocational-occupational training
 - Placement into employment or On-the-Job Training opportunities
- f. Outline detail for the stipends training allowance.
- g. Address the process that will ensure the youth are ready to immediately transition into an Internship with the Mercer County Youth Career Connection Program.
- h. Address cultural and language barrier issues that will allow maximized inclusion and success for all youth.
- i. Outline the attendance policies including tardiness, leave of absence, policies for make-up of class time, tests and/or flexibility that allow for work hours.
- j. Outline the specific 12-month follow-up services that will be offered for each program year end. Include a list that outlines specific details of the services offered and what will be documented to the youths file.
- k. If youth transportation is a program component include full detail on transportation usage. Outline purpose of trip(s), estimated mileage, physical destinations, estimated time spent at location, i.e. job fairs, employment workshops, worksites, college tours, etc.
- l. If a third-party subcontractor or an outside agency is providing any services, include:
 - why they are necessary to the program
 - detail the expected responsibility for each program element, component, goal, etc.

6. Outcomes & Goals

15 points

- a. Acknowledge this organizations intent to cooperate with Mercer County to meet the federal WIOA performance measures and provide the follow-up reporting required for this goal.
- b. Clearly outline the steps and strategies for obtaining the specific WIOA outcomes for the following Common Performance Measures:

↻ Attainment of HSE Credential

- Describe the process to ensure attainment of the High School Equivalency Credential.
- Outline specific supports or services that will be introduced to keep the youth engaged to reach this goal.

↻ Placement into Post-Secondary Education, Employment or Apprenticeship training

- Describe the process used to identify youth for enrollment in post-secondary education or an Apprenticeship, vocational or occupational skills training.
- Outline specific supports or services that will be introduced to youth seeking full time employment after graduation.

7. Documentation of Youth Progress

3 points

- a. Acknowledge understanding of the importance of documentation required to be in each youths file. This will include case management notes, receipt of WIOA Elements, pre and post-testing for HSE and literacy gains, work readiness and life skills, and other defined goals.

8. Facility & Resources

Information

- a. Give the address, location of the program facility and detail the physical layout, the number of participants that can be accommodated, the number of classrooms, any additional workshop areas, libraries/study areas, computer rooms, etc. Identify all resources available for the provision of services, i.e. number of computers available for customer use, type of internet connections, technical equipment, tools, etc.

- b. List all accommodations available at the program site for persons with disabilities or if there are issues that would limit participation for persons with disabilities.
- c. If the provider's facility is on a NJ Transit bus route include information on pick-up/drop-off points with bus numbers.

9. Subcontractors:

Information

- a. If no subcontractors are used, so state and move to Section B.
- a. If subcontractors' services will be utilized in the provision of this program fully detail all elements, activities and services they will provide. **Information**
- b. List the goals the subcontractor will be responsible for meeting.
- c. Detail the subcontractor's qualifications and the reason for choosing them.
- d. Identify the subcontractors Program Manager and staff and their responsibilities.
- e. For Subcontractors:
 - Include a separate Scope of Services and Program Summary.
 - Include a curriculum and time line of services.
 - Include all budgets forms.
 - Include a full set of all County Certifications and Assurances.
 - If the contract is approved an MOU will need to immediately be submitted.

B. PREVIOUS EXPERIENCE: TOTAL 15 POINTS

POINT VALUE

1A. Explanation of Statistical Data with Previous One-Stop WIOA Contract:

- a. If you have previously contracted with Mercer County, utilize data from the most recent WIOA OSY contracts and provide detail of the contracted program(s). This data will be compared to MCOTES internal records.
- b. Identify all outcomes and goals identified for the program.
- c. Detail the level of success in meeting the goals and common measure objectives.
- d. If levels of service or performance criteria were not met provide an honest self-evaluation of program performance, explain the challenges met and what improvements would ensure more successful outcomes in attaining common measures goals of:
 - Attainment of a Degree or Certificate
 - Placement in Employment or Post-Secondary Education.

Fill out the Attachment D Statistical Data Form

15 points

1B. Explanation of Statistical Data with No Previous WIOA Contract

- a. If you have not previously contracted with the Mercer County provide details of your most recent programs that served this or a similar population include the names of the contractors and contract numbers.
- b. Identify the outcomes and goals identified for the programs.
- c. Describe the level of success in attaining program goals.
- d. Give an honest self-evaluation of improvements that would ensure more successful outcomes.

Fill in Attachment D: Statistical Data Form and Attachment D2:

C. PROGRAM ADMINISTRATION: TOTAL 10 POINTS

POINT VALUE

1. Program Supervision

4 points

- a. Identify a Program Manager including experience and qualifications and their oversight and supervision of this program.

2. Key Staff

4 points

- a. Identify all Key program staff expected to be paid through this contract delineating their knowledge and qualifications for working with this population.
- b. Outline each program component they will be responsible for, (i.e. outreach, HSE classroom instruction, Job Readiness and Life Skills training, assessments, case management, submission of required reports, time and attendance, tracking customer progress, tracking data, reporting statistics and program results.
- c. Include a CURRENT 1-page resume or if the position is vacant, include a brief 1-page job description.

Include resumes or job description as Attachment E: Key Staff

3. Monitoring of Program

2 points

- a. Outline the process management will employ to inform all staff paid through this grant of the expected programmatic activities, reporting requirements, and contractual goals that must be delivered as per this Contract. Include an outline of the internal monitoring process utilized to ensure the program will stay on track to meet successful outcomes and program compliance.
- b. Give specific details on the procedures this agency has in place for safeguarding the participant's personally identifiable information.
- c. For the 12-month follow-up services, identify who is responsible to keep in contact with youth, how this will be accomplished, when and what follow-up services will be delivered, how the post-term data will be reported and documented to the youths file, etc.

4. Collaboration

Information

- a. Briefly detail collaboration and linkages between colleges, employers, the community, and your organization, and outline how these linkages will enhance the proposed program outcomes.

5. Customer Grievance Procedure & Customer Satisfaction Survey

Information

- a. Explain the Grievance Procedure process and when Customer Satisfaction Survey is given.

D. FISCAL AND BUDGET: TOTAL 15 POINTS

POINT VALUE

1. Fiscal Officer

Information

- a. Identify by position, title, and experience, the person delegated as the fiscal authority responsible for accounting, invoicing, and maintaining fiscal records for this contract.

2. Minimum Funding

3 points

- a. Proposals are often submitted for amounts that are above the threshold of what MCOTES can realistically fund. If MCOTES finds it necessary to increase/decrease the amount of the award or the level of service this will be done utilizing the **Cost per Participant (CPP)** amount as stated in this proposal.

At the stated CPP submitted provide a quote for the minimum amount of funding required to provide this same program with all services as outlined in this proposal without compromising the integrity of the program.

Funding request submitted **cannot be reduced** and this may disqualify the proposal

Funding request submitted **can be reduced** and all program services as outlined will be provided.

PY 2024	Reduced Amount Requested: \$	Revised Minimum LOS:	CPP: \$
PY 2025	Reduced Amount Requested: \$	Revised Minimum LOS:	CPP: \$

➤ **NOTE:** If your organization is awarded a contract based on a changed amount a revised budget narrative that reflects these costs **must be submitted immediately upon notice of award.**

3. Attachment F: All Budget Forms for PY 2024 & PY 2025

12 points

All costs for this program must be thoroughly detailed. All budget forms will be reviewed by the fiscal department before making evaluations or decisions.

- Budget Narrative: Explanation and justification of all costs must be detailed
- Leveraged Costs: List all sources of funding received that will offset costs to this program
- Line Item Budgets: Submit well-defined budgets will reasonable and allowable costs
- Salary & Fringe Benefits: Fill these forms out completely

ATTACHMENT C: PARTICIPANT TIMELINE AND WORKFLOW

List Program Component Activity and Indicate Anticipated Delivery Schedule	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	

ATTACHMENT D: STATISTICAL DATA FORM
 No Previous Contracts
 With Previous One-Stop Contracts

Name & Address of Organization:

A Respondents with No Previous One-Stop Contract:

1. Program Year _____ Contract Number _____ Funding Source: _____

Contracted Level of Service: _____ Actual Level of Service Achieved: _____

List Specific Program Goals and Number of Participants who attained them:

2. Program Year _____ Contract Number _____ Funding Source: _____

Contracted Level of Service: _____ Actual Level of Service Achieved: _____

List Specific Program Goals and Number of Participants who attained them:

3. Program Year _____ Contract Number _____ Funding Source: _____

Contracted Level of Service: _____ Actual Level of Service Achieved: _____

List Specific Program Goals and Number of Youth participants who attained them:

B Respondents with Previous WIOA Youth Contracts

1. Program Year _____ Contract Number _____ Contracted LOS _____ Actual LOS _____

Number of Youth who:

1) Attained High School Equivalency (HSE):

2) Gained 2 or more levels math/reading testing scores:

3) Attained an industry recognized credential:

4) Number of Youth who attained Internship/Employment:

5) Number of Youth referred to YCC for Internship:

 6) Number of Youth in education or employment in 2nd and 4th quarter after completion:

2. Program Year _____ Contract Number _____ Contracted LOS _____ Actual LOS _____

Number of Youth who:

1) Attained High School Equivalency (HSE):

2) Gained 2 or more levels math/reading testing scores:

3) Attained an industry recognized credential:

4) Number of Youth who attained Internship/Employment:

5) Number of Youth referred to YCC for Internship:

 6) Number of Youth in education or employment in 2nd and 4th quarter after completion:

3. Program Year _____ Contract Number _____ Contracted LOS _____ Actual LOS _____

Number of Youth who:

1) Attained High School Equivalency (HSE):

2) Gained 2 or more levels math/reading testing scores:

3) Attained an industry recognized credential:

4) Number of Youth who attained Internship/Employment:

5) Number of Youth referred to YCC for Internship:

 6) Number of Youth in education or employment in 2nd and 4th quarter after completion:

ATTACHMENT D2: REFERENCES FOR PROGRAMS WITH SIMILAR SCOPE AND ACTIVITY

**FOR ORGANIZATIONS WHO HAVE NOT PREVIOUSLY CONTRACTED WITH MCOTES
PROVIDE REFERENCES OF PROGRAMS IN SIMILAR SCOPE AND POPULATION**

Name of Organization:
Address:
City, State Zip:
Contact Person:
E-Mail Address:
Phone Number:
Program Name and Description:
Population Served:
Dates, Cost and Scope of Services:
Status and Comments:

Name of Organization:
Address:
City, State Zip:
Contact Person:
E-Mail Address:
Phone Number:
Program Name and Description:
Population Served:
Dates, Cost and Scope of Services:
Status and Comments:

Name of Organization:
Address:
City, State Zip:
Contact Person:
E-Mail Address:
Phone Number:
Program Name and Description:
Population Served:
Dates, Cost and Scope of Services:
Status and Comments:

ATTACHMENT E: BUDGET NARRATIVE - PY 2024 JULY 1, 2024 TO JUNE 30, 2025

Use this Form for Explanation and Justification for all costs regarding line item requests. If a cost is found to be unallowable after the contract is approved Mercer County Office of Training and Employment Services (MCOTES) reserves the right to withhold payment and the Contractor will be responsible for that cost. **If you do not supply any detail on the cost it may not be approved.**

Program Site Address: _____

Rented Owned Yearly total Amount of Rent/Mortgage: _____ Amount per sq. ft: \$ _____

Total square feet of facility: _____ Contracted square feet to be utilized for this program _____ x
rate/sq. ft. _____ x _____ months = \$ _____ per year. Percentage of space charged to grant: _____%

Identify any other programs that share this specific contracted space at any time during the day or evening and that will offset the rent/mortgage cost to MCOTES:

1. Rent/Mortgage: Complete the information listed above to justify costs of rent/mortgage. If the building is owned the same information must be supplied. All other pertinent information necessary must be listed below. If contract is approved a copy of the lease and/or mortgage statement must be included with a break out of the percentage charged to this grant. A copy of the lease must be submitted with the 1st invoice only.

2. Staff Salaries: Identify all staff paid through this program. Include weekly wage and percentage of program time. **If program has part-time hours and staff proposed is full time, provide explanation.**

3. Fringe Benefits: Include the percentage of benefits to salaries. Identify specific personnel benefits and rate paid that will be incurred under this agreement. MCOTES retains the right to determine whether costs/rates within this category are excessive.

4. Utilities: List all utilities charged to the program **even if included in the rent.** List the full amount paid (estimated from past year usage), and if leveraged, break down percentage charged to this program and include the rationale for amount charged.

5. Office Supplies: Itemize all **program related** office supplies with prices and justification for program need.

6. Instructional Materials: Itemize all instructional items with prices and justification for program need.

7. Equipment: Any request for purchase of equipment must be minimal. Requests may only supplement existing supplies and may not be used to fully furnish programs. MCOTES will need to review all requests for equipment and Quotes must be provided to show it will be purchased at the most reasonable price. Provide justification for program need. **Note: All Equipment purchased with these funds remains the property of NJ Department of Labor and will return to MCOTES at contract termination.**

8. Telephone/Internet: Supply detail of phone/Internet provider usage; include type of phones or service and necessity to program usage.

9. Staff Travel Costs: Providers are allowed to charge their Agency approved rate but the rate must not exceed the current IRS Standard Mileage Rate for the use of a car (also vans, pickups or panel trucks).

10. Customer Transportation: Provide all detail on any customer transportation.

- Identify the purpose and program necessity.
- List all related activities, job fairs, interviews, job site visits, college tours, etc.
- Based on previous date, fully detail the cost, expected destinations and anticipated miles of travel
- Include a sample of the log that will detail how mileage will be documented

11. Stipends: Must be fully detailed in this paragraph and outlined on the Program Summary. Include total line item amount, individual stipend amount of each category, and fully outline criteria for receiving the stipends.

Stipends:

12. Indirect and Administrative Costs Maximum 10%: Both in total cannot exceed 10% of the program cost. All costs must be defined and program related to be approved.

- Detail with an item by item explanation as to what or who is being paid and how these indirect costs are relevant to the program.
- Explain how these costs are determined
- Include approval letter from federal authority if applicable

Note: MCOTES reserves the right to accept or deny the Indirect/Admin as presented.

13. Other: Identify and detail any item or program cost listed as other.

14. Leveraged, In-Kind and/or Other Source Of Funding: List all sources of funding, grants, awards, contracts or income that will be used to offset costs for this program and staff whose duties include activities from more than one funding stream. Do not charge 100% to this program to if a percentage of costs can be leveraged against the other income. Leveraged costs must be consistent across the budget.

ATTACHMENT E: LEVERAGED COST BUDGET - PY 2024 JULY 1, 2024 TO JUNE 30, 2025

Leverage Costs with In-Kind and/or Other Source of Funding: List all Private, Federal, State, County, or Municipal Grants, Awards or Contracts your organization has obtained, for the same or similar programming, or for funding that will off-set any program staff or site costs to this award. Leveraged costs must be consistent across the budget.

ORGANIZATION:

Identify Funding	Federal	State	County	Municipal/City	Other	Private
Budget Category						
Rent/Mortgage						
Staff Salaries						
Fringe Benefits						
Utilities						
Office supplies						
Instructional materials						
Equipment						
Telephone/Internet						
Staff Travel						
Transportation						
Other: Specify						
Other: Specify						
Total From Other Funding						
Leveraged Percentage						

Names of Funding Sources Title of Grant or Contract

ATTACHMENT E: LINE ITEM BUDGET - PY 2024 JULY 1, 2024 TO JUNE 30, 2025

ORGANIZATION:

WIOA OUT-OF-SCHOOL YOUTH PROGRAM:

PY 2024	BUDGET AMOUNT
PROGRAM EXPENSE LINE ITEMS	
Rent/Mortgage	
Staff Salaries: Detail on following page	
Fringe Benefits: Detail on following page	
Utilities	
Office Supplies: (consumable)	
Instructional Materials: (consumable)	
Equipment	
Telephone/Internet	
Staff Travel at \$. _____ per mile	
Customer Transportation	
Administrative-Indirect 10% maximum	
Other: Specify	
Profit: Private for profits only 10% maximum	
SUBTOTAL PROGRAM EXPENSE	
WORK EXPERIENCE LINE ITEMS	
Staff Salaries	
Staff Fringe	
Transportation	
Youth Stipends	
Other: Specify	
Other: Specify	
SUBTOTAL WORK EXPERIENCE	
TOTAL BUDGET AMOUNT	

ATTACHMENT E: STAFF & FRINGE BENEFIT BUDGET – PY2024 JULY 1, 2024 TO JUNE 30, 2025

Totals must agree with “RFP Request” for Staff Salaries, Line Item Budget amounts. **Do not include in-kind amounts on this page.**

Staff Budget Position/Title	Annual Salary	Percent Charged To Contract			
		No. Of Weeks	Weekly Salary	Percentage of Program Time	TOTAL
1.					\$
2.					\$
3.					\$
4.					\$
5.					\$
6.					\$
7.					\$
STAFF COSTS CHARGED TO THIS PROGRAM					\$

List fringe benefits to be paid, Total benefit costs charged to this program, must agree with “RFP Request” fringe line item budget. **Do not include in-kind amounts.**

Fringe Benefits List all with percentage charged	Annual Amount based on Above: Total Staff Salary \$_____	Percent of Fringe Benefit to Salary Rate: _____%			
		No. of Weeks	Weekly Amount	%	Yearly Amount
FICA					\$
Social Security/Medicare					\$
State Unemployment Insurance					\$
Other: detail					\$
Other: detail					\$
Other: detail					\$
BENEFIT COSTS CHARGED TO THIS PROGRAM					\$

ATTACHMENT E: BUDGET NARRATIVE – PY 2025 JULY 1, 2025 TO JUNE 30, 2026

Use this Form for Explanation and Justification for all costs regarding line item requests. If a cost is found to be unallowable after the contract is approved the Mercer County Office of Training and Employment Services (MCOTES) reserves the right to withhold payment and the Contractor will be responsible for that cost. **If you do not supply any detail on the cost it may not be approved.**

Program Site Address: _____

Rented Owned Yearly total Amount of Rent/Mortgage: _____ Amount per sq. ft: \$ _____

Total square feet of facility: _____ Contracted square feet to be utilized for this program _____ x
rate/sq. ft. _____ x _____ months = \$ _____ per year. Percentage of space charged to grant: _____%

Identify any other programs that share this specific contracted space at any time during the day or evening and that will offset the rent/mortgage cost to MCOTES:

1. Rent/Mortgage: Complete the information listed above to justify costs of rent/mortgage. If the building is owned the same information must be supplied. All other pertinent information necessary must be listed below. If contract is approved a copy of the lease and/or mortgage statement must be included with a break out of the percentage charged to this grant. A copy of the lease must be submitted with the 1st invoice only.

2. Staff Salaries: Identify all staff paid through this program. Include weekly wage and percentage of program time. **If program has part-time hours and staff proposed is full time, provide explanation.**

3. Fringe Benefits: Include the percentage of benefits to salaries. Identify specific personnel benefits and rate paid that will be incurred under this agreement. MCOTES retains the right to determine whether costs/rates within this category are excessive.

4. Utilities: List all utilities charged to the program **even if included in the rent.** List the full amount paid (estimated from past year usage), and if leveraged, break down percentage charged to this program and include the rationale for amount charged.

5. Office Supplies: Itemize all **program related** office supplies with prices and justification for program need.

6. Instructional Materials: Itemize all instructional items with prices and justification for program need.

7. Equipment: Any request for purchase of equipment must be minimal. Requests may only supplement existing supplies and may not be used to fully furnish programs. MCOTES will need to review all requests for equipment and Quotes must be provided to show it will be purchased at the most reasonable price. Provide justification for program need. **Note: All Equipment purchased with these funds remains the property of NJ Department of Labor and will return to MCOTES at contract termination.**

8. Telephone/Internet: Supply detail of phone/Internet provider usage; include type of phones or service and necessity to program usage.

9. Staff Travel Costs: Providers are allowed to charge their Agency approved rate but the rate must not exceed the current IRS Standard Mileage Rate for the use of a car (also vans, pickups or panel trucks).

10. Customer Transportation: Provide detail on any customer transportation.

- Identify the purpose and program necessity
- List all related activities, job fairs, interviews, job site visits, etc.
- Based on previous data, fully detail the cost, expected destinations and anticipated miles of travel
- Include a sample of the log that will be utilized to detail how mileage will be documented

11. Stipends: Must be fully detailed in this paragraph and outlined on the Program Summary. Include total line item amount, individual stipend amount of each category, and fully outline criteria for receiving the stipends.

Stipends:

12. Indirect Costs/Administrative Costs Maximum 10%: Both in total cannot exceed 10% of the program cost. **All costs must be defined and program related to be approved.**

- Detail with an item by item explanation as to what or who is being paid and how these indirect costs are program related
- How are these costs determined
- Include approval letter from federal authority if applicable

Note: The MCOTES reserves the right to accept or deny the Indirect/Admin as presented

13. Other: Identify and detail any item or program cost listed as other.

14. Leveraged, In-Kind and/or Other Source Of Funding: List all sources of funding, grants, awards, contracts or income that will be used to offset costs for this program and staff whose duties include activities from more than one funding stream. Do not charge 100% to this program to if a percentage of costs can be leveraged against the other income. Leveraged costs must be consistent across the budget.

ATTACHMENT E: LEVERAGED COST BUDGET – PY 2025 JULY 1, 2025 TO JUNE 30, 2026

Leverage Costs with In-Kind and/or Other Source of Funding: List all Private, Federal, State, County, or Municipal Grants, Awards or Contracts your organization has obtained, for the same or similar programming, or for funding that will off-set any program staff or site costs to this award. Leveraged costs must be consistent across the budget.

ORGANIZATION:

Identify Funding	Federal	State	County	Municipal/City	Other	Private
Budget Category						
Rent/Mortgage						
Staff Salaries						
Fringe Benefits						
Utilities						
Office Supplies						
Instructional Materials						
Equipment						
Telephone/Internet						
Staff Travel						
Transportation						
Other: Specify						
Other: Specify						
Total From Other Funding						
Leveraged Percentage						

Names of Funding Sources Title of Grant or Contract

ATTACHMENT E: LINE ITEM BUDGET - PY 2025 JULY 1, 2025 TO JUNE 30, 2026

ORGANIZATION:

WIOA OUT-OF-SCHOOL YOUTH PROGRAM:

PY 2025	BUDGET AMOUNT
PROGRAM EXPENSE LINE ITEMS	
Rent/Mortgage	
Staff Salaries: Detail on following page	
Fringe Benefits: Detail on following page	
Utilities	
Office Supplies: (consumable)	
Instructional Materials: (consumable)	
Equipment	
Telephone/Internet	
Staff Travel at \$._____ per mile	
Customer Transportation	
Administrative-Indirect 10% maximum	
Other: Specify	
Profit: Private for profits only 10% maximum	
SUBTOTAL PROGRAM EXPENSE	
WORK EXPERIENCE LINE ITEMS	
Staff Salaries	
Staff Fringe	
Transportation	
Youth Stipends	
Other: Specify	
Other: Specify	
SUBTOTAL WORK EXPERIENCE	
TOTAL BUDGET AMOUNT	

ATTACHMENT E: STAFF & FRINGE BENEFITS BUDGET – PY 2025 JULY 1, 2025 TO JUNE 30, 2026

Totals must agree with “RFP Request” Staff Salaries, Line Item Budget amounts. **Do not include in-kind amounts on this page.**

Staff Budget Position/Title	Annual Salary	Percent Charged To Contract			
		No. Of Weeks	Weekly Salary	Percentage of Program Time	TOTAL
1.					\$
2.					\$
3.					\$
4.					\$
5.					\$
6.					\$
7.					\$
STAFF COSTS CHARGED TO THIS PROGRAM					\$

List fringe benefits to be paid, Total benefit costs charged to this program, must agree with “RFP Request” total fringe line item budget amounts. **Do not include in-kind amounts.**

Fringe Benefits List All Benefits To Be Paid	Annual Amount based on Above: Total Staff Salary \$ _____	Percent of Fringe Benefit to Salary Rate: _____%			
		No. of Weeks	Weekly Amount	%	Yearly Amount
FICA					\$
Unemployment Compensation Insurance					\$
Medicare					\$
State Withholding Tax					\$
State Disability					\$
Other: detail					\$
BENEFIT COSTS CHARGED TO THIS PROGRAM					\$

ATTACHMENT F: STAFF RESUME OR JOB DESCRIPTION

ATTACHMENT 1: EXCEPTIONS-CONTRACT AWARD- RECEIPT OF ADDENDA

THIS PAGE MUST BE SIGNED

COUNTY OF MERCER

1. EXCEPTIONS

If No Exceptions, Please So State

Exception(s) are referenced when there is a variation between services described in the specifications and services offered which are to be fully explained and submitted with the response by the respondent and submitted with the proposal.

2. CONTRACT AWARD

Upon opening bids, pricing shall remain firm for a period of sixty (60) calendar days. In the event that the award is not made within sixty (60) calendar days, bidders may hold their bid consideration beyond sixty days or until the contract is awarded.

- Check here if **willing** to hold the pricing consideration beyond sixty days or until the contract is awarded.
- Check here if **not willing** to hold the pricing consideration beyond sixty days or until the contract is awarded.

3. ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned Respondent hereby acknowledges receipt of the following Addenda:

Addenda Number	Dated
_____	_____
_____	_____

I acknowledge that I have read and signed the 3 items on this page

Signed: _____

Title: _____

Printed Name: _____

Organization: _____

Date: _____

ATTACHMENT 2: GOVERNMENT CLASSIFICATION & ETPL STATUS

CLASSIFICATION- I.R.S. Approved Legal Status of Applicant- Check applicable boxes:

Not-For-Profit and/or Charitable Organization: Tax Exempt under IRS Code 502(c) or 501(c)(3)

Community-Based Organization Faith-Based Organization Other: -specify below

Educational Institution: As Per Sec.481 (a)(1), Higher Education Act of 1965

4+ Year 2 Year Proprietary Post-Secondary Local Education Agency

For Profit Organization

Sole Proprietorship Partnership Corporation Limited Liability Corporation Other –specify below*

Labor Organization List Title and Local Number of Apprenticeship Program

Government

Federal State County Municipal Other: - specify below

*Other Explanation: _____

Eligible Training Provider Status

This Organization is Currently on the ETPL: Submit copy of page from NJ TOPPS

This Organization is a new vendor and will submit an application to the State if approved for a contract. The letter will be sent to MCOTES as proof the process was started.

ATTACHMENT 3: BOARD MEMBERS, MANAGEMENT, OWNERS

CEO/Executive Director/Board Chairperson/Superintendent: _____

A. Number of Years this organization has been in operation: _____

B. Is this a Minority Owned Business? No Yes, provide brief detail: _____

C. Total number of Staff currently employed: _____ Full-time: _____ Part-time: _____

D. Have any Federal, State or Municipal contracts or grants from any source been terminated – terminated for cause, terminated for default, or suspended (totally or partially) - in the past five years? No Yes, Attach a Letter of Explanation **Attachment 3A**

E. Has the organization been cited, fined or reprimanded for any regulatory, statutory, audit/financial or code violations within the last three years? No Yes, attach a Letter of Explanation, include violation, penalty imposed and corrective action taken, **Attachment 3B**

ATTACHMENT 4: ORGANIZATION CHART

ATTACHMENT 5: AUDIT or FINANCIAL STATEMENT
Attach One (1) copy of 2022 Year End Audit or Financial Statement

A. In accordance with NJ Department of Labor requirements, a Provider must submit an Audit to the One-Stop **Every Year** within nine (9) months of the organizations year end, Fiscal Year End (March) or Calendar Year End (September).

1. This Organization's auditing is done by Fiscal Year Calendar Year Federal: Month of Audit: _____

2. One (1) copy of the 2022 Year End Audit or Financial Statement that has been submitted with this proposal.

Yes, identify the period audited: _____

No, identify when the most current Audit will be available for submission: _____

B. If you answer **YES** to any of the following questions **attach an explanation:** Label **Attachment 4-A**

1. Is this organization in receivership or bankruptcy, or are any such proceedings pending? No Yes

2. Are there current liens against the agency? No Yes

3. Were there deficiencies found in last Audit? No Yes

4. If deficiencies were found was corrective action taken? Not Applicable No Yes

C. If requested you may be required to submit a letter from a CPA to support these statements and to certify that the organization is solvent and financially capable of managing the proposed services.

1. This organization has sufficient resources for program start-up expenses and has approximately 4 month's cash flow.

No Yes

ATTACHMENT 6: COUNTY CERTIFICATIONS AND ASSURANCES 1 - 11

ASSURANCES AND CERTIFICATIONS, GENERAL ADMINISTRATIVE REGULATORY PROVISIONS

Through submission of this proposal the organization does assure and agree that it will fully comply with all requirements of the following, including any amendments or additional requirements, which may be promulgated during the inclusive period of July 1, 2024 through June 30, 2026:

- The Workforce Innovation and Opportunity Act of 2014
- USDOL, Employment and Training, WFNJ Final Rules (20 CFR Part 652 et. al) and State regulations
- Interim Final WFNJ Regulations, 20 CFR Part 664, published at 64 Fed. Reg. 18662, 18713 (April 15, 1999) and any amendments thereof not published as a Final Rule
- Fair Labor Standards Act of 1938 (29 U.S.C. 203(m), as amended by the Minimum Wage Increase Act of 1996
- Personal Responsibility and Work Opportunity Reconciliation Act of 1996, including the Title VIII of the Welfare-to-Work, and amendments thereof of 1999
- United States Department of Labor (USDOL) rules and regulations that may be promulgated as it relates to WFNJ
- WFNJ Non-Discrimination Section 188 and Regulations at 29 CFR Part 37
- Prohibition on Nepotism, WFNJ interim regulation sec. 667.200(g)
- Migrant and Seasonal Farm Workers, 20 CFR 653
- U.S. Welfare to Work Act, rules regulations, directives and procedures of federal and state DOL departments
- Wagner Peyser Act, Chapter 41 of Title 38
- Architectural Barriers Act of 1968
- Section 503 and 504 of the Rehabilitation Act of 1973, as amended
- Allowable Costs Provisions under the WFNJ, 20 CFR Part 652, et seq.
- Social Security Act (47 U.S.C. 301 et seq.)
- Americans with Disabilities Act of 1990
- Uniform Administrative Requirements for State and Local Governments (as amended by the Act) 29 CFR Part 97
- Single Audit Act, 29 CFR Part 96 (as amended by OMB Circular A-133)
- OMB Circular A-87 Cost Principles (as amended by the Act)
- Federal/New Jersey Conflict of Interest (and directives)
- 29 CFR Part 31, 32 - Nondiscrimination and Equal Opportunity Assurance (and regulations)
- OMB circular 110 (as amended)
- OMB circular A122 (as amended)
- Work First New Jersey, Public Law of 1997 and all policies and directives issued there under.
- New Jersey Department of Labor (NJDOL) rules, regulations and directives including those; on WFNJ
- NJ Dept. of Human Services/Division of Family Development, (TANF) rules, regulations, directives and procedures
- Conscientious Employee Protection Act, N.J.S.A. 34:19 - 1, et seq.
- Work Opportunity Tax Credit Program
- New Jersey Health and Safety Standards
- New Jersey Worker Compensation Act
- New Jersey Treasury Circular 98-07
- New Jersey Public Contracts Laws, NJSO 40A: 11-1 et. seq.
- Local Government Ethics, NJSA 40A: 9-22.1
- SF 424B - Assurances for Non-construction Programs
- 29 CFR Part 31, 32 - Non-discrimination and Equal Opportunity Assurances and regulations
- Certification Regarding Lobbying and regulations, 29 CFR Part 98
- Drug Free Workplace and Debarment and Suspensions, regulation (29 CFR 98)

1. STATEMENT OF CORPORATION OWNERSHIP

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

In accordance with N.J.S.A. 52:25-24.2, no corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, shall be awarded a contract, unless prior to the receipt of the bid or accompanying the bid of the corporation, partnership, limited partnership, there is submitted to the County a statement setting forth the names and addresses of all stockholders who own 10% or more of the stock, of any class or of all individual partners who own a 10% or greater interest in the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder and individual partner, exceeding the 10% ownership criteria established in this act has been listed. This form shall be signed and submitted with the bid/proposal whether or not a stockholder or partner owns less than 10% of the business submitting the bid. Failure to comply requires mandatory rejection of the bid/proposal.

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 bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of 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, 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, as the case may be. (**SKIP TO PART IV**)

Attach additional sheets if more space is needed

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III

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

If a bidder 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 or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) 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, 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. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business 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 bidder/proposer; that the **COUNTY OF MERCER** 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 MERCER** to notify the **COUNTY OF MERCER** 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 MERCER** to declare any contract(s) resulting from this certification void and unenforceable.

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

**2. COUNTY OF MERCER
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Bidder Name: _____

Part 1: Certification – All Bidders Are To Complete Part 1 By Checking **EITHER BOX**.

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

CHECK THE APPROPRIATE BOX:

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

OR

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

Part 2: Additional Information

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

Part 3: Certification

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the County of Mercer is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the County of Mercer to notify The County of Mercer 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 Mercer and that the County of Mercer at its option may declare any contract(s) resulting from this certification void and unenforceable.

Print Full Name: _____

Signature: _____

Title: _____

Date: _____

3. AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The CONTRACTOR and the County of Mercer 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 hereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the County 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 County in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the County, 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 County grievance procedure, the CONTRACTOR agrees to abide by any decision of the County which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the County or if the County 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 County shall, as soon, 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 proceedings is brought against the County or any of its agents, servants, and employees, the County shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the County or its representatives.

It is expressly agreed and understood that any approval by the County 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 County pursuant to this paragraph.

It is further agreed and understood that the County 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 County from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Initial: _____

4. NON-COLLUSION AFFIDAVIT

State Of New Jersey

County Of Mercer:

I, _____ of the City of _____
Print Clearly

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 of _____

the vendor making the Proposal for the above named project, and that I executed the said proposal with full authority so to do; that said provider 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 Mercer relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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

Print Name of Provider _____

Subscribed and sworn to before me

Provider Signature: _____

This _____ day of _____, 20 ____

Signature of Notary Public: _____

Notary Public of _____

AFFIX SEAL HERE

My Commission expires _____, 20 ____

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

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

CHECK OFF ONLY ONE (1) OF THE FOLLOWING:

Goods and General Service Providers

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

I have submitted a Photostatic copy of the letter for my federally-approved/sanctioned EEO/AA program

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

I have submitted Photostatic copy of my current NJ State Certificate of Employee Information Report (CEIR).

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

I have submitted Photostatic copy of Form AA-302 and a Canceled Check as proof of submission and payment.

Information for Form AA-302 Submission: The successful provider may obtain the Affirmative Action Employee Information Report (AA-302) on the Division website. www.state.nj.us/treasury/contract_compliance

The successful provider(s) must submit the AA-302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

The undersigned provider 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.

5A. Attached 1, 2 or 3 as outlined above:

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

Company: _____

Signature: _____

Print Name: _____ **Title:** _____ **Date:** _____

6. EXHIBIT A (REVISED 4/10)
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

Proposed § 38.25(a)(1) emphasizes an existing obligation that, as a condition of an award of financial assistance under Title I of WIOA, a grant applicant assures that it “has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance.”

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

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

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

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

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

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

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302, electronically provided by the Division and distributed to the public agency through the Division’s website at: https://www.state.nj.us/treasury/contract_compliance/pdf/aa302.pdf

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.**

Initial: _____

7. INSURANCE AND INDEMNIFICATION REQUIREMENTS

If it becomes necessary for the consultant, either as principal or by agent or employee, to enter upon the premises or property of the County, the consultant hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accidents, injuries, damages, or hurt to person or property during the course of the work herein covered and be his/her sole responsibility.

The consultant further covenants and agrees to indemnify and save harmless the County from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any County regulation, ordinance or the laws of the State, or the United States while said work is in progress.

The consultant shall maintain sufficient insurance to protect against all claims under Workers Compensation as statutorily required, General Liability in the amount of \$1,000,000.00 single occurrence and \$2,000,000.00 general aggregate and Automobile Insurance in the amount of \$1,000,000.00 combined single limit. Vendors are responsible to provide updated certificates as policies renew. Depending upon the scope of work and goods or services provided, specific types of insurance may not be required. The Mercer County Division of Insurance and Property Management will make this determination.

In all cases where a Certificate of Insurance is required, the County of Mercer is to be named as an additional insured and named as the certificate holder as follows: "County of Mercer, 640 South Broad Street, P.O. Box 8068 Trenton, NJ 08650-0068". The Certificate shall contain a 30-day notice of cancellation. Additionally, if the program for which your agency is applying provides transportation to consumers and/or clients, the County of Mercer must be named as an additional insured with the agency's automobile insurance.

INDEMNIFICATION AND HOLD HARMLESS CLAUSE

Contractor shall indemnify, defend and save harmless the County from and against any and all loss cost (including attorneys' fees), damages, expenses and liability (including statutory liability and liability under Workers' Compensation Laws) in connection with claims for damages as a result of injury or death of any person or property damage to any property sustained by Contractor or all other persons which arise from or in any manner grow out of any act or negligence on or about the said premises by the Contractor, their partners, agents, employees, customers, invitees, contractors, subcontractors, sub-subcontractors, vendors and the County. This indemnification clause includes any and all claims and costs of same against the County except for the sole negligence of the County pursuant to N.J.S.A. 2A:40A-1. Further, this indemnification clause includes any and all claims and costs of same against the County involving environmental impairment.

WAIVER OF SUBROGATION CLAUSE

Consultant, as a material part of the consideration to be rendered to the County, hereby waives all claims against the County for damages to the goods, wares and merchandise in, upon or about said premises, and consultant will hold the County exempt and harmless from any damage and injury to any such person or to the goods, wares or merchandise of any such person, arising from the use of the premises by the consultant or from failure of the consultant to keep the premises in good condition and repair as herein provided.

Dated and Signed

PLEASE TAKE NOTE OF THE FOLLOWING CHANGE

As you may be aware, there has been a recent change to the ACCORD insurance certificate which precludes placing the number of days for cancellation notification in the lower left-hand box. You may fulfill the requirement for a 30-day notice of cancellation for a County of Mercer contract in any one of the following ways:

1. indicate a 30-day notice of cancellation in the Description of Operations box at the bottom of the certificate
2. indicate a 30-day notice of cancellation on a separate page
3. provide a copy of the cancellation clause from the policy (you do not need to provide a copy of the entire policy, only the page(s) referencing the cancellation clause)

If you need further clarification on this or other insurance certificate issues, please contact the Insurance and Property Management Office at 609-989-6655.

**7A. CHECK LIST FOR CERTIFICATE OF INSURANCE COVERAGE
MUST INCLUDE ALL OF THE FOLLOWING;**

YES

1 **Certificate is Current For The Term Of This Year’s Agreement**

2 **Statutory Workers Compensation:** required

General Liability: including Products Completed Operations coverage for Personal Injury and property Damage of not less than

- 3
 - **One million dollar (\$1,000,000)** for each occurrence and
 - **Two million dollars (\$2,000,000)** annual aggregate.

Comprehensive Automobile: bodily injury and property damage coverage liability of

- 4
 - Not less than **one million (\$1,000,000)** combined single unit.

Auto, Additionally Insured: if the program for which your agency is applying provides transportation to consumers and/or clients, the County of Mercer must be named as an additional insured with the agency’s automobile insurance.

5

Professional Liability (Errors & Omissions): with Limits of

- 6
 - **one million dollars (\$1,000,000)** each wrongful act and
 - **two million-dollar (\$2,000,000)** aggregate

30-day Notice of Cancellation included as per checked box:

- 7 Indicate a 30-day notice of cancellation in the Description of Operations box at the bottom of the certificate
- Indicate a 30-day notice of cancellation on a separate page
- Provide a copy of the cancellation clause from the policy (you do not need to provide a copy of the entire policy, only the page(s) referencing the cancellation clause)

Additionally, Named Insured Phrase EXACTLY AS WRITTEN BELOW:

8 **The County Of Mercer Is An Additional Named Insured With Respect Only To Liability Coverage Afforded by the Policy**

Certificate Holder issued as follows:

Do NOT add any names, “to the attention of”, or department names.

- 9
 - **The County of Mercer**
 - **PO Box 8068**
 - **640 South Broad Street**
 - **Trenton, NJ 08650-0068**

7A. I CERTIFY A COPY OF CERTIFICATE OF INSURANCE IS ATTACHED WITH ALL REQUIRED ITEMS LISTED ABOVE: Yes No

Authorized Signature: _____

8. NEW JERSEY BUSINESS REGISTRATION CERTIFICATES ACCEPTABLE BY THE COUNTY OF MERCER

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


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

TAXPAYER NAME: **TAX REGISTRATION TEST ACCOUNT**
 TAXPAYER IDENTIFICATION#: **970-097-382/500**
 ADDRESS: **847 ROEBLING AVE
 TRENTON NJ 08611**
 EFFECTIVE DATE: **01/01/01**
 FORM-BRC(08-01)

TRADE NAME: **CLIENT REGISTRATION**
 SEQUENCE NUMBER: **0107330**
 ISSUANCE DATE: **07/14/04**

John S. Tully
 Acting Director

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


STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

For Office Use Only:
 20041014112823533

A copy of the NJ Business Registration Certificate is included. Yes No

9. SEXUAL HARASSMENT GUIDELINES
PART 1604 GUIDELINES ON DISCRIMINATION BECAUSE OF SEX

1604.11 Sexual Harassment

(a) Harassment on the basis of sex is a violation of Sec. 703 of Title VII (of the Civil Rights Act of 1964). Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

(b) In determining whether alleged conduct constitutes sexual harassment, The Commission (EEOC) will look at the record as a whole and at the totality of the circumstances, such as the nature of the sexual advances and the context in which the alleged incidents occurred. The determination of the legality of a particular action will be made from the facts, on a case by case basis.

(c) Applying general Title VII principles, an employer, employment agency, joint apprenticeship committee or labor organization (hereinafter collectively referred to as "employer") is responsible for its acts and those of its agents and supervisory employees with respect to sexual harassment regardless of whether the specific acts complained of were authorized or even forbidden by the employer and whether the employer knew or should have known of their occurrence. The Commission will examine the circumstances of the particular employment relationship and the job functions performed by the individual in determining whether an individual in determining whether an individual act in either a supervisory or agency capacity.

(d) With respect to conduct between fellow employees, employer is responsible for acts of sexual harassment in the workplace where the employer (or its agents or supervisory employees) knows or should have known of the conduct, unless it can be show that it took immediate and appropriate corrective action.

(e) An employer may also be responsible for the acts of non-employees, with respect to sexual harassment of employees in the workplace, where the employer (or its agents or supervisory employees) knows or should have known of the conduct and fails to take immediate and appropriate corrective action. In reviewing these cases the Commission will consider the extent of the employer's control and any other legal responsibility, which the employer may have with respect to the conduct of such non-employees.

Initial: _____

10. DISCLOSURE REQUIREMENT FOR "PAY TO PLAY"
P.L. 2005, Chapter 271, Section 3 Reporting
(N.J.S.A. 19:44A – 20.27)

Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year will be required to file an annual disclosure report with ELEC.

At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at www.elec.state.nj.us. If you have any questions please contact ELEC at: 1-888-313-ELEC (Toll free in NJ) or 609-292-8700. An analyst from ELEC's Special Programs Section will assist you.

I CERTIFY THAT I HAVE READ THE ABOVE AND THIS ORGANIZATION IS IN COMPLIANCE

Initial: _____

11. Mercer County One-Stop Career Center Provider Grievance Procedure

As the Grant recipient, the Mercer County Workforce Development Board (WDB) assures that a grievance procedure has been established for the purpose of resolving any complaint and/or grievance filed against the Mercer County One-Stop Career Center in the administration of programs operated and funded under the Workforce Innovation and Opportunity Act of 2014 (WIOA) or WorkFirst New Jersey (WFNJ).

The Mercer County Workforce Development Board has the authority to establish these procedures pursuant to the Workforce Innovation and Opportunity Act of 2014. **Please note this is not the same as the customer grievance process.**

1. FILING THE COMPLAINT

- A. All complaints shall be submitted in writing and shall be made within one (1) year of the alleged occurrence, except for complaints alleging fraud or criminal activity. All complaints involving discrimination shall be submitted in writing within 180 days of the alleged occurrence.
- B. All written complaints shall be submitted to the attention of:

John C. Raines, Deputy Director of Operations – EEO Officer
Mercer County One-Stop Career Center
640 South Broad Street, PO Box 8068
Trenton, New Jersey 08650-0068

2. CONTENTS OF THE COMPLAINT: The written complaint shall contain the following information:

- A. Full name, address and telephone number of the person and/or organization making the complaint.
- B. Full name and address of the person(s), unit of government or other organization against which the complaint is being made.
- C. A clear and concise statement of the facts giving rise to the grievance or complaint. This shall include dates, locations, and names of witnesses pertinent to the alleged violation. Copies of any documents supporting the facts alleged shall be attached to the complaint.
- D. Provisions of the Act or other requirement pursuant to the Act believed to be violated.

3. INFORMAL RESOLUTION PROCEDURE

- A. Upon receipt of a written complaint, the Internal Monitor will send acknowledgment thereof.
- B. The complaint shall be thoroughly reviewed by the Mercer County One-Stop Career Center Deputy Director of Operations or designee. The Internal Monitor or designee shall conduct a fair and impartial investigation, including interviews with the affected party, to determine the facts relative to the complaint to attempt to informally resolve the complaint within thirty (30) business days.
- C. If the Mercer County One-Stop Career Center, Deputy Director of Operations or designee cannot affect an informal resolution to the satisfaction of the complainant, the complainant may request a formal resolution process.

4. FORMAL RESOLUTION PROCEDURE: Upon notification of complainant's dissatisfaction with the informal resolution decision, the Director of the One-Stop Career Center will review the findings. At a minimum, the Director of the Mercer County One-Stop Career Center will provide the vendor/provider/sub-recipient and/or other interested parties with the following:

- A. This hearing shall be held within thirty (30) working days of the receipt of the complaint.
- B. The procedure shall include written notice indicating the date, time, and place of the hearing, the manner in which it shall be conducted, and the specific issues to be decided. Other interested parties may apply for notice. Such other interested party shall be a person or organization potentially affected by the outcome. The notice to the other interested party shall include the same information furnished to the complainant and shall further state whether such interested party may participate in the hearing and, if applicable, the method by which he/she may request such participation.
- C. The complainant shall have the opportunity to withdraw the request for a hearing in writing prior to the hearing.
- D. The complainant shall have the opportunity to be represented by an attorney or other representative of the complainant's choice.
- E. The complainant shall have the opportunity to bring witnesses and documentary evidence.
- F. The complainant shall have records of documents made available, when such records or documents are kept by the One-Stop in the ordinary course of business.
- G. The complainant shall have the opportunity to question any witness or parties.
- H. The complainant shall have the right to assistance by an impartial hearing officer.

5. NOTICE OF LOCAL LEVEL DECISION: The complainant will be informed in writing of the findings of the Director within sixty (60) days of the conclusion of the formal hearing process. This period may be extended with the written consent of all parties for a good cause.

6. APPEALS TO THE STATE: If a complainant receives a decision unsatisfactory to the complainant, the complainant then has the right to request a review of the complaint by the Supervisor of the Monitoring and Compliance Unit - New Jersey Department of Labor and Workforce Development Division of One-Stop Coordination and Support.

NOTE: The complainant must exhaust the remedies at each level prior to making an appeal to the next higher level.

If you wish to file an appeal to the State, the request for review shall be filed within ten (10) days of receipt of the adverse decision. Request for Director’s review shall be sent to:

**Monitoring & Compliance Unit
New Jersey Department of Labor
Division of One-Stop Coordination & Support
P.O. Box 055
Trenton, NJ 08625-0055**

In order to be able to review your grievance adequately, you need to provide all of the information about the grievance to the Supervisor of the Division of One-Stop Coordination and Support, including the following:

- A. Your full name, address and telephone number;
- B. The full name and address of the person or agency against whom your complaint was made;
- C. A clear and concise statement of the facts of your grievance;
- D. The date your grievance was filed with the Mercer County One-Stop Career Center;
- E. The date of the alleged act or occurrence for which the complaint was filed;
- F. The date the written decision was made or the date the decision should have been made;
- G. Any provisions of the Workforce Innovation and Opportunity Act or other Agreements under this law that you believe have been violated;
- H. A statement of other steps you pursued with other government agencies regarding your complaint, if such steps were taken;
- I. A copy of the Internal Monitor’s written decision, if such was given to you.

The Director of the Division of Employment and Training will review or arrange for the review of your complaint and issue you a written response thirty (30) days after receiving your complaint.

If the complaint or grievance is based upon alleged discrimination regarding handicapped status, the complaint/grievance shall be submitted to:

**New Jersey Department of Labor
Office of Monitor Advocate and Affirmative Action Programs
John Fitch Plaza – Room 902B
Trenton, NJ 08625
Attention: Director, Monitor Advocate and EEO Programs**

I have read all of the above information and shall assure compliance with 188(a) and (b) of the Act by abiding by the terms of the grievance/complaint system in place at the Mercer County One-Stop Career Center. A copy of this grievance procedure is included in this contract package:

I certify that I have read the above and this organization shall assure compliance

Name & Title: _____ Date: _____

Organization: _____

**MERCER WDB
RFP DOCUMENT CHECKLIST**

Please initial on the lines below for each document/section attesting to the fact that you have read and/or included the documents with your RFP.

Required With RFP	Read, Signed & Submitted Respondent's Initial
FAILURE TO SUBMIT ANY OF THESE ITEMS IS <u>MANDATORY</u> CAUSE FOR REJECTION OF RFP	
<input checked="" type="checkbox"/> Organization Information page 1	
<input checked="" type="checkbox"/> Attachment A: Program Summary	
<input checked="" type="checkbox"/> Written Narrative 8 pages	
<input checked="" type="checkbox"/> Attachment B: Curriculum	
<input checked="" type="checkbox"/> Attachment C: Timeline of Services	
<input checked="" type="checkbox"/> Attachment D: Statistical Information	
<input checked="" type="checkbox"/> Attachment D2: if new vendor	
<input checked="" type="checkbox"/> Attachment E: Staff Resumes	
<input checked="" type="checkbox"/> Attachment F: Budget Pages PY 2022 Year End Audit or Financial Report	
<input checked="" type="checkbox"/> Attachment 1: Exception -60-Day - Acknowledgement of Receipt of Addenda	
<input checked="" type="checkbox"/> Attachment 2: Government Classification & ETPL Status	
<input checked="" type="checkbox"/> Attachment 3: Board Members	
<input checked="" type="checkbox"/> Attachment 4: Organization Chart	
<input checked="" type="checkbox"/> Attachment 5: 2022 Year End Audit or Financial Report	
<input checked="" type="checkbox"/> Attachment 6: County Assurances and Certifications 1-11	
<input checked="" type="checkbox"/> 1 Ownership Statement -Stockholder Disclosure Certification	
<input checked="" type="checkbox"/> 2 Disclosure of Activities in Iran Form	
<input checked="" type="checkbox"/> 3 Americans With Disability Act of 1990 Language	
<input checked="" type="checkbox"/> 4 Non-Collusion Affidavit	
<input checked="" type="checkbox"/> 5 State Affirmative Action Regulations - Certificate of Employee Information Report (CEIR)	
<input checked="" type="checkbox"/> 6 Required Evidence EEO/Equal Employment Opportunity	
<input checked="" type="checkbox"/> 7 Signed Insurance and Indemnification Requirements	
<input checked="" type="checkbox"/> 7A Certificate of Insurance	
<input checked="" type="checkbox"/> 8 New Jersey Business Registration Certificate – Must be Submitted Prior to Contract Award	
<input checked="" type="checkbox"/> 9 Sexual Harassment Guidelines	
<input checked="" type="checkbox"/> 10 Pay to Play	
<input checked="" type="checkbox"/> 11 Training Provider Grievance Procedure	
<input checked="" type="checkbox"/> Flash Drive with Word Doc of RFP along with Printed Copies	

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

By Authorized Representative:

Name & Title: _____

Signature: _____ Date: _____

DIRECTIONS TO MERCER COUNTY ONE-STOP CAREER CENTER

Parking: There is a pay per hour parking garage on Yard Avenue. Limited metered parking is available on Clinton Avenue and East State Street.

From North or South, via New Jersey Turnpike:

Take the New Jersey Turnpike to Exit 7A. After paying toll, bear to the left and take 1-95 West to Trenton. Keep on 1-95W for approximately 7 miles to 29/129 North. Bear right onto exit 129 North. At 3rd traffic light, turn right at Hamilton Avenue. Turn left at next traffic light, South Clinton Avenue. Continue on Clinton to Yard Avenue, which is on the right, 1 block past the Trenton Train Station and before State Street.

From the North via Route 1:

Take Route 1 South to Trenton. Approximately 1-mile past Quakerbridge Mall, Route 1 will split, stay to the left. Take the Perry Street (right lane) exit. Make a right at the top of the ramp and another right onto Carroll Street; at the end of Carroll, make left onto East State Street. Make right at traffic light onto South Clinton Avenue 26 Yard Avenue is on the left-hand side across from cemetery.

From South, Pennsylvania, via Route 1:

Take Route 1 North and cross the Delaware River via toll bridge (no toll in north direction). Take exit for Route 29 North. Take Route 29 North to the Memorial Drive/Capitol Complex exit. **Follow directions from NJ Turnpike above.**

From South Jersey, via Route I-295:

Take Route I-295 North to Route 29/129 Trenton. **Follow directions from NJ Turnpike above.**

From South Jersey via Route 206:

Take Route 206 North to I-195 West to Route 29/129 Trenton. **Follow direction from NJ Turnpike above.**

From Route 130 North or South:

From Route 130 and take I-195 West to Trenton. **Follow directions from NJ Turnpike above.**

From Pennsylvania, via Route I-95 North to Route 29 South:

Take Route I-95 North, cross the Delaware River and take exit 1A, first exit on NJ side, to Route 29 South. Follow ramp to stop sign, stay to the left and merge onto Route 29. Stay on Route 29 South and after passing Calhoun Street Bridge get into left lane to exit at Market Street. Follow Market Street through 5 traffic lights. Get into the right lane and after you go under the Route 1 overpass, bear to the extreme right. Go around the exit ramp and get in middle or right lane. Go straight through the intersection at traffic light. Get into the left lane and at the next light, South Clinton Avenue, turn left. Yard Avenue is the next street on the right.

NJ Transit and Light Rail:

The Mercer County One-Stop Career Center is 2 blocks from the Trenton Train Station and the Riverline Light Rail Line.

Mercer County One-Stop is served by the NJ Transit Bus's listed below:

- Bus Numbers **409 & 418:** Trenton, Willingboro, and Philadelphia via Rt 130
- Bus Numbers **601, 606, 608, 609:** Capital Connection
- Bus Number **600:** Trenton Plainsboro (US 1 Corridor)
- Bus Number **601:** College of New Jersey, Trenton, and Hamilton Market Place
- Bus Number **604:** East Trenton, Trenton Rail Station
- Bus Number **606:** Princeton Mercerville, Hamilton Marketplace
- Bus Number **608:** Hamilton, West Trenton
- Bus Number **609:** Ewing, Quaker Bridge Mall, and Mercer County Community College
- Bus Number **611:** Trenton, Perry Street Shuttle