



COUNTY OF PASSAIC  
 PROCUREMENT CENTER  
 Michael Marinello, Purchasing Agent QPA, CCPO  
**Request for Proposal Competitive Contracting**

**BID #RFP-19-014**

**NAME OF BIDDER:** \_\_\_\_\_  
**CONTRACT PERIOD:** July 1, 2019 to June 30, 2020 with two one-year option to renew as per the County of Passaic

The County of Passaic is inviting qualified vendors to submit PROPOSALS FOR:

**Re-Bid Programs for Out-of-School Youth Funded Under Workforce Innovation and Opportunity Act (WIOA) Program Year 2019**

**RECEIPT OF BIDS:**

This bid is to be received at 10:30 am (prevailing time) **Wednesday April 24, 2019** by the County of Passaic Procurement Center, located at 495 River Street, Paterson, New Jersey 07524. **NO BID PROPOSAL SHALL BE RECEIVED IN PERSON OR BY MAIL AFTER THE HOUR DESIGNATED.**

**BID DOCUMENT CHECKLIST**

This form is provided for the bidder's use in assuring compliance with all the required documents to be submitted with this bid proposal. Failure to submit these documents could be cause for rejection of this bid proposal. All signatures and seals, where required, must be original signatures and seals.

Required by the County of Passaic	Document	Read, Sign and Submit
X	Stockholder Disclosure Certification <b>(Exhibit I)</b>	
X	Non-Collusion Affidavit <b>(Exhibit II)</b>	
	Bid Guarantee (10% Bid Bond, Certified Check, or Cashier Check) <b>(Exhibit III)</b>	
	Consent of Surety <b>(Exhibit IV)</b>	
X	Disclosure of Investment Activities in Iran <b>(Exhibit V)</b>	
X	Last Page Signature <b>(Exhibit VI)</b>	
	Public Works Registration Certificate	
X	State of NJ Business Registration Certificate. <b>A Business Registration Certificate is required for all bidders, except non-profit organizations and other government agencies. They must provide proof of non-profit status.</b>	

**NOTE: Bid Document return envelopes MUST CLEARLY IDENTIFY THE BID NAME, BID NUMBER AND BID OPENING DATE ON THE EXTERIOR OF THE COMMON CARRIER OR COMPANY MAILING ENVELOPE.**

**COUNTY OF PASSAIC  
NOTICE TO BIDDERS**

Notice is hereby given that sealed bids will be received on **Wednesday April 24, 2019** at 10:30 am (prevailing time) in the Passaic County Procurement Center, located at 495 River St, 2<sup>nd</sup> Fl, Paterson, NJ 07524 for the following:

**Re-Bid Programs for Out-of-School Youth Funded Under Workforce Innovation and Opportunity Act (WIOA) Program Year 2019**

Bid specifications are available by download via our website [www.passaiccountynj.org](http://www.passaiccountynj.org). If you experience difficulty downloading a bid, please email [bidrequest@passaiccountynj.org](mailto:bidrequest@passaiccountynj.org) and provide your full contact information including US mail address and fax number and a proposal can be emailed.

All proposals must be submitted on the forms supplied, in paper format with all original signatures, along with (4) paper copies plus 1 on CD or USB Flash Drive.

Proposals must be received either in person at the hour designated in this advertisement or previous thereto to the PASSAIC COUNTY PROCUREMENT CENTER. NO LATE PROPOSALS OR BIDS WILL BE ACCEPTED.

The proposal must be accompanied by all documents required by the conditions and specifications for submitting a proposal. Bidders are required to comply with the requirement of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-5.2.

The Board of Chosen Freeholders of the County of Passaic reserves the right to consider the bids for sixty (60) days after the receipt thereof and further reserves the right to reject any and all bids, waive informalities, and make such awards or take action as may be in the best interest of the County.

For bidders future reference, copies of Notice to Bidders can be also received via email alerts. Please visit Passaic County's website at [www.passaiccountynj.org](http://www.passaiccountynj.org) and click "RECEIVE NOTIFICATIONS."

A pre-proposal meeting will be held **Tuesday April 9, 2019 at 11:00 am** at the Passaic County One Stop Career Center/Passaic County Workforce Development Center, 200 Memorial Drive, Paterson, NJ 07505. All interested parties are strongly urged to attend

Michael Marinello QPA, CCPO, Purchasing Agent  
(973) 247-3300 [michaelm@passaiccountynj.org](mailto:michaelm@passaiccountynj.org)

**NON-COLLUSION AFFIDAVIT EXHIBIT II:**

The proposer must submit a signed non-collusion affidavit, which is attached to each proposal, and must be notarized.

**BID SECURITY GUARANTEE:** If required as marked on Cover Page: The proposal, when submitted, shall be accompanied by a bid security guarantee in the form of a certified check, cashier's check or Bid bond utilizing our form, **Exhibit III** attached, made payable to the County of Passaic Treasurer, in the sum of not less than ten percent (10%) of the amount of the proposal, except that the amount of the check or bid bond need not exceed \$20,000.00 Pursuant to N.J.S.A. 40A 11-21.

The surety company providing the Bid Bond, if required with this bid proposal, consent of surety and the performance bond must, be authorized pursuant to the New Jersey Statutes to carry on business in the State of New Jersey as specified in N.J.S.A. 17:171 (G) and must have Best's Rating of B+ or better and a Best's Financial Size Category of VII or larger, the minimum ratings and the financial size categories are those listed for the Surety Company in the most current issues of Best's Hey rating Guide, Property-Casualty, published by the A.M. Best Company, Oldwick, New Jersey.

**RETURN OF BID SECURITY:**

N.J. S.A. 40A: 11-24 provides for the return of deposits as follows: All bid security, shall be returned, unless otherwise requested by the proposal, within ten (10) days after the opening of the bids, Sundays and Holidays excluded, and the proposals of such bidders shall be considered as withdrawn. Within three (3) days, Sundays and Holidays excluded, after the awarding and signing of the contract and the approval of the contractor's performance bond, the bid proposal security of the remaining unsuccessful bidders shall be returned to them.

**CERTIFICATE OF SURETY:**

If required as marked on Cover Page: Pursuant to N.J.S.A. 40A: 11-22, the proposal must be accompanied by a certificate from a surety company duly authorized to do business in this State and satisfactory to the Board of Chosen Freeholders of the County of Passaic, stating that such surety company will provide the proposal with the guaranty performance bond or other security required as a guarantee indemnification, required in the specifications, conditioned upon the faithful performance of any and all provisions of the Contract, utilizing our form, **Exhibit IV** attached. **For Merchandise only, this certificate will be required if the total bid submitted is more than \$125,000.00.** In all cases, Service, Maintenance and Installation Contracts shall require a certification of surety,

**PERFORMANCE BOND:**

The successful bidder shall, **when applicable**, simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred (100%) of the acceptable bid proposal as security for the faithful performance of this contract, **On** Multi-Year contracts, the Performance Bond may be resubmitted each year on the Contract Anniversary Date for the amount remaining on the contract. Submission of Performance Bond, if required for this bid proposal, is a condition precedent to a contract award. After receipt of such a performance bond and other submission required by the bid proposal specifications, the bid proposal will be accepted and a signed contract and a purchase order will be forwarded to the successful bidder.

**AFFIRMATIVE ACTION STATEMENT:**

The Provisions of Chapter 127, Public Laws of 1975, (N.J.A.C. 17-27) are applicable to this contract. Proposers are required to familiarize themselves and comply with the requirements of the State of N.J. statutes. See **Exhibit A** for Goods, Professional Services and General Service Contracts. See **Exhibit B** for Construction Contracts.

**REQUIRED AFFIRMATIVE ACTION EVIDENCE:** All successful vendors must submit within seven (7) days of the notice of intent to award or the signing of the contract, one of the following:

1. A photocopy of their Federal Letter of Affirmative Action Plan Approval or
2. A photocopy of their Certificate of Employee Information Report or
3. A completed Affirmative Action Employee Information Report (AA302).

### **STATE OF NJ BUSINESS CERTIFICATE:**

Each bidder (contractor) is required to submit proof of business registration prior to award of contract. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

1. The contractor shall obtain and provide the owner the BRC of subcontractors knowingly used on this contract.
2. The contractor shall maintain and submit to the contracting agency a list of subcontractor's and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods and services rendered under the contract.
3. During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all taxable sales of tangible personal property delivered into the State.

Failure to submit the BRC with the bid is *NOT* a cause for rejection. However, the County prefers the BRC be submitted with the bid response. If it is not provided prior to execution of a contract the bidder's bid guarantee shall be forfeited and the contract shall be awarded to the next lowest responsible bidder.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25.00 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency.

A BRC is obtained from the New Jersey Division of Revenue and Enterprise Services.

Information on obtaining a BRC is available on the internet at [www.nj.gov/treasury/revenue/busregcert.shtml](http://www.nj.gov/treasury/revenue/busregcert.shtml) or by phone at (609) 292-2929.

### **FORM W-9**

Please complete, sign and include with your bid response Form W-9 Request for Taxpayer Identification Number and Certification. Web-link: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

### **SIGNING OF CONTRACT:**

After an award of a contract by the Board of Chosen Freeholders, the successful proposer will be required to return an executed contract within ten (10) calendar days of physically receiving the contract for execution.

### **RIGHT-TO-KNOW -M.S.D.S. AND LABELING REQUIREMENTS:**

Per N.J.S.A. 34:5A-1 ET Seq. (Workers and Community Right to Know Act), the State Department of Health has adopted a Workplace Hazardous Substance List (N.J.A.C. 8:59-9), which includes substances that could pose a threat to the health and safety of employees. Therefore, **where applicable**, under the provisions of N.J.A.C. 8:59-7, each proposer must furnish the County of Passaic a "Materials Safety Data Sheet" for each product they supply the County of Passaic which contains a substance listed on the Hazardous Substance List (N.J.A.C. 8:59-9). The County of Passaic request that a copy of the applicable Material Safety Data Sheet be forwarded with the delivery of a product to the appropriate County Department, or the County warehouse. Furthermore, under the provisions of N.J.A.C. 8:59-5, each product shall have a label affixed or stenciled onto any container that contains such substance and is going to be supplied to the County of Passaic.

### **INSURANCE:**

Unless otherwise agreed in writing by the County, the contractor shall maintain such insurance as will protect him from all claims under Worker's Compensation Acts; General Liability Insurance protecting him from any other claims for damage for personal injury, including death, which may arise from operations under this contract, whether such operations are by himself or by any sub-contractor or anyone directly or indirectly employed by either of them, and property damage. Guarantees of such insurance shall be in the amount of \$1,000,000.00 and filed with the County if it requires, and shall be subject to it's approval for adequacy of protection.

The Contractor shall carry Business automobile Liability Insurance covering any owned auto (symbol 1) in limits not less than \$500,000.00 bodily injury liability each person, \$1,000,000.00 each occurrence and a \$500,000.00 property damage liability or \$1,000,000.00 combined single limit. If coverage is provided under simplified auto forms, the County of Passaic is to be named as an additional insured as respects the acts of the Contractor.

The Contractor shall furnish a certificate of insurance for both Worker's Compensation and Auto Insurance. The certificate will state that insurers will provide the County of Passaic with not less than 30 days notice of termination of coverage.

In the event the Contractor shall cause his insurance coverage to lapse, the Contractor shall immediately notify the County of Passaic of such occurrence. In addition, the insurance policy additional named insured provision, **naming the County as an additional insured on same** shall contain language regarding the insurer to provide timely notification to the County about lapse in coverage. **The Contractor shall also agree to indemnify and hold harmless the County for all claims, cost and judgments arising out of the allegations of negligence, errors, omissions, or allegations otherwise sounding in tort while performing within the scope of this agreement, to include but not limited to the actions of any subcontractors or suppliers.**

#### **SUBCONTRACTING:**

The holder of the contract shall not sub-contract any part of the contract without prior written permission of the County of Passaic.

#### **PUBLIC DISCLOSURE REQUIREMENTS:**

The provisions of Chapter 33, Public Laws of 1977 (N.J.S.A. 52:25-24.2). (the notice of 10% ownership interest) are applicable to this contract. Bidders are required to familiarize themselves and comply with the requirements of the statutes. Failure to supply this information before or with your bid proposal shall be cause to reject the bid.

#### **COMPETITIVE CONTRACT AWARD:**

The original proposal must be submitted in its entirety, completed as detailed. A copy is to be retained by the bidder. Contract (s) of purchase shall be awarded by the Board of Chosen Freeholders, County of Passaic, after a review of the proposals. Interest and late fees will not be paid regardless of language provided by the bidder. The methodology for the awarding of competitive contracts shall be based on an evaluation and ranking which shall include technical, management and cost related criteria, and include a weighting of criteria, all developed in a way that is intended to meet the specific need of the County. Each component can be broken into subparts and a weight assigned accordingly. The weighting or scoring of methodology is only disseminated at the opening of the proposals. Proposals, which show any omission, irregularity, alteration of forms, additions not called for, conditions, or unconditionally unresponsive proposals, obviously unbalanced, shall be rejected. This proposal is irrevocable by the subscriber, or his, their or it's personal or legal representative- This proposal, if awarded there under, is made to the subscriber by the Board of Chosen Freeholders of the County of Passaic, and if accepted by the County of Passaic in writing after such award, shall bind the subscriber his, their, or its heirs, executors, administrators or successors.

Assignment to any third party of any monies due or to grow due the bidder or any contract based on this bid proposal is absolutely prohibited and will not be recognized by the County. Should any such assignment of monies be filed with the County of Passaic, the County reserves the right thereafter to refuse all bids from the bidder violating this provision.

The County of Passaic reserves the right to reject the bid proposal of any bidder who has previously been disqualified or whose contract has been terminated or who has otherwise failed to comply with the terms of any public contract, including contracts with the County of Passaic.

#### **DOMESTIC PRODUCTS:**

American goods and products are to be used where possible or wherever available, as per County of Passaic Resolution dated April 20,1983, "Buy American", pursuant to the provisions of N.J.S.A. 40A] 1-18.

#### **UNIT PRICES:**

Bidders submitting more than one (1) unit price per item and submitting more items than requested in the specification shall have their bid proposal rejected as conditional. All unit prices are to be net. No discounts, any

trade or other discounts are to be included in one net unit price. If the quantity requested in the specifications is one, that price will be considered the unit price if additional quantities are purchased subsequent to the initial award. The prices are for the items delivered to the institutions and departments, and/or services rendered. The County of Passaic reserves the right to correct any arithmetical or typographical errors in the extensions of the unit price, and the corrected extensions will then be totaled. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail.

**QUALITY AND BRAND:**

All supplies bid upon are to be as per brand or brands submitted as "equal" or better. Bidders must submit BRAND as well as unit price and total on each item bid upon. In the event the bid is based upon "equal," complete specifications must be attached to the bid, and samples may be requested whenever applicable.

Damaged merchandise will not be acceptable. In case of failure to furnish any or A of the articles herein specified in accordance with said advertisement and this proposal and bid and the agreement affected thereby, the County of Passaic may purchase said articles elsewhere and deduct the cost from the account of the successful bidder.

**COUNTY RECYCLING PROGRAM:**

To emphasize and reinforce the social, economic and environmental importance of recycling and source reduction, the County of Passaic has instituted an official policy, which favors the purchase of recycled products and the environment for prudent product use.

It is an ongoing objective of the County of Passaic to continue research and development in the area of recycled product purchases and to evaluate purchasing practices and waste reduction guidelines on a continuing basis to remain current with new technology, products and techniques.

The County of Passaic has made a strong commitment to reduce waste whenever possible. All vendors servicing the County will be expected to decrease the amount of packaging materials used and to use recyclable or reusable packaging.

**DELIVERY:**

All articles shall be delivered to all Departments and Institutions specified with all charged prepaid, (F.O.B. Destination) in such quantities as ordered by the County of Passaic, which may be greater or lesser in amount than herein specified, and if no specific time for delivery is included by the County of Passaic when the order is given, then such goods must be delivered immediately. No additional charges will be allowed for any transportation cost resulting from partial shipments made at the vendor's convenience. Any and all travel costs are the responsibility of the bidder.

**GUARANTY/WARRANTY:**

The bidder hereby certifies that the equipment offered is standard new equipment, the latest model or regular stock product, with parts regularly used for the type of equipment offered, that such parts are in production and none likely to be discontinued. All new equipment is to be unconditionally guaranteed for a period of one year from the time of delivery unless specified otherwise. And that all warranties expressed or implied are passed through by the manufacturer of the equipment.

The bidder further warrants that these products are free from defects in material and workmanship and during the warranty period will repair any defect in material or workmanship.

**TERMINATION:**

In the event that the Contractor shall fail to comply with any of the conditions herein provided, and as covered by the Contract, the Purchasing Director shall notify the Contractor of such failure or default and demand that the same be remedied within five (5) days. In the event of the failure of the Contractor to remedy the same within said period, the Purchasing Director shall take steps to terminate the contract, and the performance bond shall be forfeited.

**QUANTITY:**

It is understood that the quantities listed are estimated quantities based upon both previous consumption and estimated consumption for the present contract, and they will control in the awarding of the contract. However, the County of Passaic reserves the right to decrease in any amount the quantities herein specified, because estimates are supplied by the institutions and departments, and lead time may make certain requests obsolete and unnecessary during the contract period. The County of Passaic reserves the right to increase up to twenty percent (20%) the quantities herein specified. Furthermore, the actual orders may be greatly decreased in quantity for any and all items on the bid proposal form, and some items may not be ordered at all.

**PURCHASE ORDER:**

A Purchase Order must be issued by Passaic County prior to the commencement of any work or delivery of any product.

**LIQUIDATED DAMAGES:**

If any of the terms and conditions of the contract are violated or if there is a failure to perform the contract in accordance with its terms and conditions including but not limited to the delivery requirements, the County of Passaic shall be entitled to liquidated damages. If the vendor fails to deliver the equipment, supplies or services as specified in the bid proposal, the County of Passaic is entitled to \$150.00 per day as liquidated damages, and not as a penalty.

**TAXES:**

The County of Passaic is exempt from any State sales tax or Federal excise tax.

**ANTI-KICKBACK ACT:**

The bidder shall comply with the applicable regulation of the Secretary of Labor, United States Department of Labor, and pursuant to the so-called "Anti-kickback Act", of June 13, 1934 (48 Stat. 863: Title 18 U.S.C., Sec. 874, and Title 40 U.S.C, Section 276 c) and any amendment or modifications thereof, and shall cause appropriate provisions to be inserted in Sub-Contracts to insure compliance therewith by all sub-contractors.

By submission of this proposal, the bidder certifies that the merchandise to be furnished will not infringe upon any valid patent or trademark and the successful bidder shall, at this own expense, defend any and all actions or suits charging such infringement, and will save the County harmless in any case of any such infringement.

No vendor shall influence, or attempt to influence or cause to be influenced any County officer or employee to use his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

As November 1986, all New Jersey Governmental Agencies are mandated to comply with Public Employment Occupations Safety and Health Act legislation, which closely adheres to the Federal Occupational Safety and Health Act of 1970, requiring compliance with safety standards thereof. As of this date, all equipment owned and operated by the County of Passaic shall meet the established standards with the County of Passaic for a period of five (5) years for filing false information or for failing to file information required under this Act. The County of Passaic may, at its discretion, require correction and remediation of violations of the standards listed in section 3.b prior to renewing commerce with the contractor. The County of Passaic may require further proof of compliance with the Standards listed in Section 3.H upon request, the contractor or subcontractor will make all relevant records available to the County of Passaic or its designee.

**P.L. 2012, c.25**

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. The Disclosure of Investment Activities in Iran certificate (**Exhibit V**) must be completed and signed.

COUNTY OF PASSAIC  
ADMINISTRATION BUILDING  
401 GRAND STREET  
PATERSON, NJ 07505



**PROGRAMS FOR OUT-OF-SCHOOL YOUTH  
FUNDED UNDER  
WORKFORCE INNOVATION AND  
OPPORTUNITY ACT (WIOA)**

**Program Year 2019**

**Passaic County One-Stop Career Center  
Workforce Development Board of Passaic County**

A proud partner of the  **americanjobcenter** network

Public-Private Partnerships under the auspices of the  
Passaic County Board of Chosen Freeholders

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## Section 1 – Proposal Guidelines

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### A. Purpose

The purpose of this Request for Proposals (RFP) is to solicit proposals for the provision of services for **Out-of-School Youth** under the Workforce Innovation and Opportunity Act (WIOA) of 2014. The purpose of these services is “strengthen the United States workforce development system through innovation in, and alignment and improvement of, employment, training, and education programs in the United States, and to promote individual and national economic growth” and “provide youth workforce investment activities identified based on the criteria in the State plan (including such quality criteria as the Governor shall establish for a training program that leads to a recognized postsecondary credential), and taking into consideration the ability of the providers to meet performance accountability measures based on primary indicators of performance for the youth program as described in section 116(b)(2)(A)(ii), as described in section 102(b)(2)(D)(i)(V), and shall conduct oversight with respect to such providers.”

Programs funded through this solicitation will provide workforce development activities that improve the quality of the workforce, reduce welfare dependency, and increase participant’s employment, earnings, job retention, and occupational skill attainment.

The purpose of this solicitation is to identify and fund organizations that will design innovative programming and comprehensive services that result in the achievement of academic and employment success for Out-of-School Youth, ages 16-24.

### B. Eligible Organizations

Eligible organizations may fall within any of the following categories:

1. *Private Entity*: Any organization, for profit or not-for-profit, which is not a political subdivision of the State, County or local government. This includes Sole Proprietorships, Partnerships, Corporations and/or Limited Liability Corporations as well as charitable organizations such as Community-Based-Organizations and Faith-Based-Organizations and entities that retain 501(c) (3) status with the State of New Jersey.
2. *Non-sectarian, public educational institutions* such as: 2-4 year colleges, Proprietary, Post-Secondary and/or Local Education Agencies.
3. *Political subdivisions*: Units of State, County or local government provided for in State laws, which have the power to levy taxes and spend funds and which also have general corporate and police powers.
4. *Collaborations*: Applications from collaborative groups involving multiple agencies or consortiums or subcontract arrangements for various services or target populations will be strongly considered, provided that the lead organization has the appropriate subcontracts. These subcontracts must minimally include: the roles and responsibilities of the subcontractor, performance and outcome measures consistent with the lead organization, and detail of the financial agreement based on performance and system measures.

**Note: Minority and women-owned businesses are encouraged to apply.**

### **C. Federal and State Compliance Requirements**

In accordance with the Federal Fiscal Accountability Transparency Act (FFATA), all grant recipients must have a valid DUNS number and must also be registered with the Federal Contract Registry System for Award Management or SAM (formerly known as Central Contractor Registration-CCR) database. DUNS numbers are issued by Dun and Bradstreet and are available for free to all entities required to register under FFATA. Furthermore, all entities are required to be registered on the NJ Eligible Training Provider List (ETPL).

- To obtain a DUNS number, go to <http://fedgov.dnb.com/webform/index.jsp>
- To register with the SAM database, go to [www.sam.gov](http://www.sam.gov)
- To register on the ETPL go to <http://www.njtopps.com/VendorFaqs.aspx>

Applicants are required to submit their DUNS number and expiration date of their SAM registration as part of the proposal and must certify that they will ensure that their CCR registration will remain active for the entire grant period. No award may be made to an applicant not in compliance with FFATA.

All providers must be in compliance with and aware of the most recent New Jersey “Pay-to-Play” legislation. Additional information and updates can be found at [http://www.nj.gov/state//dos\\_pay\\_to\\_play.html](http://www.nj.gov/state//dos_pay_to_play.html).

### **D. Technical Assistance Documents**

Technical assistance documents are available, including but not limited to: New Jersey Department of Labor and Workforce Development, [www.nj.gov/labor/](http://www.nj.gov/labor/); Workforce Innovation and Opportunity Act of 2014 (WIOA), <https://www.doleta.gov/wioa/>; Workforce Innovation and Opportunity Act Youth Program Elements Technical Assistance Guide, NJLWD 2017; Passaic County Workforce Development Board’s 2017-2021 Strategic Plan, <http://wdbpc.org/>; Common Measures Policy, Training and Employment Guidance Letter 10-16, Change 1, <https://wdr.doleta.gov/directives/corr/>; National Reporting System for Adult Education (NRS), [www.nrsweb.org](http://www.nrsweb.org); NJWIN 10-17 (A), Eligible Training Provider List Procedures and NJ OMB Circular 15-08, <http://www.state.nj.us/infobank/circular/circindx.htm>.

A pre-proposal, technical assistance conference will be held to outline this solicitation. All interested parties are strongly encouraged to attend the meeting.

### **E. Period of Performance**

Project proposals submitted will be considered for implementation as appropriate for services proposed and will not exceed one year. The Passaic County Board of Chosen Freeholders, subject to State and Federal policies, performance and the availability of funds, reserves the right to award contracts for up to twelve (12) months with two, one-year options to renew.

The contract period for this RFP is from **July 1, 2019 to June 30, 2020**. Proposals will be reviewed and funds awarded under the competitive contracting methodology required by the Local Public Contracts Law (P.L. 1999, C. 440).

### **F. Availability of Funding**

**ALL AWARDS WILL BE CONTINGENT UPON FUNDING AVAILABILITY**

All contracts awarded pursuant to this RFP shall be subject to the availability and appropriation of funds. The Passaic County Workforce Development Center/Passaic County One Stop Career Center, under the direction of the Workforce Development Board of Passaic County, reserves the right to adjust program offers consistent with available funding levels. The Passaic County Board of Chosen Freeholders will approve the awards of contracts for programs and services.

The Passaic County Workforce Development Center reserves the right to conduct an interview with all potential service providers prior to the award of contracts.

No dollars under this contract may be used for purposes other than employment and to-work related activities. These funds may not be used to supplement nor supplant dollars and services funded through other efforts.

Selection of approved eligible providers will be made based upon a determination that is consistent with the requirements of the funding sources in meeting required performance goals, administrative capabilities, experience and past performance, allowable costs and expected outcomes.

Proposers are strongly encouraged to coordinate, form partnerships and leverage resources to successfully implement programs and maximize available funds.

#### **G. Limitations on Solicitation of Proposals**

1. Passaic County Board of Chosen Freeholders reserves the right to approve contract awards based on the funding allocation and performance requirements of the New Jersey Department of Labor and Workforce Development and the U.S. Department of Labor.
2. This solicitation does not commit the Passaic County Board of Chosen Freeholders, or its agents to approve the awarding of a contract or to pay costs incurred by the Respondent in the preparation of a response to this RFP.
3. The Passaic County Board of Chosen Freeholders reserves the right to reject any or all proposals, to waive any formalities in the proposal, to accept or reject any item in the proposal, or to approve the purchase of any level of service deemed in the best interest of Passaic County Board of Chosen Freeholders to do so. The Passaic County Board of Chosen Freeholders reserves the right to cancel in part, or in its entirety, this Request for Proposals if it deems that it is in its best interest to do so.
4. Proposals must adhere to the format established in this request. Format, clarity, legibility and completeness are essential. This document includes directions that should be utilized when completing the proposal package.
5. Proposals must include all requested information and cannot refer to prior or other submissions. Each proposal must be complete and must respond to all questions and requirements.
6. Submission of a proposal does not guarantee its acceptance. Acceptance of a proposal does not guarantee its funding. Funding is contingent upon the level of available resources granted to the area.

#### **H. WIOA Required Youth Program Elements**

##### **1. Program Elements**

Under WIOA, the framework for comprehensive youth services consists of fourteen program elements that focus on four major themes:

- improving educational achievement

- preparing for and succeeding in employment
- supporting youth through adult mentoring, guidance and counseling
- offering services intended to develop the potential of youth as citizens and leaders

WIOA moves the workforce development system away from short-term interventions by emphasizing the long-term development of youth through a systematic approach that offers a broad range of coordinated services. Programs must reflect an age continuum of services that plans for the needs of youth as they move through the workforce development system. In total, youth activities must provide a menu of services that may be provided in combination or alone at different stages of the youth's development. Priority will be given to those programs that demonstrate coordinated comprehensive youth services.

The delivery of youth services in Passaic County must include a variety of the **fourteen required program elements** as described in WIOA section 129 (c) (2) and included below. These program elements are designed to address the obstacles facing youth who lack appropriate resources to meet their workforce needs.

A proposer is not required to offer all of the 14 program elements. If a proposer does not directly provide any of the elements, it should demonstrate the ability to link youth to providers of such services and must attach a formal agreement linking services.

1. Tutoring, study skills training, instruction and evidence-based instruction 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;
2. Alternative secondary school services, or dropout recovery services, as appropriate;
3. Paid or unpaid work experiences that have as a component academic or occupational education, which may include: summer employment opportunities and other employment opportunities available through the school year; pre-apprenticeship programs; internships and job shadowing; and on-the-job training opportunities.
4. Occupational skill 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 involved;
5. Education offered concurrently with and in the same context as workforce preparation activities 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;
8. Adult mentoring for a 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; and
10. Comprehensive guidance and counseling, which may include drug, alcohol abuse counseling and referral, as appropriate;
11. Financial literacy education;
12. Entrepreneurial skills training;
13. 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;
14. Activities that help youth prepare for and transition to postsecondary training education and training.

Programs funded by sources other than WIOA may be included in the program mix and will be viewed as an in-kind contribution to the youth service offerings. The overall goal is to maximize the youth's access to all program elements and workforce investment opportunities. These opportunities do not need to be fully realized under this solicitation, rather they should be included as part of the entire workplace preparation strategy for the youth. Youth may participate in more than one of the fourteen required program elements and all youth must receive a minimum of twelve months of follow-up services.

The law stipulates three program design features for funded youth activities:

1. Provide an objective assessment of the academic levels, skill levels, and service needs of each participant, which assessment shall include a review of basic skills, occupational skills, prior work experience, employability, interests, aptitudes (including interests and aptitudes for nontraditional jobs), supportive service needs, and developmental needs of such participant, except that a new assessment of participants is not required if the provider carrying out such a program determines it is appropriate to use a recent assessment of the participant conducted pursuant to another education or training program.
2. Develop service strategies for each participant that shall identify an employment goal (including, in appropriate circumstances, nontraditional employment), appropriate achievement objectives, and appropriate services for the participant taking into account the assessment conducted pursuant to subparagraph (A), except that a new service strategy for a participant is not required if the provider carrying out such a program determines it is appropriate to use a recent service strategy developed for the participant under another education or training program; and
3. Provide: activities leading to the attainment of a secondary school diploma or its recognized equivalent, or a recognized postsecondary credential; preparation for post-secondary educational opportunities, in appropriate cases; strong linkages between academic and occupational learning; preparation for unsubsidized employment opportunities, in appropriate cases; and effective connections to intermediaries with strong links to the job market and local and regional employers

NOTE: The PCWDC intends to satisfy the requirements for objective assessment and the development of service strategies. A new assessment is not necessary if there is a recent assessment of the youth developed by another education or training program, however, objective assessments must include all elements as specified in the law.

All enrollees must satisfy the requirements of the law, however, the Youth Standing Committee of the Workforce Development Board of Passaic County has targeted disengaged youth, particularly juvenile offenders, disabled and school dropouts.

## **2. Career Pathways**

WIOA places a strong emphasis on Career Pathways as defined as, "a combination of rigorous and high quality education, training and other services" that:

- Aligns with the skill needs of industries in the economy of the State or regional economy involved;
- Prepares an individual to be successful in any of a full range of secondary or postsecondary education options;
- Includes counseling to support an individual in achieving the individual's education and career goals;
- Includes, as appropriate, education offered concurrently with and in the same context as workforce

- preparation activities and training for a specific occupation or occupational cluster;
- Organizes education, training and other services to meet particular needs of an individual in a manner that accelerates the education and career advancement of the individual to the extent practicable;
- Enables an individual to attain secondary school diploma or its recognized equivalent, and at least one recognized postsecondary credential; and
- Helps an individual enter or advance within a specific occupation or occupational cluster.

### 3. Scope of Service

All youth must meet the WIOA eligibility criteria as determined by the Passaic County One Stop Career Center or its agent. Occupational training programs must be skills-based, result in attainment of a credential or certificate and must be designed to prepare youth for employment in high demand occupations in industry clusters that provide self-sufficient wages. Youth who are basic skills deficient must be provided academic services to assist in skills gains. Any out-of-school youth who does not possess a high school diploma or equivalent must be provided GED or equivalent preparation. Basic skills instruction and/or GED preparation may run prior to or concurrently with occupational skills training. Work readiness skills must be provided to help prepare youth for work with training in workplace behaviors, attitudes and pre-employment competencies.

#### H. WIOA Out-of-School Youth Eligibility

Funds awarded through this solicitation will be used for eligible out-of-school youth as described: individuals eligible for services must meet the general WIOA eligibility criteria; be authorized to work in the United States; if applicable, be registered with Selective Service.

A. 16-24 years old and **not** attending school

B. Fall within one or more of the following categories:

1. Individual with a disability
2. School dropout
3. Has not attended school for at least the most recent complete school year calendar quarter
4. A high school graduate who is basic skills deficient; or an English language learner
5. Offender
6. Homeless, runaway, or foster child
7. Pregnant or parenting
8. A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment

Note: Credentials may only be awarded by Approved Awarding Institutions, which include:

- A state educational agency, or a state agency responsible for administering vocational and technical education within a state
- An institution of higher education (including community colleges)
- A professional, industry or employer organization or a product manufacturer or developer
- A registered apprenticeship program
- A public regulatory agency (e.g. FAA aviation mechanic certification)
- A program approved by DVA (Veteran's Affairs) to offer education and training to veterans and other eligible persons under the Montgomery GI Bill
- Office of Job Corps
- Institutions of higher education which are formally controlled, or formally sanctioned or chartered by the governing body of an Indian tribe(s)

## I. WIOA Performance Measures

Performance Measure	Definition
Youth Placement in Employment/Education	The percentage of youth who are in education/training activities or in unsubsidized employment in the 2 <sup>nd</sup> quarter after exit
Youth Retention in Employment/Education	The percentage of youth who are in education/training activities or in unsubsidized employment in the 4 <sup>th</sup> quarter after exit
Median Earnings	The median average earnings of youth who are in unsubsidized employment in the 2 <sup>nd</sup> quarter after exit
Credential Attainment	The percentage of youth who obtain a recognized post-secondary credential or a secondary school diploma/High School Equivalency during participation or within 1 year after exit
Skills Gain	The percentage of youth who are in an education/training program that leads to a recognized post-secondary credential or employment and who are achieving a measurable skills gain

## J. Program Benchmarks

Passaic County Workforce Development Center reserves the right to determine performance benchmarks and related holdbacks. For purposes of this proposal, budgets should be prepared with respect to the following guidelines: awarded contracts will be split 90% cost reimbursement/10% performance benchmarks.

## K. Proposal Submission and Timetable

A separate proposal must be submitted for each program proposed.

All proposals must be submitted on the forms supplied, in paper format with all original signatures, along with (4) paper copies plus 1 copy (Word format) on a USB Flash Drive.

Regardless of compliance with proposal constraints, the Passaic County Workforce Development Center and the Workforce Development Board of Passaic County reserve the right to reject any proposal that presents false, misleading or inaccurate information. It is incumbent upon the proposer to be able to document any claims or results discussed in a proposal. That which cannot be substantiated may be cause for rejection of the entire proposal. Please note: proposals **will not** be accepted by fax or e-mail.

Proposals should not be bound in book format except for loose leaf notebooks. In case of mailed proposals, the Passaic County Purchasing Department assumes no responsibility for proposals received after the designated date and time.

Review, evaluation and notification of determination will take place within sixty (60) days of proposal receipt in the proper location as directed in these instructions. Conditional approval for the provision of services, payment schedules or other needs, will take place after the evaluation period. Final approval for the award of contracts will be in conjunction with the Passaic County Workforce Development Board's requirements and the Passaic County Board of Chosen Freeholders.

## L. Performance Reporting Requirements

Upon award of contracts, vendors will complete the online Comprehensive Youth Report and other reports as required. *Note:* Reports must be developed and maintained in real-time to ensure accuracy, current status and consistency.

Operational Reports will be due by the 5th working day of the month, by close of business. Fiscal Reports will be due by the 10th working day of the month, by close of business. Operational & fiscal reports must be e-mailed or mailed to Davidene Alpart, at dalpart@pcwdc.org, Passaic County Workforce Development Center, 200 Memorial Drive, Paterson, NJ 07505.

Failure to utilize and complete the Comprehensive Youth Report on a regular basis may result in delayed payment. "Completed" means all updates on the student's progress are recorded as required, including test scores, case notes, and the ISS.

All awarded programs will be monitored in compliance with established procedures. On-site monitoring visits will be scheduled and providers will receive a written report following each visit. Monitoring visits may be conducted by the One-Stop Operator, State Labor and Workforce Development and/or designated monitors. Monitoring will include case file reviews, staff interviews, customer interviews, classroom observation, curriculum reviews, placement, performance reviews, and review of related data.

#### **M. Grievance/Protest Procedures**

Any organization that submitted a proposal and feels that the proposal may not have received adequate consideration or a fair evaluation may request a debriefing by calling the Passaic County Workforce Development Center, attention Lauren Murphy, at 973-742-9226, extension 7204 to arrange a debriefing about the proposal. After the debriefing, should the organization continue to feel as though its proposal was not given adequate consideration or a fair evaluation, the organization may decide to protest the procedures for selection. Should an organization choose to file a protest, certain procedures must be followed. **Failure to adhere to the procedures may result in a summary rejection of the protest.**

- Any actual or prospective vendor that is aggrieved in connection with the solicitation or award of a contract may protest to the Passaic County Workforce Development Center. The protest shall be submitted in writing after such aggrieved person or organization knows or should have known the facts related to the aggrieved proposal.
- Upon receipt of such a protest, the Passaic County Workforce Development Center shall issue a written determination within ten (10) working days following receipt of the protest. The determination shall state the reason for the action taken and inform the protesting organization that a request for further administrative appeal of an adverse decision must be submitted in writing to the Passaic County Workforce Development Center within seven (7) working days after receipt of the determination.
- The administrative appeal will be reviewed and a final written determination will be issued within ten (10) working days.

## Section 2 - Training Provider Responsibilities and Expectations

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Program objectives for the overall list of service opportunities must address the following:

1. The funded program must be linked with the One-Stop to navigate eligible individuals throughout the system. Entities awarded funding will commit to active involvement in the One-Stop system. The Passaic County One-Stop system will provide the opportunity for youth participants to access a comprehensive array of services and resources based upon assessed needs of the individual participant. Programs must develop linkages and form collaborative relationships with other entities that possess expertise and resources relevant to the needs of the participant. Linkages may include connections to: law enforcement, public housing, education agencies, human service agencies, business community, and other public and private entities.
2. All trainees must be certified as WIOA eligible in accordance with regulation. An individual is eligible to participate in programs only if duly certified and approved by the Passaic County Workforce Development Center or its assigned agent. No customer shall be allowed to start or enroll in any training service without the expressed written consent of the PCWDC nor should any potential provider assume that such approval is forthcoming.
3. Initial assessment will occur after eligibility determination by the Passaic County Workforce Development Center or its assigned agent, as appropriate. The assessment will consider the need for the services specified in the 14 WIOA Youth program elements. All WIOA Youth will have an objective assessment that will form the basis of the Individual Service Strategy (ISS) which will serve as a living document to record and update individual goals, progress and achievements.
4. Upon encountering customers with barriers to program participation such as childcare, medical issues, homelessness, and domestic violence, a referral must be made to the appropriate agency in collaboration with the PCWDC Youth Department.
5. The Workforce Innovation Opportunity Act (WIOA) requires that 14 program elements are available to all youth served by the WIOA system. Not all youth require all of the elements and the ISS must indicate which specific elements each youth needs. The elements must be described, goals defined and updates recorded in the ISS. All of the elements must be available in the Passaic County One-Stop system but are not required to be provided by each individual proposer.
6. A requirement of program participation is the maintenance of accurate time and attendance records for all customers receiving services. Supportive services, if any, will either be provided by the PCWDC, its assigned agent or through a referral consistent with established procedures. **(Note:** Should a resulting service utilize the on-the-job training model, individuals being served will be receiving a wage for which additional information and records may be required.)
7. All programs must engage in referral and partnership within the One-Stop system. All new customers must receive a program orientation and participant handbook, which includes a grievance procedure, and must sign a participant agreement upon entering the program. All programs must encourage attachment to the labor market and the benefits of lifelong learning. Activities that lead to increased earnings are encouraged once a participant is placed in employment.
8. The County of Passaic, the Workforce Development Board of Passaic County, and the Passaic County Workforce Development Center assume no responsibility with respect to bodily injury,

illness or any other damages or losses, or with respect to any claims arising out of any activity under a grant or agreement. All providers must be insured and able to cover such expenses that may be related to any injury, damage or loss that may occur as a result of providing the services offered in this proposal.

9. It is the responsibility of the offeror to document its organizational capability. This must include, but not limited to, proof, as required in this proposal, that the offeror can satisfy any disallowed costs.
10. All providers will be required to maintain daily attendance sign-in logs and individual customer files containing pertinent customer information for each participant enrolled. At a minimum, all customer files will contain the following:
  - Participant File Checklist
  - Partner Referral Form
  - Participant Intake/Enrollment Form
  - Participant Evaluation Form
  - Individual Service Strategy (ISS)
  - Progress Notes
  - Assessment Information/Test Scores
  - Marketable Participant Resume & Cover Letter
  - Employment/Job Retention (Employer information, wages, follow-up for a minimum of 3 months)
  - Participant Time and Attendance records
11. All providers will be required to assess the customer's ongoing development and will complete periodic progress notes. Progress notes should document the educational and training achievements of customers as well as any barriers they may face in achieving their objectives. Progress notes should be as specific as possible without violating confidentiality regarding a person's specific mental state, health and or living situation. Progress notes should document relevant training issues, customer-staff interactions, and performance outcomes.
12. Documentation should be ongoing and in real-time with supporting information placed in the customer's file.
13. All initial, interim, and final testing with a PCWDC approved assessment tool will be administered by the PCWDC or its designated agent. Time and place for testing will be determined and arranged by PCWDC. All customers must receive a minimum of initial, midpoint, and final assessment. Providers must ensure that assessments have been scheduled, conducted and results are included in the customer's file and required reports.
14. All providers must demonstrate and document efforts made to outreach customers to ensure participation and attendance in the activity and show a level of participation to ensure re-engagement, full participation, and satisfactory attendance in the activity.
15. As appropriate, all providers may be required to maintain open enrollment to ensure continuity of customer engagement and participation as instructed by the One-Stop Operator.
16. In the event that a proposer falls below the requirements for levels of service, enrollment, performance or other required elements, PCWDC reserves the right to terminate the program.

17. All providers are obligated to conduct post program follow-up services for no less than 12 months after the completion of participation. Regardless of the next steps for any individual served, it is mandated that all youth receive 12 months of follow-up services. Follow-up is the responsibility of the contracted vendor.
18. A youth who entered without a secondary school diploma or its recognized equivalent and who achieved that credential will be counted in credential achievement measure only if the participant is also employed or enrolled in an occupational/vocational training program leading to a recognized postsecondary credential within one year after exit from the program.
19. A youth who entered with a secondary school diploma or its recognized equivalent will be counted in the measurable skills gain measure if they increase one NRS Educational Functioning Level and the participant becomes gainfully employed and/or enters into further occupational/vocational training leading to a nationally recognized credential within one year after exit from the program.
20. Contracts awarded as a result of this RFP will be monitored based on the content in the proposals submitted, the common elements/vendor expectations contained in the RFP, and the vendor's fully executed contract.
21. All programs should operate 12 months of the year except for closings due to State and Federal recognized holidays. Federal regulations allow only 10 holidays. Customers must be engaged in countable activities at all times. Holidays specified in the New Jersey Work Verification Plan are: New Year's Day, Martin Luther King Day, Washington/President's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veterans Day, Thanksgiving. For purposes of this RFP, vendors will follow the Passaic County schedule for holidays and weather related closings.
22. All providers will schedule time slots in the One-Stop Career Center Resource Room for participants to research careers, develop resumes, attend workshops, job fairs, and positive recruitment events, complete job applications, and explore employment opportunities.
23. All proposers are required to participate in and integrate job development and placement activities with the OSCC Business Resource Center. All proposers must participate and complete required job development reports, placement forms and job orders through the Passaic County Employment Network (PCEN). Attachment to the Business Resource Center and PCEN will provide information regarding job fairs, job openings and career opportunities.
24. All written materials, including marketing tools, brochures, flyers, and announcements must include the following: "These programs are made possible with funds provided under the auspices of the Passaic County Board of Chosen Freeholders, Passaic County Workforce Development Board, under grants from the State of New Jersey Department of Labor and Workforce Development."

## **Section 3 - Evaluation Criteria**

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Proposals will be evaluated based upon their content and appropriateness. To determine service utilization, a review team will evaluate offers for consistency with organization needs, regulatory requirements, and appropriateness of services and results. The following criteria will be utilized in the review process:

### **A. TECHNICAL**

The reviewers will assess the content of the proposal, its logistics, structure and method of operation. Offerors should clearly indicate how the service will be provided, its structure and how it will benefit the target groups. Reviewers will assess this section based upon the discussion for the proposed service and consistent with client needs and stated objectives. This includes the opportunities the service provides and the ability to provide customers with skills and outcomes required for self-sufficiency.

Services in remedial fields must be geared towards attaining a high school diploma or equivalency. Occupational training must be provided in fields where there is a demand in the area served. The review will assess the proposal for details supporting the demand for the specific training in the local market area. The offer should include a discussion of employment opportunities, career and advancement growth and demonstrate consistency with the intent of the Workforce Innovation and Opportunity Act. A complete discussion of the skills, including skills standards and competencies, is required for services offering training.

The evaluation will include the discussion of: targeted population, program objectives, curriculum, implementation schedule, qualifications and technical capacity of the proposer. Services must be designed consistent with the skills needs of the targeted population and area employers.

Collaborative efforts may offer youth the best opportunity to access a full range of services. Where resources are limited, partnerships may provide multi-discipline assistance that can minimize duplication and maximize resources. The reviewers will evaluate the coordination, partnerships and linkages between your organization and the One-Stop System, including the employer/business community and other related organizations. The review will consider service collaborations within the program as well as financial considerations such as in-kind and/or matching funds. Letters of commitment, support and/or partnership are requested.

### **B. MANAGEMENT**

This criterion considers an assessment of the proposer's demonstrated effectiveness in providing this or similar services in the past. Results indicate past successes and the proposed potential for future success. The discussion must include a description of the way services work to maintain relationships with participants. The analysis will include a review of these results and consider its potential consistency with the population served by Passaic County.

Proposals should present a clear discussion of the steps taken by the proposer to assist the customer in job search. Reviewers should be able to understand how the offeror will ensure that individuals receiving a service from the proposal will be prepared for a job search process and what job seeking skills any client/customer in the service may attain. Programs providing job placement for out-of-school youth are required to work with the One-Stop system.

Reviewers will assess the placement issue based upon the offeror's ability to adequately explain the placement process/assistance. Evaluation will also consider the appropriateness of the field for

customers, the potential for growth and, where applicable, references from employers who have given jobs to individuals who have received the proposed services.

The Workforce Innovation and Opportunity Act requires follow-up activities for youth for a minimum of 12 months following program exit. A follow-up plan must include the specific services, the frequency and length of services as well as a discussion of the resources that will be used for the services.

### **C. COST**

The reviewers must be able to determine the financial viability of the offeror. The offeror must provide evidence of the ability to cover any disallowed costs; ability to exist without funding; cover expenditures prior to reimbursements or performance payments; and safeguard any funds which are received as a result of any agreement. Adequacy of the offeror will be assessed based on the ability to clearly demonstrate financial solvency, structure and capacity. Reviewers will look for a discussion of safeguards in the financial system and administrative controls.

All proposals must indicate costs. Those proposals that are received for non-private vocational services and are not open to the general public will also be evaluated based upon their budget. Budgets must be clear, understandable, and not excessive. Costs must be charged to the proper cost categories as defined in the package. Costs that are inappropriately charged will be transferred to their proper category and reviewed within that context. Proposal budgets should identify any additional resources, services or matching funds as well as in-kind contributions and should include the sources of the resources. Proposals need to explain how all resources, including matching funds, will be used towards the goals and objectives of the proposed service. **Administrative costs must not exceed 10% of total RFP requested budget.**

The reviewers will analyze line-item budgets on several levels. Among other areas, proposals will be reviewed for: consistency with allowable costs and category limitations; on a line item basis for appropriateness of charges and specific costs; per client cost; ability to stay within available resources; and reasonableness of the charges. Reasonableness applies to each line item and to the entire budget.

The reviewers will assess whenever and wherever possible the reasonableness of costs. The reviewers will utilize either cost or price analysis in the evaluation of proposed services.

- **Cost analysis** is the element-by-element examination of the costs supporting the proposal. This examination includes analyzing the supporting data, the cost elements and the factors considered in developing those costs. Factors to be considered include allowability, necessity, reasonableness, and consistency with regulations. Cost analysis focuses on what the service should cost the offeror to perform.
- **Price analysis** does not break down the individual elements of a proposal, but rather focuses on a comparison between the amount proposed and a benchmark amount that is considered fair and reasonable for accomplishing the work. Although budget ceilings establish maximums, budgets can be compared to reflect deliverables and service packages. Since price analysis is concerned with the bottom line it may be applied to the individual line items of a proposal as a comparison to determine reasonableness of the total price.

Reviewers will assess the completeness, accuracy and reasonableness of proposed costs. Costs must be charged to the proper cost categories. Profit margin must be identified (when applicable) as well as amounts charged to specific cost categories. Proposals must provide detailed linkages of resources, including matching funds, to the proposed program activities. Total costs proposed must not exceed the maximum budget amount. Ability to provide in-kind/other funding to leverage costs and services will be given special consideration.

## **Section 4 – WIOA Youth Out of School Program Project Specifications**

To complete the proposal as directed, please ensure all required information is included in the proposal, all questions are completely addressed, all requested elements are presented, and all sections are completed in sequence and are clearly marked.

Through this RFP, the PCWDC intends to provide a mix of services to engage:

Youth who are Basic Skills Deficient without a HS diploma or its equivalent

Youth who are Basic Skills Deficient with a HS diploma or its equivalent

The goal of the WIOA Out-of-School Youth Program is to connect individuals with the workplace and/or further education/advanced training and to improve their basic skills. This strategy should be a long term intervention in which a participant can enroll at any time and be offered the full range of appropriate services that promote academic achievement, readiness for post-secondary education, career preparation, work readiness and connections to employment.

All WIOA Youth will have an objective assessment that will form the basis of the Individual Service Strategy (ISS). In general, the ISS will include identification of a career goal based on the results of the objective assessment and will describe the planned service for each youth with an identification of any and all of the 14 program elements that will be needed in order to achieve educational, training and/or employment goals. The ISS is a living document that will be shared with the training provider and the counselor and will be updated as goals are achieved or strategies change.

### **WIOA-Out of School Youth**

Per Person Cost Range	\$5,000-6,000
Level of Service Range	40-60
Length of program	1 year (7/1/19 to 6/30/20)
Length of program cycle	6 months or as determined by PCWDC
NJ State Teacher Certification	Required
Instructional hours per week	30 hours, minimum
Entry level	<ul style="list-style-type: none"> <li>• 5.0 grade level or above on PCWDC approved assessment tool</li> <li>• Basic skills deficient <u>without</u> HS diploma or equivalent</li> <li>• Basic skills deficient <u>with</u> a HS diploma or equivalent</li> </ul>
Outcome measurements	<ul style="list-style-type: none"> <li>• Attainment of High School diploma or equivalent and increase of a minimum of one NRS Educational Functioning Level (EFL)</li> <li>• Attainment of sufficient skills gain to qualify for further vocational or occupational training and increase of a minimum of one NRS Educational Functioning Level (EFL)</li> <li>• Entry into employment and/or further educational, vocational or occupational training leading to employment</li> <li>• Completion of Participant Checklist</li> </ul>

Programs must include the following:

- Comprehensive, structured academic curriculum with measurable outcomes for basic skills deficient youth **with a High School Diploma or Equivalent (HSE)** leading to academic increases sufficient for enrollment in next academic, vocational or technical training and/or employment
- Comprehensive, structured academic curriculum with measurable outcomes for youth **without a High School Diploma or Equivalent (HSE)** leading to attainment of a high school diploma or equivalent
- The program proposal must include a strategy for recruitment and outreach which will include an explanation of how the provider will maintain the level of service throughout the program.
- Academic curriculum must be aligned with the College and Career Readiness (CCR) State Standards applied to the High School Equivalency certification
- Instructors of Adult Basic Education are required to hold New Jersey State Teacher's Certification
- Services will only be considered that provide a minimum of 30 hours of programming per week
- Services must be maintained and updated, at a minimum, monthly on the Individual Service Strategy (ISS) consistent with defined goals and objectives.
- Services may include a Work Experience component as described by WIOA guidelines
- The program proposal must include a detailed description of all components and planned number of hours for each module/component. A daily schedule must be listed for all activities. Documentation is required that must include time and attendance for each component and a measurement of completion and achievements. Course description must specify tasks and skills, amount of time for each and total number of hours for each described activity.
- The program must include a workplace-related technology component that includes, at a minimum, on-line job applications, professional E-mail address setup, and social media profile.
- Career portfolio must include documentation, at a minimum of: competitive resume; cover letter; thank you letters; O\* Net career profile, E-mail address creation, social media profile: proof of job search and job leads and interview results.
- Career Pathways must be integrated into training curriculum and program components; pathways should be linked to one of the specified industry clusters described in the Passaic County Workforce Development Board's Strategic Plan.
- The program must include a life skills component, financial literacy instruction, job readiness preparation, resume writing and interviewing skills. Programs must also provide structured career goal setting related to industry specific employment, job search planning, and personal career portfolio development. Program files must include documentation of customer's most recent testing results.
- Participant Checklists will be required for each customer and will indicate the provision of required program elements. The checklists will be used to review attainment of outcomes and will be monitored for satisfaction of performance benchmark requirements. All benchmark requirements must be fully documented in order to qualify for payment. All reporting must be in accordance with established PCWDC procedures and instructions.
- Program performance will be measured by achievement of specific requirements for contracted benchmarks that will reflect a completed program portfolio as described, and achievement of academic, occupational and employment goals as defined.
- Program monitoring will be based upon the detailed course description and the Statement of Work.
- Linkage to appropriate support services in the OSCC system, including referrals for ancillary services such as child care, housing, mental health, social services, and legal services.
- The individuals who are job ready may enter employment and will be responsible for reporting results to PCOSCC Youth Counselor Unit and to the program provider. The program provider will maintain responsibility for reporting outcomes for all participants.

## Section 5 – WIOA Youth Proposal Package and Forms

### Cover Sheet

### WIOA OUT-OF-SCHOOL YOUTH PROGRAM PROPOSAL

<b>Proposing Organization</b>	
<b>Program Name</b>	
<b>Program Type</b>	<p><i>* Select one program per proposal *</i></p> <p><input type="checkbox"/> <b>WIOA Out of School Youth-Passaic</b></p> <p><input type="checkbox"/> <b>WIOA Out of School Youth-County-Wide</b></p>

To complete the proposal as directed, please ensure all required information is included in the proposal and all questions are completely addressed.

**NOTE: All sections must be completed in sequence and should be clearly marked and numbered.**

#### Proposal Package and Forms

- Cover Sheet
- WIOA Youth Program Fact Sheet
- Organization and Accreditation Information
- **A. Statement of Need**
- **B. Program Summary (1 page maximum)**
- **C. Program Narrative (6 to 8 pages)**
- **D. Organization Administration and Management (3 pages maximum)**
- **E. Budget (Program Budget, Administrative Budget Justification, and Program Costs Justification)**
- **F. Statement of Work**
- **G. Proposed Planned Outcomes**
- **H. Chart of Program Elements**
- **I. Proposal Checklist**
- Attachment 1. NRS Chart
- Attachment 2. NJWIN 10-17 (A)
- Attachment 3. Glossary
- Attachment 4. Assurances and Certifications (signature required)
- Attachment 5. Certification Regarding Debarment (signature required)
- Attachment 6. Certification Regarding Lobbying (signature required)
- Attachment 7. Non-Discrimination and Equal Opportunity (no signature required)

## WIOA YOUTH PROGRAM FACT SHEET

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A. Provider/Agency Name	
B. Program Name	
C. Program Type:	
D. Administrative Address	
E. Administrative Contact: Name Phone Number Fax Number E-Mail Address	
F. Training Site Address	
G. Training Site Contact: Name Phone Number Fax Number E-Mail Address	
H. Fiscal Contact: Name Phone Number Fax Number E-Mail Address	
I. Instructor Contact: Name Phone Number Fax Number E-Mail Address	
J. Federal ID Number	
K. Total training cost	
L. Cost per participant	
M. Total annual Level of Service	
N. Class capacity (at one time)	
O. Total instructional hours per participant	
P. Total weeks of training per participant	
Q. Total hours per week per participant	
R. Teacher/student ratio	
S. Program start date(s)	
T. Program completion date (s)	
U. Days of the week the program operates	
V. Daily hours of operation (training)	
W. Holiday/vacation schedule	

## Organization and Accreditation Information

### Type of Organization

<input type="checkbox"/> Private Non-Profit	<input type="checkbox"/> Private For-Profit
<input type="checkbox"/> Public/Government Agency	<input type="checkbox"/> Education Institution
<input type="checkbox"/> Community College	<input type="checkbox"/> Labor Organization
<input type="checkbox"/> Minority Owned Business	<input type="checkbox"/> Women's Organization
<input type="checkbox"/> Faith Based Organization	<input type="checkbox"/> Other (Identify)

SAM ID# (Formerly CCR)	
ETPL ID#	
DUNS ID#	

### Approval/Accreditation

NJ Department of Labor and Workforce Development Division of One-Stop Coordination and Support Training Provider (formerly Chapter 531)

Date of Approval	
Expiration Date	

NJ Department of Labor and Workforce Development Division of One-Stop Coordination and Support Private Vocational Schools (formerly Chapter 18)

Date of Approval	
Expiration Date	

Other approval/accreditation

Approval Type	
Date of Approval	
Expiration Date	

**Include copies of approval/accreditation for the organization and specific course approvals as appropriate.**

Note: Should the proposal result in the award of a contract, it will be the responsibility of the provider to follow the procedures for placement on the Eligible Training Provider List as described in the New Jersey Workforce Innovation Notice 10-17(A).

## A. Statement of Need

(1 page maximum)

This section describes and documents the conditions and needs to be addressed for the target population to be served through the proposed project activities and services. The need must be supported by current statistical, demographic and/or descriptive information regarding the target population and community. The description of need must be directly tied to the program content as presented and outcome measures as described in the proposal. The Statement of Need must describe the significance of the proposed project and explain how it will relate to the goals and objectives of youth programming under WIOA.

1. **Identify** and completely describe the individuals targeted for this service.
2. **Discuss** the characteristics, ages, special requirements, etc. of the population you will serve and describe how youth will be recruited for the program.
3. **Describe** the relationship between the target population and the types of services provided. Discuss how this program is responsive to the skills deficit that exists for the potential enrollee. Describe potential challenges that may arise in engaging and enrolling this population and how you will address those challenges.
4. **Explain** how the program relates to the goals, objectives and needs of the Passaic County youth community and the WIOA.
5. Employer need and local labor demand need to be considered in service development. Consistent with the law, the skills provided need to consider regional employment opportunities and workplace requirements. Describe the labor market demand for the training services or skills to be provided. Please address potential career growth for individuals who complete the training. Cite advancement opportunities and the skills that will help ensure self-sufficiency. Describe the link between academic training, workplace skills, and the career pathways specified in the Passaic County Workforce Development Board's Strategic Plan; explain how this proposed service satisfies those needs.

## B. Program Summary

(1 page maximum)

This section must **completely summarize** the entire program.

Provide a one-page description of the proposing organization, definition of the need for the program, specific objectives, outline of the program's activities, specific outcomes and overall cost. Please use this opportunity to provide an overview of the program; in this section do not describe your organization, its history and capacity.

## C. Program Narrative

(6-8 pages, not including attachments)

This section is a **detailed narrative description** of the full proposed program of activities and services for the target population to be served including how the program will be implemented and managed/staffed to ensure successful implementation and the attainment of performance goals. Required forms, such as the Statement of Work, do not count towards the 8 page maximum.

1. **Describe the program services.** Link the description to the Statement of Need for the service for the specific population. Each question must be numbered and answered as outlined. The program description must address HOW, WHEN, and WHERE services will be provided. Please provide a detailed and comprehensive discussion of the program which should address the following:
  - A. List in detail the schedule/services/training/curriculum that are offered for **high school dropouts who are basic skills deficient.**
  - B. List in detail the schedule/services/training/curriculum that are offered for basic academic skills deficient **youth with a high school diploma.**
  - C. Provide a timeline chart for the entire program including operational activities, interim assessments, and follow-up.
  - D. What is the outline and schedule for the modules that comprise the program?
  - E. What are the instructional hours for each component and for the entire program?
  - F. What is the course content? What are the specific course objectives?
  - G. Describe the daily activities and schedule for periodic assessment/evaluations.
  - H. Work Experience is a program component under WIOA. If this activity is included in your program, describe the program's work experience component and its implementation.
  - I. List the performance objectives, levels of service, specific outcomes, and methods of program evaluating effectiveness.
  - J. What is required for a customer to successfully complete the program? Are accelerated students able to exit early, and will students that require additional training be able to extend their program?
  - K. List in detail all the skills that youth will acquire.
  - L. Describe in detail how youth are assessed in order to determine skills attainment.
  - M. Describe the process, frequency and strategy for addressing and updating the Individual Service Strategy (ISS) for each youth. The ISS is a living document that must be coordinated among PCWDC, the TRAINING PROVIDER, and the youth participant.
  - N. In addition to the PCWDC approved assessment tool, please provide names and types of tests to be used, frequency of assessment, evaluation and reporting mechanisms.
  - O. Describe how the program will deal with underperforming customers.
  - P. Describe innovative or "out-of-the-box" techniques you will use to engage and motivate participants.
  
2. **Outreach and Recruitment Strategy:** Overall service enrollment is the primary responsibility of the provider. Describe how many youth will be enrolled in one year and include a detailed plan and description of how you will identify, recruit and enroll out-of-school youth into the program. What is the program's recruitment strategy? How will the provider ensure that levels of service are met? Include a detailed timetable with timeframes, specific activities, and points of contact. In addition, include letters of support, coordination, and agreement to collaborate on recruiting youth for the program. Failure to provide a detailed discussion may reflect on the capacity of the proposer.
  
3. **Identify and provide specific accommodations,** modifications, supplementary aids and services that are necessary to serve participants with disabilities. Explain how these resources are being provided. Is the facility architecturally barrier free? How are the needs of individuals with disabilities identified and addressed?
  
4. **Intake Procedures:** describe new customer intake procedures, including orientation sessions. Describe the participant handbook, which should include at a minimum, program rules and regulations and requirements, program expectations, menu of services, contact information and scheduled activities. Handbook should include a signed participant agreement and grievance procedures. (Please include a copy of the participant handbook as an attachment to the proposal).

- Programs must indicate participation in the One-Stop system.** Specify the relationship with the One-Stop system in providing employment and job placement services. How are customers matched to appropriate employment opportunities? What is the interface among partners in the One-Stop System?
- WIOA Youth Program Elements:** All 14 Youth Program Elements must be made available to youth in Passaic County, however, it is not required that any one program must include all of the elements. Please discuss the elements that are directly provided through your program in detail. In addition, please list the partners and collaborators that may offer elements not provided by your organization. Include agreements between organizations and a description of the referral system used to ensure delivery of needed youth elements. Attached is a **Program Element Chart (H.)** that must be completed to identify the services.

If the program contains a community work experience component, describe what the work experience will consist of. Will the work experience be paid or unpaid? How will you ensure that the worksites are being monitored? What training will the students receive? Will these consist of pre-apprenticeships, internships, or job shadowing? Describe in detail the students' activities, work hours, and schedule.

- Indicate **entry level criteria** for program participants. Describe all requirements for enrollment into the program. Include additional entry level criteria such as physical ability requirement, training prerequisites, work history prerequisites, language needs, aptitudes and abilities. What is the profile of the entering participant?

#### Entry Level Criteria

Testing and Grade Levels	Name of Test(s); Entry Grade Levels; Literacy/Numeracy
Physical Abilities and Requirements	
Training Prerequisites	
Language Requirements	
Aptitudes and Abilities	
Other (describe)	

- Indicate specific **exit criteria** for program participants. Specify the individual achievements that result from program completion. Discuss the process your organization follows in order to place a WIOA participant in a job, including the percentage of customers placed in employment or further occupational/vocational training leading to employment. Also identify how program activities will be linked to and documented in the Individual Service Strategy and required follow-up activities. Activities must include an identification of relevant training, skills attainment, and linkages to demand occupations. Please complete the Proposed Plan Outcomes form (G.) What is the profile of the exiting participant?

#### Exit Criteria

Testing and Grade Levels	Name of Test(s); Exit Grade Levels; Literacy/Numeracy
Training Credentials	
Job Placement Goals/ Job Titles	
Other (describe)	

- The **Statement of Work (F.)** lists all proposed program goals and objectives as well as the corresponding performance outcomes. Identify what will be achieved (goals); how it will be achieved (objectives); what specific outcome will be produced (outcomes) as a way to demonstrate your success in meeting your goals and objectives. Goals are broad statements that represent expected

accomplishments. Objectives identify the “who, what, and when” of the proposed program. They are the specific actions taken that lead to the defined outcomes for each specified goal. Include a time frame for the accomplishment of each objective. Include a discussion of the review and evaluation process of skills attainment and program effectiveness. Include the specific exit criteria that will be used to determine participant success. What are specific goals, objectives and measurements for each element of the proposed services? Describe how you will ensure, measure, and continuously improve the experience of the participant in the program.

10. **Supportive Services:** Describe any incentives, supportive services, and/or stipends that will be used to address barriers to successful completion of the program and attainment of stated goals. Include any in-kind services that may be arranged to support youth.

11. **Each proposal must contain** the name, title, and contact information for the individual(s) designated as the contact person(s) for tracking participants, reporting and post-program follow-up activities. Tracking and reporting duties must include, at a minimum: time and attendance reporting, placement, referral information, and timely and complete submission of the Comprehensive Youth Report. Follow-up services for at least 12 months after customers complete a program is a goal of the Workforce Development Board and **mandatory** under the Workforce Innovations and Opportunity Act. The proposal must discuss and identify follow-up activities, the frequency of this follow-up, the length of follow-up and the resources that will be used. What is the system for tracking, reporting and follow-up from enrollment through completion and/or termination?

<b>Tracking</b> Contact Person	Name:	Phone:	Fax:	E-Mail
<b>Reporting</b> Contact Person	Name:	Phone:	Fax:	E-Mail
<b>Follow-Up</b> Contact Person	Name:	Phone:	Fax:	E-Mail

12. **Customer files are required** to be maintained, stored, updated and completed. List all documents in each customer’s file, including, at a minimum, those required in this proposal. Information must include Individual Service Strategies (ISS), attendance records, test results and progress reports. Describe the system for creating and maintaining files, location of files and point person responsible for the information. Describe the system(s) used to coordinate and share required information with partners in the One-Stop System. What is the system for ensuring that customer files are maintained? How will your program identify, document and communicate customer issues to the OSCC system?

13. **Indicate the qualifications of all staff** who will work directly in the proposed service. Include all instructional, counseling and administrative personnel who will be paid with funds provided by the proposed service. Attach copies of the resumes and job descriptions in the attachments for each individual and documentation for positions that require certifications or licenses. In cases where positions are not currently filled, provide a job description and assurances that personnel hired will satisfy minimum job requirements. Note: Instructors of Adult Basic Education are required to hold New Jersey State Teacher’s Certification.

14. **Collaborative efforts among the range of service providers** in the community provide customers of the Passaic County Workforce One-Stop System the best opportunity to access a full range of services available for self-empowerment and quality of life improvements. Describe in detail the coordination, partnerships and linkages between your organization and the One-Stop System, including the employer/business community and other related organizations. Describe service collaborations within the program as well as financial considerations such as in-kind and/or matching funds. Where partners are named, a letter of partnership, signed by all parties, *must* be included with this proposal.
15. **Provide a discussion of the outcomes of this specific program** or a similar endeavor in the past three years. Describe the success of your program and the overall success of your agency in serving this population. Discuss the goals, achievements, and positive outcomes in detail. Indicate the number of students trained, completed, credentials achieved, employed and average wages. Indicate the number of youth who entered further academic or vocational training. For proposers who have not previously operated this program, provide program results and/or a discussion of the capacity and experience required to perform this service. Describe the method for capturing and maintaining performance data, including the process for follow-up.

Please note that it is required that participants who have completed program services as well as participants who may have dropped out of the program but need additional services receive at least 12 months of follow-up services.

Complete the Program Effectiveness Summary box below.  
As an attachment, please provide a roster of students with outcomes for each.

**Program Effectiveness Summary**

<b>Outcomes</b>	<b>Period 1-(Dates)</b>	<b>Period 2-(Dates)</b>	<b>Period 3-(Dates)</b>
Number of students enrolled/referred			
Number of students served			
Number of students terminated			
Number of students who dropped out			
Number of students who increased NRS EFL			
Number of students who received a credential through the program			
Number of students who attained HSE			
Number of students who moved onto Higher Education			
Number of students who entered employment			
Average placement wage			

## D. Organization Administration and Management

(3 pages maximum)

This section describes and documents the proposer's commitment and authority to implement the program, as well as the agency's resources and experience with comparable initiatives.

1. Provide a brief description of the organization: the mission, purpose, capabilities, length of time the agency/organization has been in existence. Provide documentation concerning the organization status (e.g., incorporation papers.) Include a table of organization, including officers/board of directors, as applicable. Organizations claiming to be non-profit must support the claim with a copy of the IRS certification. Assure that all persons authorized to receive or deposit workforce development funds will be bonded for protection against loss.
2. Administrative Controls: Describe the internal administrative controls established for the program. Include procedures for accounting, audit and monitoring. Assure that accounting records are supported by source documentation for each transaction and are maintained to provide a complete and accurate audit trail.
3. Procurement: Explain in detail the cost, duration and method of procurement for any proposal sub-contractor or equipment that is part of the proposed service. Any procurement must be consistent with the Workforce Innovation and Opportunity Act of 2014 (WIOA) and the State of New Jersey regulations. If none, state so.
4. Budget, Cost Effectiveness and Financial Status: **budget forms (E.)** must be completed with appropriate line item expenditures and in appropriate categories. Inappropriately charged costs may be shifted consistent with WIOA regulations. The budget also requires justification. Please indicate how the proposed costs will help achieve the results planned and why they are essential to program performance.
5. Audit/ Certified Financial Statement: Submit a copy of either the most recently completed independent audit or a certified financial statement. The document should include discussion(s) of any questioned or disallowed costs and provide assurances of the steps that the proposer has taken to ensure that concerns which may apply to the service being offered have been resolved. As appropriate, submit Independent Auditor's Report on Compliance for Each Major State and Federal Program and on Internal Control over Compliance required by the Uniform Guidance and NJ OMB Circular 15-08. NOTE: **This submission is mandatory.**
6. Discuss the process and assure that all financial and program records, including supporting documents, will be retained and available for review for a period of seven years following contract closeout.
7. Discuss the financial resources available to your organization. In particular, describe the ability to cover expenses until training funds are forwarded. Discuss the financial stability of your organization. Discuss whether your organization is currently, or expects to be, involved in any bankruptcy proceedings or is currently under the auspices of any bankruptcy program/protection. Include a discussion of any other activities or proceedings that may impact upon the financial stability of the organization. Provide an assurance that adequate financial resources are available to offset any potential costs related to a program that may prove to be disallowed.

8. Discuss additional resources, services or matching funds that are part of the proposed program, including in-kind contributions. How will these funds be utilized specifically towards attaining the objectives of this program? Indicate the source of these resources.
9. Outline the program's sustainability plan for the upcoming year, including the leveraging or identification of other sources of funding. The sustainability must be implemented throughout the grant year and succeeding grant years. The sustainability plan must include key components, such as: goals, objectives, timelines, target area(s), documented efforts, challenges/barriers to success and outcomes. Provide a description of how you will leverage other sources of funding to supplement the grant award and to support services after the expiration of the grant period.

Note: Should this proposal result in a contract award, additional documents, as appropriate, may be required in addition to the Certification Regarding Suspension/Debarment and the Certification Regarding Lobbying.

## **E. Program Budget Forms**

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The Program Budget links program activities to requested costs and to provide the cost basis for each identified cost. This section of your proposal must be as specific as possible and reflect the narrative section of your proposal. Itemization and/or detail of costs are required to ensure that costs are eligible generally under Federal Cost Principles and are budgeted in the appropriate line. Include the cost of all financial collaborative/partnership relationships or in-kind services provided. Prior to the award of a contract, all financial partnerships developed for this RFP will require a Letter of Partnership Agreement identifying the relationship and the respective roles and responsibilities of each partner. This agreement must be signed by all parties identified in the agreement. Subcontractors are required to submit a separate budget that includes budget justification pages.

Upon award of a contract, an invoice/voucher form will be issued that will require reporting on a schedule to be determined. In addition to the invoice, awardees will be required to submit supporting documentation for all line items and a comprehensive program roster. Failure to submit all documents as required may result in delay of requested payments.

NOTE: The Passaic County Workforce Development Center/Passaic County One-Stop Career Center reserves the right to establish benchmarks and holdbacks for performance. Upon award of funds, contracted services may be subject to performance holdbacks related to specific achievements and outcomes. For purposes of this proposal, 10% of the total cost must be reserved for performance holdbacks. Please ensure that the holdback is included as a budget line item as directed. Once the 10% for performance benchmarks has been budgeted, no more than 10% of the remaining dollars may be allocated as administrative expenses.

**NOTE: Administrative costs may not exceed 10% of total budget.**

### E. Program Budget

Training Organization					
Program Name					
Program Type					
Annual Level of Service		Total Budget		Per Person Cost	

CATEGORY	ADMINISTRATION	PROGRAM COSTS	TOTAL	IN-KIND/ MATCHING
SALARIES				
FRINGE				
CONSUMABLE MATERIALS				
NON-CONSUMABLE MATERIALS				
EQUIPMENT RENTAL				
EQUIPMENT PURCHASE				
RENT				
UTILITIES				
BUILDING MAINTENANCE				
TELEPHONE				
POSTAGE				
ADVERTISING				
INSURANCE				
PAYROLL SERVICES				
CONSULTANTS				
TRAVEL				
TEST/EXAM FEES				
INDIRECT COSTS				
FEES				
PROFITS				
OTHER (LIST/EXPLAIN)				
SPECIFIC AID TO CLIENTS/STIPENDS				
SUBCONTRACTS				
10% PERFORMANCE BENCHMARKS				
<b>TOTAL BUDGET</b>				

Administrative costs may not exceed 10% of budget total

## E. Administration Budget Justification

For each line item, explain the charges for Administration. Clearly indicate how staff time will be utilized in the specific delivery of services. Include a complete list of all materials requested and how these are essential to the program.

Note: For purposes of this budget, *consumable materials* are those that may be used and discarded; *non-consumable materials* may be used more than once.

### 1. Administrative Staff Salaries

JOB TITLE	HOURLY RATE	HOURS CHARGED PER WEEK	# WEEKS	TOTAL SALARY
<b>TOTAL SALARIES</b>				
<b>FRINGE BENEFITS</b>	<b>RATE</b>	<b>COST</b>		
F.I.C.A				
WORKERS' COMPENSATION				
HEALTH INSURANCE				
OTHER (explain)				
<b>TOTAL FRINGE</b>				

### 2. Administrative Budget Line Items

Each line item must have a complete listing of materials, services, etc. requested and an explanation of the applicability and use for the program. Additional pages may be added to describe these expenditures. Line items include: consumable materials, non-consumable materials, equipment rental, equipment purchase, rent, utilities, building maintenance, telephone, postage, advertising, dues/subscriptions/ memberships, insurance, payroll services, consultants, travel, training tools, uniforms, test/exam fees, indirect costs, fees, profits, and other items as required.

LINE ITEM	EXPLANATION

## E. Program Costs Justification

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For each line item, explain the charges for Program Costs. Clearly indicate how staff time will be utilized in the specific delivery of services. Include a complete list of all materials requested and how these are essential to the program.

Note: For purposes of this budget, *consumable materials* are those that may be used and discarded; *non-consumable materials* may be used more than once.

### 1. Program Staff Salaries

JOB TITLE	HOURLY RATE	HOURS CHARGED PER WEEK	# WEEKS	TOTAL SALARY
<b>TOTAL SALARIES</b>				
<b>FRINGE BENEFITS</b>	<b>RATE</b>	<b>COST</b>		
F.I.C.A				
WORKERS' COMPENSATION				
HEALTH INSURANCE				
OTHER (explain)				
<b>TOTAL FRINGE</b>				

### 2. Program Budget Line Items

Each line item must have a complete listing of materials, services, etc. requested and an explanation of the applicability and use for the program. Additional pages may be added to describe these expenditures. Line items include: consumable materials, non-consumable materials, equipment rental, equipment purchase, rent, utilities, building maintenance, telephone, postage, advertising, dues/subscriptions/ memberships, insurance, payroll services, consultants, travel, training tools, uniforms, test/exam fees, indirect costs, fees, profits, and other items as required.

LINE ITEM	EXPLANATION



**G. Proposed Planned Outcomes**

7/1/19 to 6/30/20

Organization \_\_\_\_\_ Program \_\_\_\_\_

Planned Outcomes	Number
Proposed Total Youth Served-Program Year	
Proposed Capacity Level (# of active youth served at any point in time)	
Proposed Number of Youth Carry Overs (if applicable)	
Proposed Number of New Enrollments	
Proposed Number of Youth obtaining High School Equivalency	
Proposed Number of Youth increasing one or more NRS Educational Functioning Levels (EFL)	
Proposed Number of Youth participating in Work Experience/Work-Based Learning	
Proposed Number of Youth entering Post-Secondary Education/Training	
Proposed Number of Youth placed into Unsubsidized Employment	
Overall cost per Youth Served	

## H. Chart of Youth Program Elements

### WIOA required program elements for youth:

1. Tutoring, study skills training, instruction and evidence-based instruction 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;
2. Alternative secondary school services, or dropout recovery services, as appropriate;
3. Paid or unpaid work experiences that have as a component academic or occupational education, which may include summer employment opportunities and other employment opportunities available through the school year; pre-apprenticeship programs; internships and job shadowing; and on-the-job training opportunities.
4. Occupational skill 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 involved;
5. Education offered concurrently with and in the same context as workforce preparation activities 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;
8. Adult mentoring for a 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;
10. Comprehensive guidance and counseling, which may include drug, alcohol abuse counseling and referral, as appropriate;
11. Financial literacy education;
12. Entrepreneurial skills training;
13. 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;
14. Activities that help youth prepare for and transition to postsecondary training education and training.

List all elements that pertain to this proposal, the list of partners and the source of funds for each. If a proposer does not directly provide any of the required elements, it must demonstrate the ability to link youth to providers of such services and must attach a formal agreement linking service.

**NOTE: It Is Not Required That All Fourteen Elements Are Included In Each Program Proposed.**

### PROGRAM ELEMENTS

Partners	1	2	3	4	5	6	7	8	9	10	11	12	13	14	Fund Source

## I. Proposal Checklist

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- Proposals submitted on the forms supplied, in paper format with all original signatures, along with (4) paper copies plus 1 copy (Word format) on a USB Flash Drive.
- Registered SAM ID number (formerly CCR)
- Registered DUNS number
- Documentation of most recent approval by the New Jersey Department of Labor and Workforce Development, New Jersey Department of Education or appropriate State or Federal agency authorized to approve such training (attach documentation as necessary)
- Registered on NJ Eligible Training Provider List (ETPL) (see NJWIN 10-17(A) attached)
- Attached curriculum and curriculum synopsis
- Attached calendar/timeline for program components
- Attached Participant Handbook
- Completed Program Fact Sheet
- Completed Statement of Need
- Completed Program Summary
- Completed Program Narrative
- Completed Organization Commitment and Capacity
- Completed Program Budget Attachments (Program Budget, Administration Costs and Program Costs Justification)
- Completed Statement of Work
- Completed Chart of Youth Program Elements
- Documentation of Partnerships/Collaborative Agreements
- Resumes and job descriptions for program personnel identified within budget
- Program Effectiveness Summary (complete chart - duplicate as necessary)
- Current Organization Chart
- Incorporation documents
- Proof of Tax-Exempt Status (if applicable)
- Audit/Certified Financial Statement
- Assurances and Certifications (signature required)
- Certification Regarding Suspension/Debarment (signature required)
- Certification Regarding Lobbying (signature required)
- Acknowledgement: Non-Discrimination and Equal Opportunity
- Attached NJ Teacher's Certification. (If no instructor selected yet, checking this box confirms the understanding that proof of Teacher's Certification will be required prior to start of program)

# Attachment 1. – NRS Educational Functioning Levels



National Reporting System  
for Adult Education

A Project of the U.S. Department of Education

NRS Test Benchmarks for Educational Functioning Levels

**Updated February 2018**

Adult Basic Education (ABE)

Educational Functioning Level (EFL)	Test Benchmarks
<p style="text-align: center;"><b>Beginning ABE Literacy (Level 1)</b></p>	<p><b>TABE<sup>1</sup> (9–10) scale scores (grade level 0–1.9):</b>                      Reading: 367 and below                      Total Math: 313 and below                      Language: 389 and below</p> <p><b>Wonderlic GAIN<sup>2</sup> scale scores:</b>                      English: 200–406                      Math: 200–314</p> <p><b>CASAS<sup>3</sup> Life and Work Reading scale scores:</b>                      Reading: 200 and below                      Math: 200 and below</p> <p><b>Tests Aligned to New ABE EFL Descriptors<sup>4</sup></b></p> <p><b>TABE (11–12) scale scores (grade level 0–1):</b>                      Reading: 300–441                      Mathematics: 300–448                      Language: 300–457</p> <p><b>CASAS Reading GOALS scale scores:</b>                      Reading: 203 and below</p>

<sup>1</sup> TABE = Tests of Adult Basic Education

<sup>2</sup> GAIN = General Assessment of Instructional Needs

<sup>3</sup> CASAS = Comprehensive Adult Student Assessment System

<sup>4</sup> See Appendix B of the NRS Technical Assistance Guide for more information on the new EFL descriptors.

Educational Functioning Level (EFL)	Test Benchmarks
<p style="text-align: center;"><b>Beginning Basic Education (Level 2)</b></p>	<p><b>TABE (9–10) scale scores (grade level 2–3.9):</b>            Reading: 368–460            Total Math: 314–441            Language: 390–490</p> <p><b>CASAS Life and Work Reading scale scores:</b>            Reading: 201–210            Math: 201–210</p> <p><b>Wonderlic GAIN scale scores:</b>            English: 407–525            Math: 315–522</p> <p><b>MAPT<sup>5</sup> scale scores:</b>            All tests: 200–299</p> <p><b>Tests Aligned to New ABE EFL Descriptors</b></p> <p><b>TABE (11–12) scale scores (grade level 2–3):</b>            Reading: 442–500            Mathematics: 449–495            Language: 458–510</p> <p><b>CASAS Reading GOALS scale scores:</b>            Reading: 204–216</p>

<sup>5</sup> MAPT = Massachusetts Adult Proficiency Test

Educational Functioning Level (EFL)	Test Benchmarks
<p style="text-align: center;"><b>Low Intermediate Basic Education (Level 3)</b></p>	<p><b>TABE (9–10) scale scores (grade level 4–5.9):</b>  Reading: 461–517  Total Math: 442–505  Language: 491–523</p> <p><b>Wonderlic GAIN scale scores:</b>  English: 526–661  Math: 523–669</p> <p><b>MAPT scale scores:</b>  <b>All tests: 300–399</b></p> <p><b>CASAS Life and Work Reading scale scores:</b>  Reading: 211–220  Math: 211–220</p> <p><b>Tests Aligned to New ABE EFL Descriptors</b></p> <p><b>TABE (11–12) scale scores (grade level 4–5):</b>  Reading: 501–535  Mathematics: 496–536  Language: 511–546</p> <p><b>CASAS Reading GOALS scale scores:</b>  Reading: 217–227</p>

Educational Functioning Level (EFL)	Test Benchmarks
<p style="text-align: center;"><b>High Intermediate Basic Education (Level 4)</b></p>	<p><b>TABE (9–10) scale scores (grade level 6–8.9):</b>  Reading: 518–566  Total Math: 506–565  Language: 524–559</p> <p><b>CASAS Life and Work Reading scale scores:</b>  Reading: 221–235  Math: 221–235</p> <p><b>Wonderlic GAIN scale scores:</b>  English: 662–746  Math: 670–775</p> <p><b>MAPT scale scores:</b>  All tests: 400–499</p> <p><b>Tests Aligned to New ABE EFL Descriptors</b></p> <p><b>TABE (11–12) scale scores (grade level 6–8):</b>  Reading: 536–575  Mathematics: 537–595  Language: 547–583</p> <p><b>CASAS Reading GOALS scale scores:</b>  Reading: 228–238</p>
<p style="text-align: center;"><b>Low Adult Secondary Education (Level 5)</b></p>	<p><b>TABE (9–10): scale scores (grade level 9–10.9):</b>  Reading: 567–595  Total Math: 566–594  Language: 560–585</p> <p><b>CASAS Life and Work Reading scale scores:</b>  Reading: 236–245  Math: 236–245</p> <p><b>Wonderlic GAIN scale scores:</b>  <b>English: 747–870</b>  Math: 776–854</p> <p><b>MAPT scale scores:</b>  All tests: 500–599</p> <p><b>Tests Aligned to New ABE EFL Descriptors</b></p> <p><b>TABE (11–12) scale scores (grade level 9–10):</b>  Reading: 576–616  Mathematics: 596–656  Language: 584–630</p> <p><b>CASAS Reading GOALS scale scores:</b>  Reading: 239 – 248</p>

Educational Functioning Level (EFL)	Test Benchmarks
<p style="text-align: center;"><b>High Adult Secondary Education (Level 6)</b></p>	<p><b>TABE (9–10): scale scores (grade level 11–12):</b>  Reading: 596 and above  Total Math: 595 and above  Language: 586 and above</p> <p><b>CASAS Life and Work Reading scale scores:</b>  Reading: 246 and above  Math: 246 and above</p> <p><b>Wonderlic GAIN scale scores:</b>  English: 871–1000  Math: 855–1000</p> <p><b>MAPT scale scores:</b>  All tests: 600–700</p> <p><b>Tests Aligned to New ABE EFL Descriptors</b></p> <p><b>TABE (11–12) scale scores (grade level 11–12):</b>  Reading: 617–800  Mathematics: 657–800  Language: 631–800</p> <p><b>CASAS Reading GOALS scale scores:</b>  Reading: 249 and above</p>

## English as a Second Language (ESL)

Educational Functioning Level (EFL)	Test Benchmarks
<p><b>Beginning ESL Literacy</b></p>	<p><b>CASAS Life and Work Reading scale scores:</b>            Reading: 180 and below            L&amp;W Listening: 162–180</p> <p><b>BEST<sup>6</sup> Plus 2.0:</b> 88–361  <b>BEST Literacy:</b> 0–20 (SPL 0–1)</p> <p><b>TABE CLAS-E<sup>7</sup> scale scores<sup>8</sup>:</b>            Total Reading and Writing: 225–394            Total Listening and Speaking: 230–407</p>
<p><b>Low Beginning ESL</b></p>	<p><b>CASAS Life and Work Reading scale scores:</b>            Reading: 181–190            L&amp;W Listening: 181–189</p> <p><b>BEST Plus 2.0:</b> 362–427  <b>BEST Literacy:</b> 21–52 (SPL 2)</p> <p><b>TABE CLAS-E scale scores:</b>            Total Reading and Writing: 395–441            Total Listening and Speaking: 408–449</p>
<p><b>High Beginning ESL</b></p>	<p><b>CASAS Life and Work Reading scale scores:</b>            Reading: 191–200            L&amp;W Listening: 190–199</p> <p><b>BEST Plus 2.0:</b> 428–452  <b>BEST Literacy:</b> 53–63 (SPL 3)</p> <p><b>TABE CLAS-E scale scores:</b>            Total Reading and Writing: 442–482            Total Listening and Speaking: 450–485</p>
<p><b>Low Intermediate ESL</b></p>	<p><b>CASAS Life and Work Reading scale scores:</b>            Reading: 201–210            L&amp;W Listening: 200–209</p> <p><b>BEST Plus 2.0:</b> 453–484  <b>BEST Literacy:</b> 64–67 (SPL 4)</p> <p><b>TABE CLAS-E scale scores:</b>            Total Reading and Writing: 483–514            Total Listening and Speaking: 486–525</p>

<sup>6</sup> BEST = Basic English Skills Test

<sup>7</sup> TABE CLAS-E = Test of Adult Basic Education Complete Language Assessment System – English

<sup>8</sup> Refer to the TABE CLAS-E Technical Manual for score ranges for individual reading, writing, listening and speaking tests. Table shows only total scores.

Educational Functioning Level (EFL)	Test Benchmarks
<p><b>High Intermediate ESL</b></p>	<p><b>CASAS Life and Work Reading scale scores:</b>  Reading: 211–220  L&amp;W Listening: 210–218</p> <p><b>BEST Plus 2.0:</b> 485–524  <b>BEST Literacy:</b> 68–75 (SPL 5)</p> <p><b>TABE CLAS-E scale scores:</b>  Total Reading and Writing: 515–556  Total Listening and Speaking: 526–558</p>
<p><b>Advanced ESL</b></p>	<p><b>CASAS Life and Work Reading scale scores:</b>  Reading: 221–235  L&amp;W Listening: 219–227</p> <p><b>BEST Plus:</b> 525–564 (exit 565 and higher)  <b>BEST Literacy<sup>9</sup>:</b> 76–78 (SPL 6)</p> <p><b>TABE CLAS-E scale scores:</b>  Total Reading and Writing: 557–600  Total Listening and Speaking: 559–600</p>

<sup>9</sup> Students can be placed into advanced ESL using Best Literacy but the test does not assess skills beyond this level so students cannot exit Advanced ESL with this test. Retesting of students who enter this level with another assessment is recommended.

## Attachment 2. – New Jersey Workforce Innovation Notice 10-17 (A)

**TO:** Workforce Development System  
**FROM:** John Bicica, Chief,  
 Office of WDB Coordination and Support

**SUBJECT:** Eligible Training Provider List procedures for competitively procured programs  
**DATE:** March 28, 2018

**PURPOSE:** To inform the workforce development system of new procedures related to the Eligible Training Provider List (ETPL).

### **Background**

Workforce development service providers who are contracted by local workforce development boards through a competitive process (i.e. a request for proposal) will have new procedures for being placed on the ETPL. This applies to competitively procured providers of WIOA Title I Youth services and WorkFirst New Jersey services. The following procedures are to be followed upon the award of such a contract:

1. The local board will inform the provider they must complete a *New Jersey Eligible Training Provider List WIOA Youth/WFJ Initial Provider Application Packet*. The packet must then be submitted to Stephanie Zacniewski of the Occupational Employment Information (COEI) upon completion at [stephanie.zacniewski@dol.nj.gov](mailto:stephanie.zacniewski@dol.nj.gov)
2. The local board must forward the following documentation to COEI:
  - a. A copy of the summary scoring rubric used by the proposal evaluators
  - b. A copy of the executed contract

COEI will enter the information from the Application Packet into the Eligible Training List. The programs will be identified as **WFJ Only** or **WIOA Youth Only** as appropriate. These specified programs will not be eligible to receive referrals for individual training accounts. Providers do not have to wait for placement on the ETPL to begin services. The providers will not be responsible for providing performance information to COEI; however, local boards must ensure that participant records, including outcomes, are kept current in America’s One-Stop Operating System. This allows local areas to accurately factor past performance for any subsequent proposal evaluations.

Documentation related to procurement will be shared with the Monitoring Performance Unit for the purposes of the annual procurement review. The Monitoring Performance Unit will only request documents not part of this approval process (such as the notice of availability) during their review.

**Please note that no action is required of any proposers before or during the proposal evaluation process. Only the organizations that are awarded contracts will be subject to these procedures.**

Programs that are placed on the ETPL through this process will remain for the duration of their contract. If a local board terminates a contract with a provider before the expiration date, the local board must notify COEI so that the corresponding program can be removed from the ETPL.

### **References**

None

### **Rescissions**

None

### **Action Required**

Local workforce development boards should ensure that these procedures are shared with all relevant contracting staff.

### **Authority**

New Jersey Department of Labor and Workforce Development	<b>X</b>
State Employment And Training Commission	

**Questions** For questions regarding these procedures, contact Stephanie Zacniewski, COEI, at [stephanie.zacniewski@dol.nj.gov](mailto:stephanie.zacniewski@dol.nj.gov) of whom State or local government payments are mad

## Attachment 3. - Glossary

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**Basic Literacy Skills Deficient:** The level that an individual computes and/or solves problems, reads, writes or speaks English at or below grade level 8.9 or is unable to compute and/or solve problems, read, write or speak English at a level necessary to function on the job, in the individual's family, or in society..

**Basic Skills Goal:** The measurable increase in basic education skills including reading comprehension, math computation, writing, speaking, listening, problem solving, reasoning, and the capacity to use these skills.

**Career Pathway Model:** Career pathways are an integrated collection of programs and services intended to develop students' core academic, technical and employability skills; provide them with continuous education, training; and place them in high-demand, high-opportunity jobs.

**Case Management:** The provision of customer-centered approach in the delivery of services, designed to prepare and coordinate comprehensive services strategies for youth and to provide job and career counseling during program participation and after job placement.

**Collaborative Partner:** The entity/organization/individual who delivers allowable services/activities to eligible individuals for entry into training or subsidized employment along with and under the direction, supervision and license (where relevant) of the Subgrantee and is identified as a collaborative partner at the time of proposal submission.

**Common Measures:** Participants who are not employed at the date of participation; employment retention – those who are employed in the second quarter and fourth quarter after the exit; median earnings and credential attainment.

**Credential:** Nationally recognized degree or certificate or/locally recognized credential. Credentials include but are not limited to a high school diploma; High School Equivalency (HSE) or other recognized equivalents, post-secondary degrees/certificate, recognized skills standards and licensure industry-recognized certificates.

**Educational Functioning Levels (EFL):** The National Reporting System approach to measuring educational gain is to define a set of educational functioning levels (EFL) in which students are initially placed when they enter the program based on their abilities to perform literacy-related tasks in content areas.

**Eligible Service Provider:** A provider of a program, training, service or activity that has been approved by the State Employment and Training Commission (SETC) and is on the Eligible Training Provider List.

**Employment:** Obtainment of employment for at least 30 hours per week or employment of less than 30 hours per week but earning a wage that is sufficient to exclude the participant from receiving cash public assistance.

**Follow-up Services:** Services may include, but are not limited to: leadership development and supportive services activities; regular contact with the participant and/or his employer; assistance in securing better paying jobs, career development, and further education; work-related peer support groups; adult mentoring; tracking participant's progress in employment after training.

**Hard-to-Serve Individual:** Person with barriers to employment which include one or more of the following categories but not limited to: basic skills deficient; school dropout; recipient of cash welfare payments including recipients under the WFNJ program; ex-offender; individual with disabilities; homeless individual.

**Individual Service Strategy (ISS):** An ongoing strategy jointly developed by the youth and the counselor that identifies the youth's employment goals, the appropriate achievement objective, and the appropriate combination of services for the individual to achieve the employment goals and is directly linked to one or more of the performance indicators based on the objective assessment.

**In-kind/other sources:** Services and resources that are provided at no cost to the proposal.

**Instructional Costs:** The cost involved in providing any program for eligible participants, including tuition, entrance and student assistance fees that represent instructional costs which have a direct and immediate impact on the participants' ability to successfully complete their activities. Such costs may include books, uniforms, materials or other supplies needed by the participant to enter into a program or course.

**Labor Market Area:** Geographic area in which individuals reside and may find employment within a reasonable distance from their residences, or, to which they can readily change employment without changing place of residency, as determined by the New Jersey Department of Labor and Workforce Development.

**Level of Service:** The level of service refers to the total number of unduplicated participants that will be served during this proposed contract period.

**Literacy:** An individual's ability to read, write and speak in English, and to compute and solve problems, at levels of proficiency necessary to function on the job, in the family and in society; includes basic computers and financial literacy.

**Local Area:** Local workforce investment area designated under the provisions of WIOA and approved by the Governor. For the purpose of this RFP, the Local Area refers to Passaic County.

**Memorandum of Understanding (MOU):** For the purpose of this RFP, a written agreement between two or more entities that defines specific terms or arrangements between the entities for providing services. Generally, no costs are provided for in the MOU as the exchange of services can take place as 'in-kind' costs.

**National Reporting System:** The National Reporting System for Adult Education (NRS) is an outcome-based reporting system for the State-administered, federally funded adult education program.

**Objective Assessment:** A review of basic skills, occupational skills, prior work experience, employability, interests, aptitudes, supportive service needs and developmental needs for the purpose of identifying career pathways and appropriate services for each youth.

**Occupational Skills Goal:** Proficiency to perform actual tasks and technical functions required by certain occupational fields at entry, intermediate or advanced levels. Familiarity with and use of set-up procedures, safety measures, work-related terminology, record keeping and paperwork formats, tools, equipment and material and breakdown and cleanup routines.

**Offender:** Any adult or juvenile who is or has been subject to any stage of the criminal justice process, for whom services under WIOA may be beneficial, or, any individual who requires assistance in overcoming artificial barriers to employment resulting from a record of arrest or conviction.

**One-Stop Career Center:** As designated by the Workforce Development Board, consortia of organizations that are able to provide multiple workforce services and activities, as allowable under WIOA in a centralized location.

**One-Stop Operator:** Coordinates required One-Stop Partners and Service Providers across the One-Stop delivery system.

**Open Entry:** Referral of participants by the Local Area Operating Entity to service providers on an individual basis. Service is designed to accept participants at various stages throughout the activity.

**Performance Based Contract:** As designated in this RFP, Performance Based Contracts are those wherein payments to service providers are made at established intervals following the attainment of significant segments of skills attainment and job placement, if applicable.

**Performance Measures:** Core program metrics established by the US Department of Labor that form the basis for outcome attainments...

**Skills Attainment:** The level of achievement or performance that a participant is expected to achieve through classroom training. Skills must have a measurable level of achievement.

**Subcontractor:** An entity/organization/individual who delivers allowable services/activities to eligible individuals for entry into training or subsidized employment in place of the Subgrantee.

**Supportive Services:** Those activities or services that are designed to contribute to the training and employability of participants. Services may include, but are not limited to, outreach; development of job openings; referrals to other service organizations; assistance with child care costs; assistance with transportation costs; legal services; referrals to medical services; assistance with uniforms and other appropriate work attire and work-related tool costs; financial counseling and assistance; special services and materials for disabled individuals.

**Training:** A planned, systematic sequence of instruction or other learning experience on an individual or group basis under competent supervision, which is designed to impart skills, knowledge, or abilities to prepare individuals for suitable employment.

**Unsubsidized Employment:** Full-time or part-time employment not financed from funds provided under WIOA or other government based and funded projects.

**Work Readiness Skills:** Proficiency in world of work awareness, labor market knowledge, occupational information, values clarification and personal understanding, career planning and decision making, job search techniques, survival/daily living skills, positive work habits, attitudes and behaviors, development of motivation and adaptability and obtainment of effective coping and problem solving skills.

**Workforce Innovation and Opportunity Act of 2014 (WIOA):** (Public Law 113-128) Law to consolidate, coordinate and improve employment, training, literacy and vocational rehabilitation programs in the United States.

**Workforce Development Board (WDB):** Local partnerships of private and public sector organizations that will provide coordinated planning, policy guidance and oversight for all workforce readiness programs in a designated Local Area.

**Youth:** WIOA (Public Law 113-128) defines In-School Youth as 14-21 years old, attending compulsory school, low income and having at least one criterion as defined; Out-of-School Youth 16-24 years old and not attending compulsory school and meeting at least one criterion as defined.

## Attachment 4. – Assurances and Certifications

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I certify that I am the Chief Executive Officer of the Agency/Cooperation authorized to sign this proposal:

Furthermore:

- 1) This proposal is a firm offer until June 30, 2020. All service costs included in the proposal are accurate, complete and current and will be in effect through June 30, 2020.
- 2) There exists no potential for organizational conflict of interest related to individuals within the Agency/Cooperation and individuals within Passaic County, the Workforce Development Board of Passaic County and the Passaic County One-Stop Career Center.
- 3) The program will be conducted in accordance with the Workforce Innovations and Opportunity Act of 2014, all applicable federal, state and local regulations, and the Workforce Development Board Plan.
- 4) Any facility to be utilized in performance of any proposed contract has not been listed on the Environmental Protection Agency (EPA) List of Violating Facilities. The Agency/Cooperation will promptly notify Passaic County, prior to award of the receipt of any communication from the Director, Office of Federal Activities, EPA that any facility which is proposed for use for the performance of the contract is under consideration for the EPA List of Violating Facilities.
- 5) Prior to the receipt of funding, the Agency/Cooperation will obtain bonding for anyone who handles funds. The amount of bonding for each appropriate worker will be for a minimum of \$100,000. An insurance statement of coverage for persons handling funds will be providing.
- 6) If the Agency/Cooperation has a Board of Directors, then the signature of the authorized representative of the Board on this document specifies the Board's awareness of this application and assurance that the Board will make periodic checks (monitor) to determine and ensure adequate program operation.
- 7) The undersigned recognizes and accepts the fact that all funding is contingent upon the availability of federal/state funds and the continued federal/state authorization for program activities and the proposal is subject to amendment or termination due to lack of funds or authorization.
- 8) Any facility to be utilized in the performance of this contract satisfies all regulations concerning health and safety conditions.
- 9) We recognize and accept the fact that the County of Passaic, the Workforce Development Board of Passaic County and the Passaic County Workforce Development Center can and may institute a ceiling on the cost in order to satisfy the requirements for the Workforce Innovations and Opportunity Act of 2014.

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Signature	Name/Title
Organization	Date

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## **Attachment 5.**

### **INSTRUCTIONS FOR CERTIFICATION, DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies including suspension and/or debarment.

The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntary excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

The prospective recipient of Federal assistance funds further agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.

The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled “*Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions*”, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties from Procurement or Nonprocurement Programs.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

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**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTION**

This certification is required by the regulations implementing Executive Order 12549. Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The revised regulations were published on July 1, 1997.

**(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION.)**

The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective recipient of Federal assistance is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Name and Title of Training Agent's Authorized Representative

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AUTHORIZED SIGNATURE

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Date

**Attachment 6.**

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**CERTIFICATION REGARDING LOBBYING**  
**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE**  
**AGREEMENTS**

The undersigned certifies to the best of his or her knowledge and belief that:

No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material presentation representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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**Grantee/Contractor Organization**

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**Name of Certifying Official – Title**

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**Signature**

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**Date**

NOTE: In these instances “All” in the Final Rule is expected to be clarified to show that it applies to covered contract grant transactions over \$100,000 (per OMB).

## **Attachment 7.**

# **NON-DISCRIMINATION AND EQUAL OPPORTUNITY**

As a condition to the award of financial assistance under the Workforce Opportunity and Investment Act (WIOA) from the Department of Labor and the local Workforce Development Board, the applicant assures with respect to the WIA-funded program or activity and all agreements or arrangements to carry out the WIA-funded program that it will fully comply with the following provisions:

### Section 188. Nondiscrimination

#### a) In General -

1. **FEDERAL FINANCIAL ASSISTANCE** - For the purpose of applying the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), on the basis of sex under the IX of the Education Amendments of 1972(20 U.S.C. 1681 et seq.), or on the basis of race, color, or national origin under title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000 et seq.), programs and activities funded or otherwise financially assisted in whole or in part under this Act are considered to be programs and activities receiving Federal financial assistance.
2. **PROHIBITION OF DISCRIMINATION REGARDING PARTICIPATION, BENEFITS, AND EMPLOYMENT** - No individual shall be excluded from participation in, denied benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any such program or activity because of race, color, religion, sex (except as otherwise permitted under title IX of the Education Amendments of 1972), national origin, age, disability, or political affiliation or belief.

In cases in which the training provider receives awards from other funding sources such as the U.S. Department of Labor Welfare-to-Work program, the New Jersey Work First Program, the Rehabilitation Agency, etc., the applicant agrees to comply with the nondiscrimination provisions relating to those programs.

**TECHNICAL SPECIFICATIONS AND PRICING TABLE**  
**CRITERIA FOR RATING BY REFERENCES**  
(To be used by the Selection Committee)

The review of proposals will take place under the competitive contracting method as required by New Jersey's Local Public Contracts Law. Immediately following the submission deadline, proposals will be opened and reviewed by a specially convened review committee. The Committee will rank proposals and the highest ranked proposal will be recommended for award of contract by the Board of Chosen Freeholders. The criteria on which reviewers will rank proposals include the following categories: (1) Technical; (2) Management; and (3) Cost.

**Criteria for Vendor Selection:**

Management

Does the vendor have experience servicing Counties in New Jersey?

Technical

Cost

**WILLING TO PROVIDE THE GOODS OR SERVICES HEREIN BID UPON TO REGISTERED MEMBERS IN PASSAIC COUNTY COOPERATIVE PRICING SYSTEM # 38-PCCP**

\_\_\_\_\_ Check here if willing to provide the goods or services herein bid upon to Registered Members in System Passaic County Cooperative Pricing #38-PCCP who have submitted estimates without substitution or deviation from specifications, size, features, quality, price or availability as herein set forth. It is understood that orders will be placed directly by the registered members identified herein by separate contract, subject to the overall terms of the Master Contract to be awarded by the County of Passaic, that no additional service or delivery charges will be allowed, except as permitted by these specifications.

**EXHIBIT I**

**SIGNATURE REQUIRED ON PAGE 2**

**OWNERSHIP DISCLOSURE CERTIFICATION**

N.J.S.A. 52:25-24.2 (P.L. 1977 c33, as amended by P.L 2016 c43)

Vendors must comply with Chapter 33, Public Laws of 1977 (N.J.S.A. 52:25-24.2), requiring bidders for County contracts to submit a list of names and addresses of all stockholders owning ten percent (10%) or more of their stock of any class, or in the case of a partnership, the names and addresses of those partners owning ten percent (10%), or greater interest therein.

No corporation, or partnership, or limited liability company 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, partner or owner is itself a corporation or partnership, the stockholder 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.**

**FAILURE OF THE BIDDER/RESPONDENT TO SUBMIT THE REQUIRED INFORMATION IS CAUSE FOR AUTOMATIC REJECTION. N.J.S.A. 40A: 11-23.2**

**CHECK ONE:**

I certify that the list below contains the name and addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned. However, if a parent entity holding 10% or more is a publicly traded entity, then the respondent in complying with N.J.S.A. 52:25-24.2 may submit the name and address of each publicly traded entity, and the name and address of each person holding 10% or more beneficial interest in the publicly traded entity as of the last the last annual filling with the Security Exchange Commission (SEC), or foreign equivalent.

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

LEGAL BUSINESS NAME OF BIDDER: \_\_\_\_\_

**Check which business entity applies:**

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Subchapter S Corporation

Other \_\_\_\_\_

Limited Liability Partnership

Limited Liability Company

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

Date Incorporated: \_\_\_\_\_ Where Incorporated: \_\_\_\_\_

EXHIBIT I - CONTINUED (Page 2)

BUSINESS ADDRESS:

Street Address	City	State	Zip
Telephone #		Fax#	

Listed below are the names and addresses of all stockholders, partners or individuals who own ten (10%) percent of more of its stock of any class, or who own ten (10%) percent or greater interest therein. If one or more such stockholder, partner or owner is itself a corporation or partnership, the stockholder 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.

Name \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

**Publicly Traded Parent Company Disclosure:**

Submit the Website (URL) providing the last annual SEC, or foreign equivalent filing:

Please list the applicable page number(s) of the SEC or foreign equivalent filing:

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name & Title \_\_\_\_\_

CONTINUE ON ADDITIONAL SHEET IF NECESSARY:  YES  NO

**EXHIBIT II**

**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY:

COUNTY OF PASSAIC:

I, \_\_\_\_\_ of the City of \_\_\_\_\_ In the County of \_\_\_\_\_

and the State of \_\_\_\_\_ of full age, being duly sworn according to the law on my oath,

depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(Title or Position)

Bidder making the proposal for the above-named contract, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into an agreement, participate in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above-named contract, 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 Passaic relied upon the truth of the statements contained in said proposal and in this affidavit in awarding the Contract for the said proposal.

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 fees, except bonafide employees or bonafide established commercial or selling agencies maintained

\_\_\_\_\_  
(Name of Vendor)

**Authorized Signature:** \_\_\_\_\_

Name of Signatory: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Fax \_\_\_\_\_

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

Date: \_\_\_\_\_

Subscribes and Sworn to before me this

\_\_\_\_\_ Day of \_\_\_\_\_

\_\_\_\_\_  
(Signature of Notary Public)

Notary Public of \_\_\_\_\_

\_\_\_\_\_

My Commission Expires \_\_\_\_\_20 \_\_\_\_

**EXHIBIT III**

**BID BOND**

Ten Percent of amount of bid \$ \_\_\_\_\_ not to exceed Twenty Thousand and no/100 Dollars (10% NTE \$20,000.00).

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_ as Principal, and \_\_\_\_\_, as Surety, is hereby held and firmly bound unto the County of Passaic, as Owner, in the Penal Sum of \_\_\_\_\_ for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

The condition of the above obligation is such that whereas the Principal has submitted to a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the

\_\_\_\_\_

NOW THEREFORE,

- A) If said bid shall be rejected or in the alternative,
- B) If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of contract attached hereto (properly completed in accordance with said bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in the connection therewith, and shall in all other respects perform the agreement created in the acceptance of said bid.

Then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value receive, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by any extension of time within which the Owner may accept such bid; and Surety does hereby waive notice of such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of -them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

By \_\_\_\_\_  
Witness

\_\_\_\_\_  
Principal

By \_\_\_\_\_

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Attorney-in-Fact

**EXHIBIT IV**

**CONSENT OF SURETY**

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$1.00, lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration, the

\_\_\_\_\_ Incorporated, organized and existing under the laws of the State of \_\_\_\_\_ and licensed to do business in the State of New Jersey, certifies and agrees, that if contract for: \_\_\_\_\_ is awarded to:

\_\_\_\_\_ the undersigned Corporation will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Contractor

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Attorney - in-Fact

**EXHIBIT V**

**COUNTY OF PASSAIC DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN  
SIGNATURE REQUIRED ON BOTTOM OF THIS PAGE**

Solicitation Number: \_\_\_\_\_

Bidder/Offeror: \_\_\_\_\_

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 the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

**I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:**

is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipe lines used to transport oil or liquefied natural gas, for the energy sector of Iran,  
AND  
is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Division of Purchase under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.** You must provide, 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 outlined above by completing the boxes below.

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

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

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_

## **EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES:**

The Contractor and the County of Passaic do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 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 thereto, 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 as practicable after a claim has been made, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the 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.

**EXHIBIT VI**

**LAST PAGE SIGNATURE**

This form must be completed and signed regardless of bid guarantee requirements. By completing and signing this form you are confirming that you have carefully examined the advertisements, addenda and specifications for the furnishing and delivery of the enclosed named item(s) and that \_he will contract to furnish said items as specified in the schedule of prices. Accompanying this proposal, **if required** in the Bid Document Checklist, is a Certified Check or Cashier's Check payable to the County of Passaic Treasurer, in the sum of \$ \_\_\_\_\_, which the undersigned agrees is to be forfeited, if the contract is awarded to the undersigned, and the undersigned shall fail to execute the Contract for the items or furnish the bond required within the stated time: otherwise the check will be returned to the undersigned. The undersigned is: \_\_\_\_\_ (an individual), \_\_\_\_\_ (a partnership), a corporation \_\_\_\_\_ under the laws of the State of \_\_\_\_\_, having principal offices at \_\_\_\_\_.

IN THE EVENT THE BID OF THE UNDERSIGNED IS ACCEPTED, FOLLOWING ARE THE NAMES AND TITLES OF EITHER THE PRESIDENT OR VICE-PRESIDENT AND THE SECRETARY OF THE CORPORATION WHO WILL EXECUTE THE CONTRACT AND PERFORMANCE BOND ON BEHALF OF THE CORPORATION.

IF THE CONTRACT AND PERFORMANCE BOND ARE TO BE EXECUTED BY OFFICERS OTHER THAN THE PRESIDENT OR VICE-PRESIDENT AND THE SECRETARY OF THE CORPORATION, INDICATE THE NAMES AND TITLES OF SUCH OTHER OFFICERS. IN THIS EVENT, A CERTIFIED COPY OF A RESOLUTION ADOPTED BY THE CORPORATION AUTHORIZING SUCH OTHER OFFICERS TO EXECUTE MUST ACCOMPANY THE PROPOSAL.

1.

\_\_\_\_\_ NAME TITLE

2.

\_\_\_\_\_ NAME TITLE

After the award is made, a contract will be drawn. All rights and liabilities of the contracting parties are contained in this contract agreement. When executed, this agreement incorporates the terms and conditions of all prior documents, including the request for quotation, the specifications and the bid.

The undersigned hereby declares that \_he has carefully examined the advertisements, addenda and specifications for the furnishing and delivery of the enclosed named item(s) and that \_he will contract to furnish said items as specified in the schedule of prices.

**Authorized Signature:** \_\_\_\_\_

Name of Signatory: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Date: \_\_\_\_\_

NOTE: All respondents, including Non-Profits must complete, sign and submit this page.

VENDORS: PLEASE WRITE YOUR FEDERAL ID NUMBER HERE: \_\_\_\_\_

## **EXHIBIT A**

### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27**

#### **GOODS PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, 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 action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with **N.J.A.C. 17:27-5.2**, or a binding determination of the applicable county employment goals determined by the Division, pursuant to **N.J.A.C. 17:27-5.2**.

## **EXHIBIT A (Cont)**

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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal 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 applicable 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 with-out regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval  
Certificate of Employee Information Report Employee  
Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant **to Subchapter 10 of the Administrative Code at N.J.A.C.17:27.**

## **EXHIBIT B**

### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A 10:5-31 et seq., N.J.A.C. 17:27**

#### **CONSTRUCTION CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, 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 action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by **N.J.A.C. 17:27-7.3**; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards pre-scribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with **N.J.A.C. 17:27-7.3**.

The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A). If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regard-less of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures pre-scribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal. .

(B). If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:

- (1). To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
- (2). To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- (3). Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
- (4). To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;
- (5). If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers so laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing **N.J.S.A. 10:5-31 et. seq.:**

(6). To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(ii). If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.

(iii). If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7). To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C). The contractor or subcontractor agrees that nothing contained in (13) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that,

in implementing the procedures of (B) above it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women .

(D). The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

# Request for Taxpayer Identification Number and Certification

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

<b>Print or type. See Specific Instructions on page 3.</b>	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) * _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) *	<small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

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

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

<b>Social security number</b>											
					-				-		
<b>OR</b>											
<b>Employer identification number</b>											
					-						


## Part II Certification


Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person *	Date *
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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: <b>TAX REGISTRATION TEST ACCOUNT</b>	TRADE NAME: <b>CLIENT REGISTRATION</b>	
TAXPAYER IDENTIFICATION#: <b>970-097-382/500</b>	SEQUENCE NUMBER: <b>0107330</b>	
ADDRESS: <b>847 ROEBLING AVE TRENTON NJ 08611</b>	ISSUANCE DATE: <b>07/14/04</b>	
EFFECTIVE DATE: <b>01/01/01</b>		
FORM-BRC(08-01)	 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	
<b>Taxpayer Name:</b>	TAX REG TEST ACCOUNT
<b>Trade Name:</b>	
<b>Address:</b>	847 ROEBLING AVE TRENTON, NJ 08611
<b>Certificate Number:</b>	1093907
<b>Date of Issuance:</b>	October 14, 2004
<b>For Office Use Only:</b>	
20041014112823533	