

RFP 2022-42
OUT OF SCHOOL
YOUTH FOR CAPE MAY
COUNTY

PUBLIC NOTICE OF OPPORTUNITY

PROOF OF PUBLICATION:

SPECIFICATION NO. 42 – REQUEST FOR PROPOSALS FOR OUT-OF-SCHOOL YOUTH PROGRAMS FOR YEAR 2022-2023 FOR THE CAPE MAY COUNTY DIVISION OF WORKFORCE DEVELOPMENT

DATE OF BID:

7/13/22

DATE OF PUBLICATION:

6/8/22

THE HERALD

2022 Specification No. 42
ADVERTISEMENT FOR COMPETITIVE CONTRACT
BOARD OF COMMISSIONERS
CAPE MAY COUNTY - NEW JERSEY

Notice is hereby given that sealed proposals addressed to Clerk of the Board will be received up to 2:00 pm (closing time) on WEDNESDAY, JULY 13th, 2022. At which time they will be publicly opened and read in the Caucus meeting room in the Administration Building, 4 Moore Road, Cape May Court House, New Jersey, 08210, for the following:

REQUEST FOR PROPOSALS FOR OUT-OF-SCHOOL YOUTH PROGRAMS FOR YEAR 2022-2023 FOR THE CAPE MAY COUNTY DIVISION OF WORKFORCE DEVELOPMENT

The youth services highlighted in this purchase are supported by the New Jersey Department of Labor (NJDOLE) with funds from the United States Department of Labor (USDOL) through the Workforce Innovation and Opportunity Act (WIOA). 100% of these services are financed through federal funding sources.

Forms, instructions, specifications, and

other competitive contract documents may be examined or obtained at the Office of the Purchasing Department during normal office hours at the above address or on the County's procurement portal located at www.capemayprocure.org.

The Board reserves the right to reject any or all proposals in whole or in part and to waive such formalities as may be permitted by law.

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

GERALD M. THORNTON
COMMISSION DIRECTOR
1x Fee = \$23.09
6/8/22

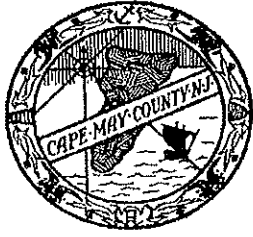
REQUEST FOR PROPOSAL

2022 Specification No. 42



**Cape May County Division of Workforce Development Workforce
Innovation and Opportunity Act Out-of-School
Youth Programs for Year 2022-2023**

JUNE 8th, 2022



DATE OF ADVERTISEMENT
JUNE 8th, 2022

2022 Specification No. 42

ADVERTISEMENT FOR COMPETITIVE CONTRACT
BOARD OF COMMISSIONERS
CAPE MAY COUNTY – NEW JERSEY

Notice is hereby given that sealed proposals, addressed to Clerk of the Board, will be received up to **2:00 pm** prevailing time, on **WEDNESDAY, JUNE 29th, 2022** at which time they will be publicly opened and read in the Caucus meeting room in the Administration Building, 4 Moore Road, Cape May Court House, New Jersey, 08210, for the following:

**Cape May County Division of Workforce Development Workforce
Innovation and Opportunity Act Out-of-School
Youth Programs for Year 2022-2023**

The youth services highlighted in this public notice are supported by the New Jersey Department of Labor (NJDL) with funds from the United States Department of Labor (USDOL) through the Workforce Innovation and Opportunity Act (WIOA). 100% of these services are financed through federal funding sources.

Forms, instructions, specifications, and other competitive contract documents may be examined or obtained at the Office of the Purchasing Department during normal office hours at the above address or on the County's procurement portal located at www.capemayprocure.org.

The Board reserves the right to reject any or all proposals in whole or in part and to waive such informalities as may be permitted by law.

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

GERALD M. THORNTON
COMMISSION DIRECTOR

CAPE MAY COUNTY
DOCUMENT CHECK LIST

The following documents must be submitted with the proposal or proposal will be rejected:

- | | |
|--|------------|
| 1. Proposal Page(s) – MUST BE SIGNED | _____ |
| 2. Stockholder Disclosure/Ownership Statement Form –MUST BE SIGNED | _____ |
| 3. Addendum – MUST BE SIGNED | _____ |
| 4. Bid Security | <u>N/A</u> |
| 5. Consent of Surety | <u>N/A</u> |

The following documents should be submitted with the proposal; however, if your firm is recommended for award, the following forms must be provided with your signed contract:

- | | |
|---|-------|
| 6. New Jersey Business Registration Certificate | _____ |
| 7. Licenses/Certification as identified in the Specification | _____ |
| 8. Certificate of Insurances | _____ |
| 9. W-9 | _____ |
| 10. Equal Employment Opportunity – One of the following documents:
a. Letter of Federal Affirmative Action Plan Approval,
b. Certificate of Employee Information Report,
c. Employee Information Report Form AA302 | _____ |
| 11. Appointment of Process Agent-Service | _____ |
| 12. Iran Certification – P.L. 2012 | _____ |

FIRM NAME: _____

INSTRUCTIONS TO PROPOSERS

1. **General Information:** The County of Cape May (hereinafter the "County") is requesting Competitive Contracting Proposals for the purpose of awarding a contract for **Cape May County Division of Workforce Development Workforce Innovation and Opportunity Act Out-of-School Youth Programs Program Year 2022-2023**, as defined, described, and listed herein. This Proposal is being issued pursuant to N.J.S.A.19:44A-20.4, *et seq.* "Fair and Open." The County shall award a contract on a competitive contracting basis to the most responsible firm who, in the opinion of the County, best meets all of the conditions and specifications outlined in this Request for Competitive Contract proposal, and best fulfills the needs to provide the services described herein, cost and other factors considered; i.e., based on evaluations conducted in accordance with N.J.S.A.40A:11-4.1, *et seq.* and N.J.A.C. 5:34-4.1, *et seq.* The contents of the Proposal submitted by the successful Contractor and this Request for a Proposal shall become part of the contract for these services, and the contents of this Request for a Proposal shall be controlling if conflicting terms are contained in the Proposal, unless specifically and affirmatively agreed to in writing by the County. The successful Contractor will be expected to execute said contract with the County of Cape May within twenty-one (21) days, pursuant to N.J.S.A.40A:11-24(b).

2. **Submission of Request For Proposals (hereinafter "RFP(s)"):** Sealed RFPs shall be submitted in an envelope and Proposers shall write their **Name, Address, RFP Number, and RFP Title** on the front of the envelope. The County assumes no responsibility for RFPs opened in error due to improperly marked envelopes. RFPs shall be forwarded to the attention of **Kevin R. Lare, Administrator/Clerk of the Board, 4 Moore Road, Cape May Court House, NJ 08210.**
 - a. An RFP cannot be withdrawn after the expiration of the time established for receiving RFPs, nor can any changes in price or other substantive details be made by letter, electronic mail, telephone, or verbal statement.
 - b. It is the Contractor's responsibility to ensure that RFPs are presented to the County on the hour and at the place designated herein. RFPs may be hand delivered, mailed, or sent express carrier. The County assumes no responsibility for RFPs forwarded by mail or express carrier. RFPs received after the designated time and date will be returned, unopened, to the Contractor.
 - c. RFPs must be signed in ink by a duly authorized official and only original signatures will be accepted. Any RFP showing any erasure/alteration must be initialed in ink by the Contractor.
 - d. The County shall not be responsible for any expenses incurred by any firm in preparing or submitting a RFP. All RFPs shall provide a straight forward, concise delineation of the firm's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness, cost, and clarity of content.
 - e. Contractors shall furnish one (1) signed original, clearly labeled as "**Original**" on the front of the proposal, two (2) copies, and one (1) Electronic Version, in PDF format in a USB Flash Drive of the completed Proposal, delivered by 2:00 P.M. prevailing time, on WEDNESDAY, JUNE 29th, 2022. PDF files via e-mail will not be accepted.

3. **Choice of Law:** The laws of the State of New Jersey (without giving effect to its conflicts of laws principles) govern all matters arising out of or relating to this contract, including, without limitation its validity, interpretation, construction, performance, and enforcement.

4. **Designation of Venue:** Any party bringing a legal action or proceeding against any other party, arising out of or relating to this contract shall bring the legal action or proceeding in the Superior Court of New Jersey-Law Division sitting in Cape May Court House, New Jersey.
5. **Waiver to Contest Jurisdiction:** Each party waives, to the fullest extent permitted by law:
 - a. Any objection which it may now or later have to the laying of venue of any legal action or proceeding arising out of or relating to this Contract brought in the Superior Court of New Jersey-Law Division sitting in Cape May Court House, New Jersey.
 - b. Any claim that any action or proceeding brought in such court was brought in an inconvenient forum.
6. **RFP Evaluation:** All RFPs shall be evaluated pursuant to N.J.S.A. 40A:11-4.5 et seq and N.J.A.C. 5:34-4.1 et. seq.
7. **“PAY-TO-PLAY” – NOTICE OF DISCLOSURE REQUIREMENTS – P.L. 2005, C.271, SECTION 3:** The Contractor is hereby advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (“ELEC”) pursuant to N.J.S.A.19:44A-20, *et seq.*, if the Contractor receives contracts in excess of \$50,000.00 from public entities in a calendar year. Annual Disclosures require submission by March 30th, of each year, covering contracts and contributions for the prior calendar year. It is the Contractor’s responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at www.elec.state.nj.us or by calling 1-888-313-ELEC. Contractor acknowledges that they meet the Notice of Disclosure Requirements with any prior year and resultant contract for the term (inclusive of optional extension years).
8. **Pricing and Proposal:** Failure to properly complete and execute the Proposal Page(s), shall constitute a fatal defect, which can neither be cured nor waived and shall result in rejection of the RFP pursuant to N.J.S.A. 40A:11-23.2 et seq.
9. **Award of Contract:** The County of Cape May shall award contract(s) to the most advantageous proposals, fees, and other factors considered in accordance with the evaluation criteria established in this proposal.
10. **Term of Contract:** The initial term of the contract(s) shall be for Eleven (11) Months commencing, upon execution by the County, on or about **AUGUST 1st, 2022**. Furthermore, pursuant to N.J.S.A.40A:11-15, there shall be an option for three (3) additional one (1) year options at the same terms and conditions. The contract extension years will begin on July 1st and run through June 30th. The contract extensions shall automatically take effect, unless the County notifies the vendor in writing of its intent not to extend for the additional contract terms. Said notice shall be sent Certified Mail, Return Receipt Requested, via U.S. mail and shall be received by the vendor no later than ninety (90) days prior to the expiration of the existing contract term.
11. **Incorporation by Reference:** All Terms and Conditions contained within this RFP and in the Proposal submitted by the successful vendor shall become an integral part of the final Contract, and the contents of this RFP shall be controlling if conflicting terms are contained in the Proposal, unless specifically and affirmatively agreed to in writing by the County. By way of further clarification, exceptions submitted by the successful vendor will not become part of the contract unless specifically and affirmatively agreed to in writing by the County; it

is the successful vendor's responsibility to ensure any exceptions are accepted by the County.

12. **Orders:** Orders shall be placed as needed. No deliveries are to be made unless released by a duly authorized County Purchase Order.
13. **Questions:** Questions regarding these specifications must be directed in writing to Allison L. Hansen via email at purchase@co.cape-may.nj.us or fax to (609) 465-6583. Deadline for questions is **FRIDAY, JUNE 17th, 2022, @ 12:00 noon.**
14. **RFP Results:** Award results are posted on the Procurement Portal on the County's website at: [Cape May Purchasing Portal \(capemayprocure.org\)](http://Cape May Purchasing Portal (capemayprocure.org))
15. **Postponement or Addenda:** The County reserves the right to postpone the date and time for submitting and opening of RFPs, or to revise the specifications and will give written notice of any such postponement, or revisions via addendum pursuant to the Local Public Contracts Laws, N.J.S.A.40A:11-23(c)(1). If an addendum is issued, it must be signed and returned with your RFP Proposal. All addenda will be posted on the portal at www.capemayprocure.org should any be issued.
16. **Bid Security:** N/A.
17. **Performance Bond:** N/A.
18. **Taxes:** The County is exempt from all Federal, State, and Local Taxes and, Use or Excise Taxes.
19. **Non-Collusion:** By submission of a RFP proposal, the Contractor certifies, under penalty of perjury, that to the best of their knowledge the Contractor has not, directly or indirectly, entered into any Contract, participated in any collusion, or otherwise taken any action in restraint of free, competitive proposals in connection with the said project; and that all statements contained in said RFP proposal are true and correct, and made, with full knowledge that the State of New Jersey relies upon the truth of the statements contained in the said RFP proposal, and in the statements contained in awarding the contract for the said project. The Contractor further warrants that no person, or selling agency, has been employed or retained to solicit or secure such contract, upon a Contract or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor.
20. **Withdrawal of RFPs:** A written request for the withdrawal of a RFP will be granted by the County Purchasing Agent, if the request is received prior to the designated date and time for the opening of RFPs. No RFP may be withdrawn during the sixty (60) day period after receipt and opening of RFPs, pursuant to N.J.S.A.40A:11-24(a).
21. **Availability of Funds:** The County is subject to the NJ Local Public Contracts Laws, N.J.S.A.40A:11-1, *et seq.*, which mandates that the award of all contracts shall be subject to the availability and appropriation of sufficient funds annually.
22. **Subcontractors:** All Contractors must supply the names of any subcontractor(s), and identify the portion of the project being performed by employees of the subcontractor(s). Full

disclosure of all subcontracting units shall include name, address, and resume of the person performing the work.

23. **Tie RFPs:** In the event of a tie RFP, the County reserves the right to award, at its sole discretion, to any one of the tied Contractors, in the best interests of the County.
24. **Equivalent Products/Services:** Pursuant to N.J.A.C. 5:34-9.2(c), when a specification uses "brand name or equivalent," the listed brand name shall serve as a reference or point of comparison for the functional or operational characteristic desired for the good or service being requested. Where a bidder submits an equivalent, it shall be the responsibility of the bidder to document the equivalence claim. Failure to submit such documentation shall be grounds for rejection of the claim of equivalence.
25. **Patents/Trademarks:** In submitting its RFP, the Contractor certifies that the goods/services to be furnished will not infringe upon any valid patent or trademark, and that the successful Contractor shall, at its own expense, defend the County, in any and all actions or suits, arising from or relating to any claim of infringement, and will save the County harmless from any damages resulting from such infringement.
26. **American Goods:** Pursuant to N.J.S.A.40A:11-18, only manufactured and farm products of the United States, where available, shall be used.
27. **Product Guarantee:** The Contractor shall guarantee any and all goods/services supplied under these specifications. Defective and/or inferior goods/services shall be replaced at the expense of the Contractor. This shall be deemed a default by the contractor and, in addition to the rights provided in this paragraph, the County shall be entitled to all the rights afforded to it under the "Default" paragraph below.
28. **Worker and Community Right to Know Act:** The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the New Jersey Worker and Community Right to Know Law (N.J.S.A.34:51, *et seq.*). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service Number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets ("MSDS"), aka Hazardous Substance Fact Sheet, must be furnished.
29. **Assignment:** The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or any part thereof to any other party without the written consent of the County of Cape May.
30. **Default:** In the case of default by the Contractor, the County reserves the right to procure the goods/services required from other sources, at the County's discretion, and to hold the Contractor responsible for any excess costs occasioned thereby.
31. **Compliance with Law:** The Contractor shall comply strictly with all Federal, State, local and any professional laws, ordinances, rules, regulations, codes and/or requirements in the performance of services for the County. Failure to do so shall be deemed a default by the contractor and the County shall be entitled to all the rights afforded to it under the "Default" paragraph below.
32. **Americans with Disabilities Act:** Contractor is obligated to comply with the American with Disabilities Act and its amendments.

- 33. Investments:** The County complies with C.52:32-57, P.L. 2012, c.25, which prohibits State and Local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran.
- 34. Public Employees Occupational Safety and Health Act:** Contractor shall be required to comply with all applicable provisions of the N.J. Public Employees Occupational Safety and Health Act (N.J.A.C. 34:6A-25), when providing and materials, supplies or services as part of the contract.
- 35. Public (Stockholder) Disclosure Information:** This form, as provided herein, must be completed, signed, and returned with this RFP; failure to submit an executed copy is a fatal defect that cannot be cured nor waived.
- 36. New Jersey Business Registration:** Contractors are advised that they are required to be registered with the New Jersey Division of Taxation, and to comply with all New Jersey Tax Laws. Contractors **must** furnish a copy of their State of New Jersey Business Registration Certificate before a contract is authorized, and preferably with this RFP submittal. Failure to provide a NJ Business Registration Certificate before the contract is authorized shall cause rejection of RFP. Non-profit organizations are exempt from this law and therefore must provide a 501(c)3 tax exempt certificate and certificate of incorporation. To register, go to the Division of Revenue website: www.nj.gov/treasury/revenue/taxreg.htm.
- 37. W-9:** Successful respondent shall complete a W-9 and submit to the Purchasing Department prior to contract award, and preferably with this RFP submittal. The form is available at the following link: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.
- 38. References:** On the EXPERIENCE STATEMENT provided herein, all Contractors shall list no fewer than three (3) references for similar contracts.
- 39. Criminal Background Check:** Contractor is responsible for performing an Employee Criminal Background Check, sexual offender checks and drug screening for their employees that will perform the contracted services on behalf of the County. Contractors shall be required to provide a copy of the background check upon request by the County.
- 40. Award/Reject Proposals:** Pursuant to N.J.S.A.40A:11-24(a), the Cape May County Board of Commissioners reserves the right to consider the Proposals for sixty (60) days after the receipt thereof; and further reserves the right to reject any and all Proposals, waive informalities, and make such awards or take action as may be in the best interest of the County.
- 41. Irrevocable Proposal:** Proposals are irrevocable by the subscriber, or his/her/ their or its personal or legal representatives. Said Proposal and award thereunder is made to the subscriber by the County and shall bind the subscriber, his/her/their or its heirs, executors, administrators, successors or assigns.
- 42. Independence of Firm:** It is expressly agreed by the parties the Contractor is at all times hereunder acting and performing as an independent firm to coordinate the provision of goods and/or services within the scope of the authority conferred by this contract.

43. Citizenship: Contractor shall have verification of citizenship for all staff members and maintain files of lawful documentation and permits required by the Immigration and Control Act of 1986.

44. Exceptions: Any and all exceptions to any part of the requirements, specifications, or Statements contained in this document must be fully disclosed by the Vendor at the time of the proposal submission. Each exception shall be detailed, list the section and page number for reference. Failure to list exceptions and receive written acceptance of same from the County shall be deemed as acceptance of all terms and conditions contained herein. All exceptions must be listed on a separate sheet of paper and clearly labeled as such.

45. Statutory Requirements: All Proposals must comply with the provisions mandated by applicable Federal Law and NJ State Statutes, including provisions mandating the provision of goods and/or services as delineated in this specification.

46. Confidential and Proprietary Designation: Subsequent to the RFP opening, all information submitted by Contractors, subsequent to an award of contract, in response to the RFP solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act ("OPRA"), N.J.S.A. 1A-1, *et seq.* and the common law. A Contractor may designate specific information as not subject to disclosure when the Contractor has a good faith legal/factual basis for such assertion. To assist the County's determination on a claim of confidentiality or protection under OPRA and/or the common law, a Contractor must clearly identify such information and address the following points to substantiate the confidentiality claim on the information:

- a. The extent to which the information is known outside the Contractor's business.
- b. The extent to which it is known by employees and others involved with your business.
- c. The extent of the measures taken by your firm to guard the secrecy of the information.
- d. The value of the information to your firm and your competitors.
- e. The amount of effort or money expended by your firm in developing the information.
- f. The ease or difficulty with which the information could be properly acquired or duplicated by others.

No information shall be protected unless all of the above information is submitted as part of the vendor's proposal. Additionally, the Contractor must commit, in writing, to assist the County's effort to protect the confidentiality of the documents and/or information should there be an OPRA request for disclosure, or a challenge to the confidentiality of the documents/information determined to be confidential by the County. The Contractor must also commit, in writing, to indemnify and hold the County harmless in any matter related to the vendor's claim of confidential and proprietary information. The location in the RFP proposal of any such designation should be clearly stated in a cover letter. The County will not honor attempts by Contractors to either designate their entire RFP proposal as proprietary and/or to claim copyright protection of their entire RFP. Therefore, the Contractor must withdraw the confidentiality request or withdraw the RFP.

47. Termination for Cause: The County reserves the right to terminate the contract for any breach set forth above, as well as, but not limited to, the following:

- a. Insufficient or outdated Insurance coverage.
- b. Failure to maintain adequate staffing levels, non-performance and/or deficient good or services.
- c. Failure to comply with Federal, State, County, local and/or professional laws, ordinances, rules, regulations, codes and/or requirements.
- d. Failure to pay revenue to the County.

- e. The County shall provide the Contractor with written notice of any breach of contract or non-compliance within twenty (20) days via written notice. If the Contractor fails to correct all cited deficiencies within the twenty (20) days, the County shall have the right at its sole discretion to terminate the contract. The Contractor shall be paid for all services provided as of the termination date. No consideration shall be given for loss of anticipated revenue on the cancelled portion of the contract.
- f. The County's right to terminate for breach of contract shall be in addition to any other remedy provided by law and shall not be the sole remedy available to the County.

48. Insurance and Indemnification Requirements: The Contractor shall, for the full duration of the contract, maintain current insurance as listed:

- a. General Liability at \$1,000,000.00 per occurrence/\$2,000,000.00 aggregate for bodily injury and property damage.
- b. Worker's Compensation at NJ Statutory limits.
- c. Automotive Liability at \$1,000,000.00 limits.
- d. Professional Liability, \$1,000,000.00 per occurrence, \$3,000,000.00 aggregate (if applicable).
- e. The County of Cape May and the Cape May County Board of Commissioners shall be named as additional insured parties. The Contractor's coverage shall be primary to the County, and not be contributing with any other insurance available to the County, regardless of whether any other insurance is primary, contributing, or excess. The County shall be given thirty (30) days written notice of cancellation and said notice must be reflected on the certificate of insurance. The Contractor shall provide copies of all current Insurance Certificates to the County prior to execution of the contract. The Contractor is solely responsible for payments of any deductible associated with any insurance policy.
- f. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the County, the Cape May County Board of Commissioners, their agents, officers, and employees from any claims, suits, losses, liabilities, actions, damages, costs, and expenses of any nature whatsoever, whether for personal injury, property damage, or other liability arising out of or in any way connected with any of the Contractor's obligations under this contract, including those caused or alleged to be caused by the negligent acts, negligent omissions and/or fault of the County and/or fault of the County or the County's elected officials, officers, agents, servants and employees and arises out of this contract or the work performed in connection with this contract.

49. Payment & Partial Payments: In order for payment, the vendor must return the purchase order that has been properly executed and originally signed. Attached shall be the vendor's invoice for goods or services rendered. No payment will be made unless duly authorized by the Owner's authorized representative and accompanied by proper documentation. Failure to follow these instructions shall result in the delay in the timely processing of invoices for payment.

- a. The Vendor's attention shall specifically be called to the fact that no payment shall be rendered until such time that the goods and/or services have been delivered and/or incorporated and the work product has been inspected and engineered, installed, or constructed to the satisfaction of the County.
- b. The County may withhold payment, due to subsequently discovered evidence, nullifying in whole or part any payment certificate, to such extent as may be deemed

necessary to protect the County, including for, but not limited to, the following causes:

- i. Defective work not corrected.
 - ii. Claims filed or responsible evidence indicating probability of filing claims.
 - iii. Known failure of the Vendor to make payments properly to Subcontractors or for materials or labor.
 - iv. A reasonable doubt that the contract can be completed for the balance then unpaid.
 - v. For damages to another Vendor, agency, governing body, corporation, or person.
 - vi. When the above stated liens and/or grounds are resolved to the satisfaction of the County payment shall be made for the amounts that were withheld because of them.
- c. The Vendor shall be paid in monthly installments, approximate estimates for the work satisfactorily completed, properly invoiced, and approved by County.
 - d. The Vendor, if submitting for partial payments for materials suitable for use in the execution of the contract, the person providing the materials furnishes releases of liens for the materials at the time each estimate of work is submitted for payment.
 - e. The Vendor acknowledges that the Cape May County Board of County Commissioners votes on all authorizations for each periodic payment, final payment, and/or retainage amounts.
 - f. From the total amount ascertained as payable, an amount equal to two (2) percent of the amount due of each estimate will be deducted and retained by the County pending final completion and acceptance of all work covered by this contract.
 - g. At the regular meeting of the Cape May County Board of County Commissioners, the County may make partial payment to the Contractor on the basis of a duly certified and approved estimate of the work performed. The check of the approved partial payment amount due will be mailed by the County Treasurer's Office typically on the Monday following the County Commissioners' meeting in which the payment was approved. Under no circumstances will the checks be picked up in person or sent by any means other than the regular delivery of the U.S. Mail. The Board of County Commissioners meets twice a month, typically on the second and fourth Tuesdays of the month.
 - h. Final payment will not be made until all provisions of the contract documents are met.

Technical Specification

Cape May County Division of Workforce Development Workforce Innovation and Opportunity Act Out-of-School Youth Programs Year 2022-2023

1. Intent

The County of Cape May is hereby soliciting proposals from qualified vendors to Provide Out-of-School Youth Program Services for the Cape May County Division of Workforce Development necessary for the provision of the services as described and proposed herein.

Providers will work with employers and companies to help solve pressing business challenges in a way that's good for workers, communities, and the bottom line, improve our local economy.

2. Scope of Work

General Information and Conditions:

The Workforce Innovation and Opportunity Act (WIOA) supersedes the Workforce Investment Act of 1998 and amends the Adult Education and Family Literacy Act of 1998, the Wagner Peyser Act of 1933, and the Rehabilitation Act of 1973. WIOA preserves the nation's current program infrastructure allowing continuity in the delivery of federally funded employment services, workforce development, basic education for adults, and vocational rehabilitation activities for people with disabilities. The goal of WIOA is to improve the quality of the workforce, reduce welfare dependency, increase economic self-sufficiency, meet skills requirements of employers, and enhance the productivity and competitiveness of the nation.

This contract shall commence of August 1, 2022, and terminate June 30, 2023, subject to budgetary appropriations by Cape May County Board of Commissioners as required by law. The contract will remain open for an additional 90 days (until September 30, 2023) to allow for the attainment and billing of performance-based measurements.

Workforce Development shall unilateral option right to extend this contract for up to three additional years (i.e., from July 1, 2023, to June 30, 2024, and July 1, 2024, to June 30, 2025, and July 1, 2025, to June 30, 2026). Contract extension will be based on performance during the first seven (7) months of the contract and the availability of funding. Contracts will be 100% federally funded.

Cape May County, as the administrative entity and grant recipient for the WIOA, and on behalf of the Division of Workforce Development has been authorized to release this Request for Proposal (RFP) to solicit proposals from organizations interested in operating OSY Programs under the Workforce Innovation and Opportunity Act. OSY Programs provide comprehensive educational and career pathways services to eligible youth aged sixteen (16) to twenty-four (24).

Youth Programs should be integrated into a comprehensive strategy for addressing each youth's educational and employment needs. A comprehensive strategy should be based on developing skills that each youth needs to become an active part of the community. It should be the intent of the proposed training to enhance the job prospects of eligible out-of-school youth residents of Cape May County and to focus on work experienced based programming.

To participate in WIOA Youth programs, a youth must be enrolled. Enrollment requires the collection

of information to support eligibility determination, objective assessment, initial individual service strategy and participation in any of the fourteen (14) youth program elements. For purposes of this RFP, preference will be given to applicants who develop innovative career pathway program designs using the 14 WIOA elements described in Attachment B.

As WIOA emphasizes Career Pathways, the County of Cape May wants to prioritize the development of county-wide intensive Career Pathways for all job seekers (regardless of age/education level). The priority industries are advanced manufacturing, professional/technical, healthcare, and social services, construction/trades, and education.

The fourteen (14) program elements are also as follows and detailed further under 3.6 (2); tutoring; study skill training; alternative school services; summer employment opportunities; paid and unpaid work experience; internships and/or job shadowing; occupational skill training; leadership development opportunities; supportive services, adult mentoring; follow-up services; comprehensive guidance and counseling, financial literacy education, entrepreneurial skills training, labor market and employment information about in-demand industry sectors such as career awareness, career counseling, and career exploration services.

Job emphasis and career interest areas for youth should be varied and based on labor demand opportunities such as: Graphic Design, Telecommunications, Film and Video Industry, Hotel and Motel Management, Medical Field, or online entrepreneur training, but most importantly training selections must be unique, based on goals and objectives, and tied to youth's interest and assessment results. With an emphasis on certifications in various fields, and tools leading to further growth and job development. Classroom (CRT) and On-the Job Training (OJT) are available training options.

All costs of proposal preparation shall be borne by the applicant. The County shall not, in any event, be liable for any pre-contractual expenses incurred by the applicant in preparation and/or submission of the proposal.

The proposal shall include the applicant's best terms and conditions.

The proposal must set forth accurate and complete information as required.

New Jersey Law (C: 34:15C-10.2) requires the creation of the Eligible Training Providers List (ETPL) and states that "[n]o training provider who is not an approved training provider included on the [ETPL] shall receive any Federal job training funds or State job training funds."

Youth providers who are providing services through a contract directly with the county are considered "grantees" and must be listed on the ETPL. During your grant application, your school/organization can be added to the ETPL in "pending" status. This means that your account is not yet approved and is not visible to the public. If you are awarded a grant, you must submit an official ETPL application that includes a copy of your grant award letter or contract. Your ETPL account will then be switched from pending status to approved status and will be visible to the public.

The County reserves the right to amend, alter, cancel, and/or reissue this RFP in whole or in part if doing so is deemed in the best interest of this program.

The acceptance of a proposal by the County does not imply that a contract for services will be issued. The County reserves the right to negotiate proposed program elements and costs to its satisfaction prior to the award of a contract.

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

The County may award multiple contracts for provision of the services described herein.

All contracts awarded pursuant to this RFP shall be mixture of cost reimbursement and performance-based contracts as follows:

- **Cost Reimbursement:** The contractor will be reimbursed for cost **incurred** from work experience costs and other program costs.
Work experience costs include staff wages, staff fringe, youth wages, youth fringe, materials/supplies, staff travel and achievement payments. Other program costs include staff wages, staff fringe, facility costs, materials/supplies/printing, achievement payments, and timesheets for all staff.
- **Performance Based:** The following performance payment elements will be paid on a per-youth achievement basis;
 1. Placement in employment, training or post-secondary education- \$600
 2. Attainment of a recognized post-secondary credential - \$600
 3. Measurable skill gains - \$600
- The total cost per **youth may not exceed \$7,000.00**

The County has appropriated approximately \$420,000 for WIOA Out-of-School Youth Contracts. The allocation of those funds will be determined after proposals are received and reviewed. The services highlighted in this RFP are supported by the New Jersey Department of Labor (NJDOL) with funds from the United States Department of Labor (USDOL) through WIOA. 100% of these services are financed through federal funding sources.

This contract shall commence August 1, 2022, and terminate June 30, 2023, subject to budgetary appropriations by the Cape May County Board of Commissioners as required by law. The contract will remain open for an additional 90 days (until September 30, 2023) to allow for the attainment and billing of performance-based measures.

Workforce Development shall hold a unilateral option right to extend this contract for up to three additional years (i.e., from July 1, 2023, to June 30, 2024, and July 1, 2024, to June 30, 2025, and July 1, 2025, to June 30, 2026).

Contract extension will be based on performance during the first seven (7) months of each contract and the availability of adequate funding.

The award of any contract(s) pursuant to this RFP shall be contingent upon receipt by the CMC Division of Workforce Development of Workforce Innovation and Opportunity Act Youth funding from the NJ Department of Labor and Workforce Development.

The contractor must receive a minimum rating of seventy (70) from the review committee in order to be deemed eligible for funding.

The contractor shall indemnify and save harmless the County and its officers, officials, agents, servants and employees against and from any and all claims, suits and cost of every kind, type or description, including attorney's fees and defense costs, and from any and all damages and liability to which the County or its officers, officials, agents, servants or employees may be subjected by reason of injury to the person or property of others resulting from or in any way arising out of the performance or lack of performance of this Agreement by the contractor or by any of the contractors agents, servants, employees and/or subcontractors.

The contractor and their personnel involved in the performance of this contract shall comply with all appropriate provisions of applicable law and this contract.

This contract and all of its provisions shall be construed under the laws of the State of New Jersey.

The contractor and their personnel shall be an independent contractors and not employees, servants or agents of the County.

The County may terminate this agreement without prior notice where the County has cause for doing so. "Cause" shall include but not be limited to act(s) or failure(s) to act by the contractor which is clearly immoral, unethical or negligent or not in compliance with the terms and conditions of this agreement.

3. Technical Proposal Submission:

3.1 Target Population:

Consistent with the Workforce Innovation and Opportunity Act and performance measures associated with those programs, the local area has defined the youth population that is eligible for services as being an individual who is:

- (i) Sixteen (16) through twenty-four (24) years of age at the time of enrollment;
 - (ii) Not attending any school (as defined under State law); **and**
 - (iii) One or more of the following "employment barrier" categories:
 - (I) A school dropout;
 - (II) A youth who is within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter. School year calendar quarter is based on how a local school district defines its school year quarters;
 - (III) A recipient of a secondary school diploma or its recognized equivalent who is a **low income individual** and is either basic skills deficient or an English language learner;
 - (IV) An offender;
 - (V) A homeless individual or a runaway;
 - (VI) An individual in foster care or who has aged out of the foster care system, or who has attained 16 years of age and left foster care for kinship guardianship or adoption; or in an out-of-home placement;
 - (VII) An individual who is pregnant or parenting;
 - (VIII) An individual with a disability;
 - (IX) **A low-income individual** who requires additional assistance to enter or complete an educational program or to secure or hold employment (limited to 5% of total youth).
- The use of this barrier requires Workforce Development Board approval.

Priority of Service

Priority should also be given to youth who reside in Cape May County.

3.2 Assessment Requirements

The WIOA youth program design requires an objective assessment of academic levels, skill levels, and service needs of each participant, which includes a review of basic skills, occupational skills, prior work experience, employability, interest, aptitudes, supportive service needs, and developmental needs. Assessments must also consider a youth's strengths rather than just focusing on areas that need improvement.

As discussed in 20 CFR 681.290, "in assessing basic skills, local programs must use assessment instruments that are valid and appropriate for the target population, and must provide reasonable accommodation in the assessment process, if necessary, for individuals with disabilities."

For purposes of the basic skills assessment portion of the objective assessment, local programs are not required to use assessments approved for use in the Department of Education's National Reporting System (NRS), nor are they required to determine an individual's grade level equivalent or educational functioning level (EFL), although use of these tools is permitted.

Rather, local programs may use other formalized testing instruments designed to measure skills-related gains. It is important that, in addition to being valid and reliable, any formalized tested used be appropriate, fair, cost effective, well-matched to the test administrator's qualifications, and easy to administer and interpret results. Alternatively, skills related gains may also be determined through less formal alternative assessment techniques such as observation, folder reviews, or interviews. The latter may be particularly appropriate for youth with disabilities given accessibility issues related to formalized instruments. Local area may use previous basic skills assessment results if previous assessments have been conducted within the past six months.

In contrast to the initial assessment described above, if measuring EFL gains after program enrollment under the measurable skill gains indicator, local programs must use an NRS approved assessment for both the EFL pre- and post-test to determine an individual's educational functioning level. CASAS are listed as NRS approved assessments.

3.3 WIOA Performance Indicators

Service providers need to be aware of the following performance measures issued by the Employment and Training Administration.

- **Employment Rate Q2** — percentage of participants employed during the 2nd quarter after exit. Note: for youth only this includes those employed or in education or training during 2nd quarter after exit.
- **Employment Rate Q4** - Number of exiters employed during the 4th quarter after exit. Note: for youth only this includes those employed or in education or training during 4th quarter after exit,
- **Median Earnings** — The midpoint of wages during the 2nd quarter after exit for all exiters with wages in the 2nd quarter after exit.
- **Credential Rate** — percentage of participants who obtain a recognized credential or secondary diploma during participation or within one year after program exit. Note: In-school youth must attain degree and be employed or in Education or training within one year after exit.
- **Measurable Skill Gain** - percentage of in program participants in an education or training program that leads to a postsecondary credential or employment and are achieving skill gains,

3.4 Supportive Services

WIA Section 3 (59) states: The term "supportive services" means services such as transportation, child care, dependent care, housing, and needs related payments that are necessary to enable an individual to participate in activities authorized under this title. This definition is expanded in WIOA CFR 681.570, which states that supportive services for youth may include the following:

- Referrals to community services
- Assistance with transportation
- Assistance with child care and dependent care
- Assistance with housing
- Referrals to medical services
- Assistance with uniforms or other appropriate work attire and work related tools including items such as eye glasses and protective eye gear
- Needs based payments
- Assistance with educational testing and accommodations

3.5 Proposal Content Outline:

- Program Narratives
- Program Budget Worksheet - Attachment D
- Cost Allocation Plan, if applicable
- WIOA Program Elements Chart — Attachment B

3.6 Program Narratives:

3.6.1 Executive Summary

Provide a summary of your program's structure, approach to service, goals, and planned outcomes. Explain how your program will make a contribution to the County's overall workforce development system. Concentrate on the elements of your program that you believe make it successful, unique or otherwise worthy of funding. Must include as an attachment your agencies organizational chart.

Career Pathways experience is both unique and innovate methodology for youth to learn and earn in labor demand industries. Outline the youth's planned learning experience, the length and the method include technology, video demonstration, individual presentation by industry leaders and/or observation of actual work environments, and all arrangements must provide exposure to sustainable jobs and career conduits for the local industry area. The intent is to assist the youth make informed and educated career interest choices.

Provide a description of your organization in terms of its administrative, programmatic, and financial capacity to operate the WIOA Youth Program presented in the proposal. Experience in operating similar programs should also be identified and appropriately referenced. Provide prior program performance statistics, if applicable. If you intend to subcontract any portion of the funds being requested, the organizational capacity of each identified subcontractor must also be addressed.

Identify any partnerships that you have or will develop in delivering program services. Provide a description of how these coordinated, cooperative and/or collaborative efforts will function. Identify if the services your partners will perform are part of a specific subcontracting arrangement or are to be provided through non-WIOA resources that your partners will contribute to the youth program's operations.

Describe the target population you will serve in your program in terms of age groups, school enrollment status, and any other special characteristics that you have identified.

If you are currently on the ETPL, include verification of ETPL status. (Refer to section 2).

3.6.2. Program Elements

WIOA requires that the Workforce Development Board (WDB) make 14 elements available local area. While each youth does not have to receive all 14 program elements, youth must receive all elements that are appropriate and would assist them in meeting their goals. To support the attainment of a secondary school diploma or its recognized equivalent, entry into postsecondary education, and career readiness for participants, youth programs shall provide elements consisting of:

(1) Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential. (Used for in school youth only).

(2) Alternative secondary school services, or dropout recovery services, as appropriate. (Used for out of school youth only). Examples include Basic Education Training, English as a Second Language, and Individualized Academic Instruction.

(3) Activities that help youth prepare for transition to postsecondary education and training. Examples include assisting youth with college entrance exams, college applications, applying for scholarships, and completion of FAFSA.

(4) Paid and unpaid work experiences that have as a component academic and occupational education, which may include:

(i) Summer employment opportunities and other employment opportunities available throughout school year

- (ii) Pre-apprenticeship programs
- (iii) Internships and job shadowing (iv) On-the-job training opportunities

Examples of paid work experience opportunities are working in locations where the youth have a career interest as developed in the Individual Service Strategy for a limited period.

(5) 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. Examples include career planning pathways activities, identifying employment opportunities, and information on job market expectations.

(6) Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster. Example is a program that emphasizes workforce preparation activities and basic skills concurrently that prepare youth for employment in a specific occupation.

(7) Occupational skill training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials aligned with in demand industry sectors or occupations in the local area involved.

(8) Entrepreneurial skills training provides the basics of starting and operating a small business. Such training must develop the skills associated with entrepreneurship and include, but not limited to the ability to take initiative, creatively seek out and identify business opportunities, develop budgets, and forecast resource needs.

which shall include priority consideration for training programs that lead to recognized postsecondary credentials aligned with in demand industry sectors or occupations in local area involved.

Supportive Youth

(9) Supportive Services are services that enable an individual to participate in WIOA Activities. Examples include transportation assistance, educational testing, reasonable accommodations for youth with disabilities, and uniforms or work-related tools and costs.

(10) Adult mentoring for a duration of at least 12 months that may occur both during and after program participation. The provider will be expected to track participation and outcomes until the contract end date at which time the youth will be reconnected to Cape May County. Examples include participation in Big Brothers, Big Sisters, Virtual Adult Mentoring, Mentoring Programs that foster career awareness or positive social behaviors. Or services that helps Youth to understand life and everyday circumstances that could occur, but life must go continue through the trials and tribulations. Youth could be taught that it's fine to know where and how to seek out support.

(11) Comprehensive guidance and counseling, which may career counseling, educational counseling, referrals to drug and alcohol counseling, and referral to mental health counseling and support therapy, as appropriate.

(12) Follow-up services for not less than 12 months after the completion of participation. Providers will be expected to conduct follow-up services for (90) days after exit then reconnect the youth to Cape May County staff to continue follow-up services. Examples include supportive services, adult mentoring, financial literacy, labor market information and transition to post-secondary education services.

Developing Young People as Citizens & Leaders

(13) Leadership development opportunities that encourage responsibility and other positive social and civic behaviors, as appropriate. Examples include community volunteering, peer mentoring or tutoring, character education, serving on youth councils, leadership training, parenting education, and service projects.

(14) Financial literacy education may include creating budgets, setting up checking and savings accounts, managing spending, understanding credit reports and scores, and the importance of protecting against identify theft, and knowing the importance of maintaining car insurance, car registrations and not spending more than the youth's bring home pay, and any other financial literacy education that will assist the youth to a bigger and brighter financial future.

WIOA requires these fourteen elements to be made available to each youth, though they are not expected to participate in each service. Participation is dependent on the results of assessments and

the Individual Service Strategy (ISS).

Program elements received by each youth must be tracked and reported in a timely manner. Ongoing communication with workforce development staff is essential for program operations.

Clearly indicate whether you will provide the services for each element directly or make a referral to a partner agency. If you will provide the service directly, describe in detail your method for doing so. If a referral will be given, be specific about which partner agency will receive the referral.

Provide a description of how coordinated, cooperative and or collaborative efforts will function. Later you may be asked to provide documentation of a partnership between your agency and the referral agency. Describe the ongoing communication of program element start and end dates with workforce development staff.

The Required Elements of WIOA Youth Programs Chart (Attachment B) must be completed to summarize if the service will be provided directly or by referral.

3.6.3 Recruitment and Identification of Eligible Youth

Recruitment and identification of eligible youth can be ongoing throughout most of the program period. Youth must have reasonable time to complete the program goals therefore no youth will be enrolled after April 30, 2023.

Describe how you will recruit and identify youth that meet the general WIOA youth eligibility requirements. Describe how you will interact with the local county office in the youth eligibility determination and certification process.

Describe the participant assessment and individual service strategy (ISS) process you will utilize to determine each youth's employment barriers and identify the services needed to overcome those barriers, including the need for supportive services.

A sample ISS can be found in Attachment C of this document. Awarded Providers must work closely with local county staff to ensure the completion and updating of the ISS is occurring ongoing. Reviews and monitoring do occur.

3.6.4. Educational (Basic Skills) Activities

All out-of-school youth (OSY) assessed as basic skills deficient in either reading or math must enroll in an academic support activity to increase literacy and/or numeracy skills. Educational activities can be ongoing throughout program participation and should result in an increase of at least one educational functioning level. A minimum of fifty (50) hours of educational activities must be provided to each youth who is identified as being basic skills deficient. Youth must be tested before they receive their first program element.

Youth must be post-tested at least once prior to the end of one year of participation. Youth should be post-tested and show an increase in academics prior to beginning employment experience activities. The same testing instrument must be used for the assessment and any post-test and must provide results in grade-level format. Individual test results that are signed and dated must be submitted for each skill attainment. CASAS is the recognized tests for determining basic skills attainment. All other tests must be submitted for approval prior to usage.

Describe how you will provide educational activities that will address the barriers identified through the ISS process. Describe the testing instrument and the process that you will use to assess the youth's educational levels.

Describe the curriculum that you will use to provide educational activities to those youth who require educational services including the length of time expected to achieve an educational functioning level

increase. Describe the incentive payment, if any, that will be provided and the requirements the youth must fulfill to receive the payment.

3.6.5. Workplace Readiness Activities

Workplace Readiness activities should result in competency in job readiness, job seeking and job keeping skills. A minimum of twenty (20) hours of workplace readiness activities must be provided to each participating youth. Workplace readiness activities must be completed prior to participation in a work experience and/or job placement activities.

Describe the curriculum that you will use to provide essential work readiness activities and the length of time expected to complete the activities. Describe how you will measure the attainment of skills. Describe the incentive payment, if any, that will be provided upon completion of this activity.

3.6.6 Career Planning Pathways and Awareness Activities

Career planning pathways and awareness activities should result in each youth's ability to make realistic job and career decisions. Career planning pathways and awareness services should give information sessions on industries with the greatest number of employees and greatest anticipated growth (please see high growth industries for CMC below). Career pathways and awareness activities begins the process of developing knowledge of the variety of careers and occupations available in our local area, their skill requirements, working conditions, training prerequisites, and job opportunities across wide range of industry sectors.

A minimum of twelve (12) hours of career planning pathways and awareness activities must be provided to each youth. Individual signed and dated documentation must be submitted for each skill attainment. It is expected that providers will bring in industry experts to speak to youth during career pathways awareness activities.

Career Pathways is the process in which youth choose an educational path and training or a job which fits their interests, skills and abilities. At the end of career pathways and awareness activities, youth should have an idea of the career path they want to pursue. Career planning activities must be completed prior to participation in work experience, job placement activities or occupational training activities.

The following Workforce GPS link has resources and information on services that provide Labor Market Information:

[Services-that-Provide-Labor-Market-Information](#)

Describe how you will provide career pathways and awareness activities that will address the barriers identified through the ISS process. Describe the documentation you will use to demonstrate attainment of career planning pathways awareness activities. Career planning activities should include but are not limited to the following career sectors that have the greatest number of employees by industry and the greatest anticipated growth in the local area:

- Business, Telecommunications, Entrepreneurial Training and Graphic Design
- Hospitality & Tourism and Industry
- Trade Transportation and Utilities Field
- Health Care, Medical and Social Assistance Industry
- Retail Trade
- Accommodation and Food Service Industry
- Film and Video Industry
- Manufacturing
- Construction and Utilities

Describe how you will provide career planning activities and the length of time expected to complete

the activities. Describe the documentation you will use to demonstrate attainment of career planning goals. Describe the incentive payment, if any, that will be provided and the requirements the youth must fulfill to receive the payment.

3.6.7 Work Experience Activities

Work experience helps youth understand proper workplace behavior and what is necessary to attain and retain employment. Work experience can serve as a steppingstone to unsubsidized employment and is an important step in the process of developing a career pathway for youth. Work Experience is a critical WIOA youth element. Title I of WIOA prioritizes work experience activities with the requirement that a minimum of 20 percent of local area funds be spent on work experience. Program expenditures on the work experience program element can be more than just wages paid to youth in a work experience. Allowable expenditures beyond wages can include staff time spent identifying potential work experience opportunities, staff time working with employers to develop the work experience, staff time spent working with employers to ensure a successful work experience, staff time spent evaluating the work experience, participant work experience orientations sessions, classroom training or the required workplace readiness component directly, orientation for employers, and incentive payments tied to the completion of work experience, work readiness, or career planning. At least fifty percent (50%) of the total budget must be spent on work experience activities. At least eight percent (8%) must be spent on youth work experience wages.

Under WIOA, paid and unpaid work experiences that have as a component academic and occupational education may include the following four categories: summer employment opportunities available throughout the school year; pre-apprenticeship programs; internships and job shadowing; and on-the-job training opportunities.

Work Experience activities must be provided to each youth. Work experience activities should be a practical application of a classroom (or otherwise defined) learned skill that allows youth to gain real world employment perspective and provides potential employers with a snapshot of the youth's ability to perform job tasks.

Work goals and objectives, where possible, must be reflective of career choices where youth have expressed interest. Individual signed and dated documentation must be submitted for each skill attainment.

Work experience must be a minimum of 75 hours and a maximum of 150 hours. Youth that require less than 75 hours or more than 150 hours would require Workforce Board Director approval. Any agency providing work experience because of a competitively procured contract, is required to pay youth work experience wages at minimum wage. Unpaid work experience, incentives or stipends are not appropriate for work experience activities.

Describe how you will provide work experience activities that will align with career interests and pathways. Describe how your work experience activities will help youth acquire the personal attributes, knowledge, and skills needed to obtain a job and advance in employment. Describe the length of time expected to complete the activities in number of weeks and total hours. Describe documentation you will use to demonstrate attainment of work experience goals. Describe how you will ensure fifty percent (50%) of program funds will be spent on work experience activities, and eight (8%) on youth work experience. Describe the wage payment that will be provided and the requirements the youth must fulfill to receive the payment. Include names of work experience sites that have been developed as new/or because of previous awards.

3.6.8 Occupational Training

Occupational skill training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials that aligned with in-demand industry sectors or occupations in our local area may be provided to each youth based on the outcome of the ISS process and the completion of other program activities. Occupational training may be provided in once specific

occupation or industry or for multiple occupations or industries, however each youth should only participate in one training offering. It is anticipated that this program will offer career counseling to youth to help them prepare to choose an occupational skills training related to their career pathway interests. All training providers must be on ETPL. Once a youth has completed all other program activities and has chosen an appropriate training, refer to the Workforce Development for enrollment into an occupational training program. **Special Note:** Do not include the cost of the training tuition in your budgets.

Describe the counseling that youth will receive prior to being referred to county Workforce Development for enrollment into a training program.

3.6.9. Performance Outcomes

The contractor's performance will be evaluated using two methods; the ability to operate the program service elements in a timely and effective manner; and the ability to meet the following performance measures:

- **Completion of at least 75 hours of work experience — at least 65% of youth enrolled will compete at least 75 hours (and up to 150 hours) of work experience demonstrated with time sheets that are clearly readable for payment purposes.**
- **Placement in Employment, Training or Education — 70.6% of youth enrolled will be placed in unsubsidized employment, advanced training or education that is at least an average of twenty (20) hours per week.**
- **Measurable Skill Gain — 62.5% of youth who, during a program year, are in education or training programs that lead to a recognized postsecondary credential or employment and who are achieving measurable skill gain. This indicator is used to measure interim progress of participants who are enrolled in education or training services. This is a real-time measure and not exit based. Depending upon the type of education or training program in which the participant is enrolled, documented progress is defined as one of the following:**
 1. Documented achievement of at least one educational functioning level of a participant who is receiving instruction below the postsecondary level;
 2. Documented attainment of a secondary school diploma or its recognized equivalent;
 3. Secondary or postsecondary transcript or report card for sufficient number of credit hours that shows a participant is meeting the State unit's academic standards;
 4. Satisfactory or better progress report, towards established milestones, such as completion of OJT or completion of one year of apprenticeship program or similar milestones, from an employer or training provider who is providing training; or
 5. Successful passage of an exam that is required for a particular occupation or progress in attaining technical or occupational skills as evidenced by trade-related benchmarks, such as knowledge-based exams.

Provide the percentage of enrolled youth and the number of enrolled youths that will achieve the following performance goals:

- **Need Identification** - *a youth has been recruited, determined in need of services, certified as eligible, completed an ISS, completes the education assessment (CASAS) and is enrolled in a grant funded activity.*
- **Work Readiness Skill Proficiency** - *an enrolled youth completes and has shown satisfactory knowledge of essential work readiness skills.*
- **Career Planning Pathways and Awareness Skill Proficiency** - *an enrolled youth completes and has shown satisfactory knowledge of high growth industries and career pathways.*
- **Work Experience Participation** - *Placement of an enrolled youth (who has satisfactorily completed grant operated work readiness and career planning activities or has otherwise demonstrated competence in the skill areas and who has achieved or is making satisfactory progress toward achieving academic proficiencies) in a publicly funded or skill training that provides the youth*

the opportunity to demonstrate practical application of work responsibilities or occupational skills for at least 75 hours.

- **Placement in Employment, Training or Education** - Placement of an enrolled youth (who has satisfactorily completed grant operated college and career readiness and career planning activities or has otherwise demonstrated competence in the skill areas) in unsubsidized employment or advanced training or education that is at least an average of twenty (20) hours per week.
- **Measurable Skill Gain** — youth who, during a program year, are in education or training programs that lead to a recognized postsecondary credential or employment and who are achieving measurable skill gain.

Follow-up and Retention Activities

The Workforce Innovation and Opportunity Act requires follow-up services upon completion of youth program activities. Follow-up services should ensure the success of the youth in the outcome that was achieved. Up to ninety (90) days of follow-up services must be provided to each youth to ensure their successful retention in the placement activity. If additional services are needed in the follow-up period, the youth can return to the program (if appropriate) and resume program activities. Placement only occurs if the youth remains successful in the qualifying outcome 30 days after placement.

Placement in unsubsidized employment must be employment that is at least an average of twenty (20) hours per week. However, placement in advanced training may occur if the training is less than an average of twenty (20) hours per week due to other obligations (e.g. part-time employment, extra-curricular activities related to training, etc.). Documentation for the other obligation must be submitted along with the training placement documentation to receive the benchmark payment.

Describe how you will provide follow-up services to determine the status of the youth in the placement outcomes, Describe how you will work with Cape May County staff to complete additional follow-up that may be necessary for performance purposes.

3.7 Program Budget Worksheet:

Respondents shall complete and submit the Budget Worksheet provided therein (Attachment D). Respondents who wish to receive an electronic copy of Attachment D may do so by going to CMC website. This page must be printed out and provided in hard copy format and included in the respondent's proposal submission.

Budget Notes:

Work Experience Costs: Fifty percent (50%) of the total program budget must be dedicated to work experience activities.

Program expenditures on the work experience program element can be more than just wages paid to youth in a work experience.

Allowable expenditures beyond wages can include staff time spent identifying potential work experience opportunities, staff time working with employers to develop the work experience, staff time spent working with employers to ensure a successful work experience, staff time spent evaluating the work experience, participant work experience orientations sessions, classroom training or the required academic education component directly related to the work experience, orientation for employers and incentive payments directly tied to the completion of work experience.

The youth work experience wages line item can only be used for wages associated with a work experience. Eight (8%) of budget must be dedicated to youth work experience wages. Any other cost associated with a work experience must be categorized under a different line item.

A cost allocation plan will be required if the facility costs: (rent, utilities, maintenance) line item will be utilized.

Occupational Skills Training costs are not a part of this budget. Those costs will be incurred by Workforce Development youth who have completed all other program activities.

3.7 PROGRAM BUDGET WORKSHEET Respondents shall complete and submit the Budget Worksheet provided therein (Attachment D).

3.7.1 BUDGET NOTES The youth internship wages line item can only be used for wages associated with an internship. Any other cost associated with an internship must be categorized under a different line item. A cost allocation plan will be required if the facility costs: (rent, utilities, maintenance) line item will be utilized. Also, any time changes occur, modification of costs must be submitted and gain approval by Division of Workforce Development.

Classification of Costs: Contracts that are for "administrative functions" are not anticipated for this RFP, therefore there will not be any administrative costs in contracts that result from the RFP process. All costs must be directly program and program related costs.

4. EVALUATION, REVIEW AND SELECTION PROCESS

4.1 PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE

RFP responses shall remain open for a period of sixty (60) calendar days from the stated submittal date. The owner will either award the Contract within the applicable time period or reject all proposals.

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

4.2 REJECTION OF PROPOSALS

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

4.3 EVALUATION PROCESS

An evaluation team will review all proposals to determine if they satisfy the Proposal Requirements, to determine if a proposal should be rejected and evaluate the proposals based upon the Evaluation Criteria. The highest-ranking respondent for each program will then be recommended to the governing body for award of contract for that program. The County reserves the right to award a single contract or to award multiple contracts for the provision of these services, whichever method of award is in the best interest of the County, in order to insure that the needs of the youths and the requirements of the program are satisfied.

4.4 EVALUATION CRITERIA

	Evaluation Criteria	Score
1.	Executive Summary <ul style="list-style-type: none"> • Program structure • Capacity to operate • Prior program performance • Program outcomes • Target population • ETPL Verification 	
2.	Required 14 Program Elements <ul style="list-style-type: none"> • Clear understanding of how agency will provide directly or refer • Partnerships/Collaborations • Completion of attachment B 	
3.	Recruitment/Identification of Youth <ul style="list-style-type: none"> • Recruitment and identification of youth • Interaction with Department of Workforce Development youth staff in eligibility determination and certification • ISS Development 	
4.	Workplace Readiness Activities <ul style="list-style-type: none"> • Description of how this activity will be delivered • Description of when this activity will be delivered • Incentive payment 	
5.	Career Planning Activities <ul style="list-style-type: none"> • Address key industries in our local plan • Description of how this activity will be delivered • Documentation to demonstrate achievement • Incentive payment 	
6.	Occupational Training <ul style="list-style-type: none"> • Training programs offered • Eligibility requirements (academic levels, background check, etc.) • Length of time • Cost per youth and number needed to run a course • Post-secondary credential 	
7.	Internship Activities <ul style="list-style-type: none"> • Explanation of Internship Activities • Length of time, weeks and hours to complete • Documentation used • Wage payment • Internship connected to training • Letters of support 	
8.	Performance Outcomes <ul style="list-style-type: none"> • Need identification • Work Readiness skill proficiency • Career planning skill proficiency • Completion of industry focused occupational training • Internship participation • Attainment of postsecondary credential • Measurable skill gain 	

9.	Follow-up and Retention Activities <ul style="list-style-type: none"> • Follow up to ensure retention in the quarter after exit • Documentation 	
10.	Cost Efficiency <ul style="list-style-type: none"> • Cost per youth does not exceed \$10,000 • Level of service considers appropriate class size for occupational training 	
11.	Technical Merit <ul style="list-style-type: none"> • The proposal includes a narrative and all attachments 	

**Cape May County Division of Workforce Development Workforce
Innovation and Opportunity Act Out-of-School
Youth Programs Year 2022-2023**

PROPOSAL PAGE

RESPONDENT INFORMATION

Name of Organization: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Title: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Type of Entity: State Government Private Education Agency
 County Government Public Non-Profit Organization
 Municipal Government Private Non-Profit Organization
 Public Education Agency Private Business
 Small & Minority Firm Women's Business Enterprise
 Other (specify): _____

Proposal Page - continued

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

Facility Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____

SUBCONTRACTING

Will any portion of this proposal be subcontracted? YES NO

If YES, provide the following information for each subcontractor:

Name of the Subcontract Entity: _____

Contact Person: _____ Phone Number: _____

Brief Description of Subcontracted Services: _____

Name of the Subcontract Entity: _____

Contact Person: _____ Phone Number: _____

Brief Description of Subcontracted Services: _____

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

In School Youth

Aged 14-21

Out of School Youth

Aged 16-24

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

Proposal Page - continued

PROGRAM SUMMARY

Total Number of Youth to be served: _____

Total Contract Budget Request: _____ (must match attached budget)

PROGRAM INFORMATION

Start

Date:

End Date:

Length in Days: _____

Length in
Weeks: _____

Days of Operation: _____

Hours of
Operation:

to: _____

Lunch Period: _____

to: _____

AUTHORIZATION OF SUBMISSION

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

Signature of Chief Executive Officer

Date

Appointment of Process-Agent Service:

If the vendor's principal business address is not within the State, enter the name and address of the vendor's custodian of records and agent for service of process in this State.

Vendor _____ (insert name) irrevocably appoints
_____ (insert name of Rep.) ["the "Process Agent"] as its agent to receive
service of process on behalf of the vendor; vendor authorizes and directs the Process Agent to accept
service on its behalf. If process is to be served pursuant to this provision, the County shall serve that
process by certified mailing (return receipt requested) or hand-delivering a copy of the process in care
of the Process Agent at _____ (insert address of
Process Agent) or any other address as to which the Process Agent has given to the County.

OWNERSHIP STATEMENT - STOCKHOLDER DISCLOSURE FORM

LEGAL NAME OF BIDDER: _____

List the names and addresses of all stockholders who own ten (10%) percent or more of the above company's stock, and if there are No Stockholders of 10% or More, check the second box below. If one or more such stockholders or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, must also be listed. If submittal is for a non-profit 501c3, or similar non-profit organization, supply copy of the IRS notice.

The disclosure shall be continued until names and addresses of every person who is a non-corporate stockholder, or individual partner, exceeding the 10% ownership criteria established in this act, has been listed, in full compliance with Chapter 33 of the New Jersey Public Laws of 1977.

BIDDERS/RESPONDENTS MUST CHECK THE APPROPRIATE BOX:

- I certify that the **list below** contains the names and addresses of all **stockholders holding 10% or more** of the issued and outstanding stock of the undersigned.
- I certify that **no one stockholder** owns 10% or more of the issued and outstanding stock of the undersigned.
- Publicly Traded** - For publicly traded entities to comply with N.J.S.A. 52:25-24.2 they 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 filing with the Security Exchange Commission (SEC), or foreign equivalent

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

The requested information is available on the following page number(s) of the SEC, or foreign equivalent, filing:

BIDDER/RESPONDENT MUST CHECK THE APPROPRIATE ORGANIZATIONAL DESIGNATION:

- Partnership; Corporation Limited Liability Corporation Limited Partnership Sole Proprietorship;
- Limited Liability Partnership Subchapter S Corporation; Or *Other*, Please List *other* _____

COMPANY NAME: _____

Stockholder Name _____

Address _____

Percentage of Ownership _____ %.

Stockholder Name _____

Address _____

Percentage of Ownership _____ %.

Stockholder Name _____

Address _____

Percentage of Ownership _____ %.

(Note: Attach additional pages if necessary)

(Respondent/Respondent Authorized Signature)

(Date)

(Print name of authorized signatory)

(Title)

P.L. 2012 BID OR PROPOSAL PROHIBITED

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

I am the duly authorized agent making certification that there has been no engagement in certain investment activities in energy or finance sectors of Iran as prohibited by P.L. 2012, c.25.

VENDOR NAME

SIGNATURE OF AUTHORIZED REPRESENTATIVE

TITLE

DATE

Request for Taxpayer Identification Number and Certification

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

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

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

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
				-			-		
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here	Signature of U.S. person ►	Date ►

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The Contractor and the County of Cape May, (hereafter "Owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or sub-Contractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the Contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner, or if the Owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The Owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Owner or any of its agents, servants, and employees, the Owner shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the Owner or its representatives.

It is expressly agreed and understood that any approval by the Owner of the services provided by the Contractor pursuant to this contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Owner pursuant to this paragraph.

It is further agreed and understood that the Owner assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Pur. 1/08

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:6-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will 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 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.

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 personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the 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 without 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 subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Experience Statement References

Include as many as Required by the Specification.

Firm Name:	
Contact Name & Phone:	
Contract Location:	
Contract Amount & Years:	

Firm Name:	
Contact Name & Phone:	
Contract Location:	
Contract Amount & Years:	

Firm Name:	
Contact Name & Phone:	
Contract Location:	
Contract Amount & Years:	

Firm Name:	
Contact Name & Phone:	
Contract Location:	
Contract Amount & Years:	

Firm Name:	
Contact Name & Phone:	
Contract Location:	
Contract Amount & Years:	

Firm Name:	
Contact Name & Phone:	
Contract Location:	
Contract Amount & Years:	

INSURANCE STATEMENT

TO THE BOARD OF COMMISSIONERS:

The undersigned hereby declares that they have the following types of insurance. If a contract is awarded the undersigned will furnish same with the County of Cape May, 4 Moore Road, Cape May Court House, N.J. 08210 listed as additional insured.

TYPE INSURANCE	COMPANY	LIMITS OF COVERAGE
_____	_____	_____
_____	_____	_____
_____	_____	_____

(an individual)
The undersigned is (a partnership) under the laws of
(a corporation)

the State of _____, having principal offices at

Date: _____ SIGNED _____

Print Name

Title

ATTACHMENT A

POLICY & PROCEDURE CIRCULAR

FEDERAL DEFICIT REDUCTION ACT OF 2005

SECTION 6032

Information on Relevant Federal and State Statutes

The following information is provided for reference purposes only. Refer to the actual statute for the complete requirements.

1. Federal False Claims Act, 31 U.S.C. 3729-3733

The Act establishes liability when any person or entity improperly receives from or avoids payment to the Federal government – tax fraud excepted. In summary the Act prohibits:

- a. Knowingly presenting, or causing to be presented to the Government a false claim for payment;
- b. Knowingly making, using or causing to be made or used, a false record or statement to get a false claim paid or approved by the government;
- c. Conspiring to defraud the Government by getting a false claim allowed or paid,
- d. Falsely certifying the type or amount of property to be used by the Government;
- e. Certifying receipt of property on a document without completely knowing that the information is true;
- f. Knowingly buying Government property from an unauthorized officer of the Government, and;
- g. Knowingly making, using or causing to be made or used a false record to avoid, or decrease an obligation to pay or transmit property to the Government.

Any individual or entity engaging in any of the seven categories of prohibited actions listed in 31 U.S.C. 3729(a), including the submission of false claims to federally-funded health care programs, shall be liable for a civil penalty which currently is not less than \$5,500 and not more than \$11,000 per false claim, plus three times the amount of damages sustained by the federal government. The amount of the false claims penalty is to be adjusted periodically for inflation in accordance with a federal formula.

The U.S. Attorney General may bring an action under this law. In addition, the law provides that any "whistleblower" may bring an action under this act on his own behalf and for the United States Government. These actions, which must be filed in U.S. District Court, are known as "qui tam" actions. The Government, after reviewing the complaint and supporting evidence, may decide either to take over the action, or decline to do so, in which case the whistleblower may conduct the action. If either the Government or the whistleblower is successful, the whistleblower is entitled to receive a percentage of the recovery. If prosecuted by the federal

government, these qui tam actions are generally handled by the various U.S. Attorney's Offices, or by the U.S. Justice Department.

Whistleblower Protections:

31 U.S.C. 3730(h) provides that any employee who is subject to retaliation or discrimination by an employer in the terms and conditions of employment because the employee lawfully sought to take action or assist in taking action under this act "shall be entitled to all relief necessary to make the employee whole." This includes reinstatement with seniority restored to what it would have been without the retaliation or discrimination, double the amount of back pay, interest on back pay, and compensation for any special damages sustained as a result of the employer's actions, including litigation costs and reasonable attorney's fees.

2. Federal Program Fraud Civil Remedies Act, 31 U.S.C. 3801-3812

Provides federal administrative remedies for false claims and statements, including those made to federally funded health care programs. Current civil penalties are \$5,500 for each false claim or statement, and an assessment in lieu of damages sustained by the federal government of up to double damages for each false claim for which the Government makes a payment. The amount of the false claims penalty is to be adjusted periodically for inflation in accordance with a federal formula.

3. New Jersey Medical Assistance and Health Services Act - Criminal Penalties, N.J.S. 30:4D-17(a)-(d)

Provides criminal penalties for individuals and entities engaging in fraud or other criminal violations relating to Title XIX-funded programs. They include: (a) fraudulent receipt of payments or benefits: fine of up to \$10,000, imprisonment for up to 3 years, or both; (b) false claims, statements or omissions, or conversion of benefits or payments: fine of up to \$10,000, imprisonment for up to 3 years, or both; (c) kickbacks, rebates and bribes; fine of up to \$10,000, imprisonment for up to 3 years, or both; and (d) false statements or representations about conditions or operations of an institution or facility to qualify for payments: fine of up to \$3,000, or imprisonment for up to 1 year, or both. Criminal prosecutions are generally handled by the Medicaid Fraud Section within the Office of Insurance Fraud Prosecutor, in the N.J. Division of Criminal Justice.

Civil Remedies, N.J.S. 30:4D-7h, N.J.S. 30:4D-17(e)-(i); N.J.S. 30:4D-17.1a:

In addition to the criminal sanctions discussed in Section 3 above, violation of N.J.S. 30:4D-17(a)-(d) can also result in the following civil sanctions: (a) unintentional violations: recovery of overpayments and interest; (b) intentional violation: recovery of overpayments, interest, up to triple damages, and, as indicated below, a penalty (which was increased from \$2,000 to \$5,500 to \$11,000) for each false claim as a result of the NJ False Claims Act. Recovery actions are generally pursued administratively by the Division of Medical Assistance and Health Services, with the assistance of the Division of Law in the N.J. Attorney General's Office, and can be obtained against any individual or entity responsible for or receiving the benefit or possession of the incorrect payments.

In addition to recovery actions, violations can result in the exclusion of an individual or entity from participation in all health care programs funded in whole or in part by the

N.J. Division of Medical Assistance and Health Services. Recovery and exclusion can also be obtained as part of a criminal prosecution by the Medicaid Fraud Section of the N.J. Division of Criminal Justice.

4. Health Care Claims Fraud Act

N.J.S. 2C:21-4.2 & 4.3: N.J.S. 2C:51-5

Provides the following criminal penalties for health care claims fraud, including the submission of false claims to programs funded in whole or in part with state funds:

- a. A Practitioner who knowingly commits health care claims fraud in the course of providing professional services is guilty of a crime of the second degree, and is subject to a fine of up to 5 times the monetary benefits obtained or sought to be obtained and to permanent forfeiture of his license;
- b. A Practitioner who recklessly commits health care claims fraud in the course of providing professional services is guilty of a crime of the third degree, and is subject to a fine of up to 5 times the pecuniary benefit obtained or sought to be obtained and the suspension of his license for up to 1 year;
- c. A person who is not a practitioner subject to paragraph a. or b. above (for example, someone who is not license, registered or certified by an appropriate State agency as a health care professional) is guilty of a crime of the third degree if that person knowingly commits health care claims fraud. Such a person is guilty of a crime of the second degree if that person knowingly commits 5 or more acts of health care claims fraud, and the aggregate monetary benefit obtained or sought to be obtained is at least \$1,000. In addition to all other criminal penalties allowed by law, such a person may be subject to a fine of up to 5 times the monetary benefit obtained or sought to be obtained;
- d. A person who is not a practitioner subject to paragraph a. or b. above is guilty of a crime of the fourth degree if that person recklessly commits health care claims fraud. In addition to all other criminal penalties allowed by law, such a person may be subject to a fine of up to 5 times the monetary benefit obtained or sought to be obtained.

5. The Uniform Enforcement Act

N.J.S. 45:1-21.b. and o.

Provides that a licensure board within the N. J. Division of Consumer Affairs "may refuse to admit a person to an examination or may refuse to issue or may suspend or revoke any certificate, registration or license issued by the board" who as engaged in "dishonesty, fraud, deception, misrepresentation, false promise or false pretense;; or has "advertised fraudulently in any manner."

6. N.J. Consumer Fraud Act

N.J.S. 56:8-2, 56:8-3.1, 56:8-13, 56:8-14 and 56:8-15

Makes unlawful the fuse of "any unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentation, or the knowing concealment, suppression, or omission of any material fact", with the intent that others rely upon it, in connection with the sale, rental or distribution of any items or services by a person, or with the subsequent performance of that person.

This law permits the N.J. Attorney General, in addition to any other penalty provided by law, to assess a penalty of not more than \$10,000 for the first offense and not more than \$20,000 for the second and each subsequent offense. Restitution to the victim also can be ordered.

**7. Conscientious Employee Protection Act,
"Whistleblower Act", N.J.S.A. 34:19-4**

New Jersey Law prohibits an employer from taking any retaliatory action against an employee because the employee does any of the following:

- a. Discloses, or threatens to disclose, to a supervisor or to a public body an activity, policy or practice of the employer or another employer, with whom there is a business relationship, that the employee reasonably believes is in violation of a law, or a rule or regulation issued under the law, or, in case of an employee who is a licensed or certified health care professional, reasonably believes constitutes improper quality of patient care;
- b. Provides information to, or testifies before, any public body conducting an investigation, hearing or inquiry into any violation of law, or a rule or regulation issued under the law by the employer or another employer, with whom there is a business relationship, or, in the case of an employee who is a licensed or certified health care professional, provides information to, or testifies before, any public body conducting an investigation, hearing or inquiry into quality of patient care; or
- c. Provides information involving deception of, or misrepresentation to, any shareholder, investor, client, patient, customer, employee, former employee, retiree or pensioner of the employer or any governmental entity.
- d. Provides information regarding any perceived criminal or fraudulent activity, policy or practice of deception or misrepresentation which the employee reasonably believes may defraud any shareholder, investor, client, patient, customer, employee, former employee, retiree or pensioner of the employer or any governmental entity.
- e. Objects to, or refuses to participate in, any activity, policy or practice which the employee reasonably believes:
 - i. is in violation of a law, or a rule or regulation issued under the law or, if the employee is a licensed or certified health care professional, constitutes improper quality of patient care;
 - ii. is fraudulent or criminal; or
 - iii. is incompatible with a clear mandate of public policy concerning the public health, safety or welfare or protection of the environment. N.J.S.A. 34:19-3.

The protection against retaliation, when a disclosure is made to a public body, does not apply unless the employee has brought the activity, policy or practice to the attention of a supervisor of the employee by written notice and given the employer a reasonable opportunity to correct the activity, policy or practice. However, disclosure is not required where the employee reasonably believes that the activity, policy or practice is known to one or more supervisors of

the employer or where the employee fears physical harm as a result of the disclosure, provided that the situation is emergent in nature.

**8. New Jersey False Claims Act,
N.J.S.A. 2A:32C-1 et seq.**

The New Jersey False Claims Act (NJFCA) was enacted in January, 2008 and became effective in March 2008. It has similar provisions to the Federal False Claims Act. For example, the Attorney General may bring an action against an individual or entity that makes a false claim. In addition, the NJFCA also allows for individuals to bring a private right of action in the name of the State against wrongdoers and be able to collect a penalty from those wrongdoers. Under the NJFCA, the civil penalties were increased from to \$2,000 per false or fraudulent claim to the federal level which is currently \$5,500 to \$11,000 per false or fraudulent claim under the NJ Medical Assistance and Health Services Act. The NJFCA provides that a person will be liable for the same penalties as under the federal False Claims Act but to the State of NJ if that person:

- a. Knowingly presents or causes to be presented to an employee, officer or agent of the State, or to any contractor, grantee, or other recipient of State funds, a false or fraudulent claim for payment or approval;
- b. Knowingly makes, uses, or causes to be made or used a false record or statement to get a false or fraudulent claim paid or approved by the State;
- c. Conspires to defraud the State by getting a false or fraudulent claim allowed or paid by the State;
- d. Has possession, custody, or control of public property or money used or to be used by the State and knowingly delivers or causes to be delivered less property than the amount for which the person receives a certificate or receipt;
- e. Is authorized to make or deliver a document certifying receipt of property used or to be used by the State and, intending to defraud the entity, makes or delivers a receipt without completely knowing that the information on the receipt is true;
- f. Knowingly buys, or receives as a pledge of an obligation or debt, public property from any person who lawfully may not sell or pledge the property; or
- g. Knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the State.

In addition to the above, the NJ False Claims Act has whistleblower protections within it similar to the ones under the federal False Claims Act.

E. Websites for Obtaining Additional Information:

Deficit Reduction Act – Public Law 109-171
www.gpoaccess.gov/plaws/index.html
(insert public law 109-171 in the quick search box)

New Jersey Statutes
www.njleg.state.nj.us

U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services,
Deficit Reduction Act

<http://www.cms.hhs.gov/DeficitReductionAct/>

HIPAA: Both parties agree to comply with all requirements of the Federal Health Information Portability and Accountability Act of 1996 ("HIPAA") as may be amended from time to time, and the corresponding HIPAA regulations to the confidentiality and security of medical information. This may be achieved by executing a Business Associate Addendum. The Contractor shall:

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

Attachment B

WIOA Required Youth Elements

Denote whether the required WIOA Program Element will be provided through this contract, provided by referral, or both. If it is a referral, be specific on where the youth will be referred to.

	Program Elements	Provided by contract or referral	If referral, to whom
1	Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential.		
2	Alternative secondary school services, or dropout recovery services, as appropriate.		
3	Paid and unpaid work experiences that have as a component academic and occupational education, which may include: (i) Summer employment opportunities and other employment opportunities available throughout school year. (ii) Pre-apprenticeship programs. (iii) Internships and job shadowing. (iv) On-the-job training opportunities		
4	Occupational skill training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials aligned with in demand industry sectors or occupations in the local area involved.		
5	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 the period of participation and a subsequent period, for a total of not less than 12 months.		
9	Follow-up services for not less than 12 months after the completion of participation, as appropriate.		
10	Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate.		
11	Financial literacy education.		
12	Entrepreneurial skills training.		

Attachment B

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 education and training.		

Youth Individual Service Strategy (ISS) for WIOA Youth Services

TEMPLATE

Youth Participant Name:	_____	Date:	_____
DOB:	_____	AOSOS ID#*:	_____
Address:	_____	Phone:	_____
Email:	_____	Staff:	_____

Do not use social security number for participant I.D.

Framework of an ISS:

- ▶ Directly linked to one or more indicators of performance. [WIOA Sec. 129 (c) (I) (B)]
- ▶ Based on a Comprehensive Assessment [WIOA Sec. 129 (c) (I) (A)]
- ▶ Identifies a career pathway that includes education and employment goals [WIOA Sec. 129 (c) (I) (B)]

COMPREHENSIVE ASSESSMENT SECTION

Case Manager Assigned: [Click or tap here to enter text.](#)

Date: [Click or tap here to enter text.](#)

Education Status: Please check one:

Currently In-School

Name of School: [Click here to enter text.](#)

School Address: [Click here to enter text.](#)

Dates Attended: [Click here to enter text.](#) To [Click here to enter text.](#)

Last Grade Completed: [Click here to enter text.](#)

Currently Out-of-School

Name of Last School: [Click here to enter text.](#)

School Address: [Click here to enter text.](#)

Drop-Out Date: [Click here to enter text.](#)

Highest Grade completed: [Click here to enter text.](#)

HS Equivalency/HS Diploma

Vocational Certificate: [Click here to enter text.](#)

College Credits Completed: [Click here to enter](#)

Degree Obtained: [Click here to enter text.](#)

Military: Active/Veteran No Yes

Military Occupational Code (MOS): _____

Attachment C

Part I: Objective Assessment: Academic Levels

Out of School Youth:

Assessment Instrument: [Click or tap here to enter text.](#)

Requires Remediation Y N

	Date	Math Grade Level	Reading Grade Level	Scale Score	EFL	Grade Level Equivalent
Pre-Test						
Post-Test						

In School Youth Only:

Review of School Record: [Click here to enter text.](#)

Requires Remediation Y N

Review of School's assessment: [Click here to enter text.](#)

Assessment of Skill Levels

Employability, Interests, and Aptitudes

Assessment Instrument: [Click here to enter text.](#)

Assessment Date: [Click here to enter a date.](#)

Results Summary: [Click here to enter text.](#)

Employability: [Click here to enter text.](#)

Interests: [Click here to enter text.](#)

Aptitudes: [Click here to enter text.](#)

Occupational Skills: Circle all knowledge, skills, and abilities that apply:

Knowledge: Science Technology Math English Social Studies Music (Dance/Performance) Fine Arts
 Health/Nutrition Team Sports Individual Sports Other (Please Specify):[Click here to enter text.](#)

Skills:

Language Proficiency: More than 1 Language: [Click or tap here to enter text.](#)

Computer Skills: Hardware Software: [Click or tap here to enter text.](#)

Work well with hands Work with Tools/Building trades Other (Please Specify):[Click here to enter text.](#)

Abilities:

Interpersonal: Work well alone Work well with others Both Don't know/never worked

Job Skills: [Click or tap here to enter text.](#)

Summary of Occupational Skills: Strengths and Weaknesses: [Click or tap here to enter text.](#)

Prior Work Experience/History

Check if No Work History, and Go to next page

Attachment C

Date	From / To		
Employer Name			
Address:			
State, Zip, County	State:	Zip:	County:
Hourly Wage	\$		\$
Still Employed?	Yes		No
Job Title:			
Duties:			
Reason for Separation:			

Date	From / To		
Employer Name			
Address:			
State, Zip, County	State:	Zip:	County:
Hourly Wage	\$		\$
Still Employed?	Yes		No
Job Title:			
Duties:			
Reason for Separation:			

Part II: Service Needs

Supportive Services Needed:

- | | |
|---|---|
| <ul style="list-style-type: none"> <input type="radio"/> Transportation <input type="radio"/> Child/Dependent Care <input type="radio"/> Needs-Based Payments <input type="radio"/> Housing | <ul style="list-style-type: none"> <input type="radio"/> Clothing <input type="radio"/> Individual/Personalized Assistance <input type="radio"/> Other (Please Specify): _____ |
|---|---|

Financial Needs Assessment:

Cost Category	Weekly/Monthly	Remarks
Rent/Mortgage		
Phone		
Utilities (Gas, Light, Water, etc.)		
Child Care		
Food		
Transportation		
Other		
TOTAL FINANCIAL NEED		

Youth with Disabilities

Attachment C

Does youth have a disability? Y or N		
IEP Obtained?	Y or N	Date of last IEP:
Accommodations Provided/Comments: Click or tap here to enter text.		

Part III: Career Pathways/Goals

Identify personal, educational, and occupational short- and long-term goals.

Goal Type	Short-Term Goal	Long-Term Goal	Performance Indicator(s) Goal is Linked To*
Educational Goal			
Occupational/ Employment Goal			
Personal/Social Goal			N/A

Part IV: Objective Assessment Summary *(Summarize the information documented to present an overall picture of participant)*

Brief Overview		
<i>Identify personal, educational, occupational, financial, medical, childcare, transportation, housing, food/nutrition</i>		
Strengths	Challenges (Barriers)	Service/Resource/Partner Agency Referral

Part V: Referral to Other Services

Date: _____	Agency: _____
-------------	---------------

Attachment C

Reason: _____

Date: _____ Agency: _____
Reason: _____

Date: _____ Agency: _____
Reason: _____

Part VI: Program Elements Needed to Achieve Goals

<i>Youth are required to have access to all fourteen WIOA Youth program elements. Please select elements based on needs identified on the participant's objective assessment. All youth must receive follow-up services.</i>				
Improving Educational Achievement	Date Opened	Projected End Date	Actual End Date	Successful Completion
<input type="checkbox"/> Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized post-secondary credential <i>Action Steps/Referrals:</i> <i>Comments:</i>				<input type="checkbox"/> Yes <input type="checkbox"/> No <i>Explain:</i>
<input type="checkbox"/> Alternative secondary school services, or dropout recovery services, as appropriate <i>Action Steps/Referrals:</i> <i>Comments:</i>				<input type="checkbox"/> Yes <input type="checkbox"/> No <i>Explain:</i>
<input type="checkbox"/> Activities that help youth prepare for and transition to post-secondary education and training <i>Action Steps/Referrals:</i> <i>Comments:</i>				<input type="checkbox"/> Yes <input type="checkbox"/> No <i>Explain:</i>
Preparing for and Succeeding in Employment	Date Opened	Projected End Date	Actual End Date	Successful Completion
<input type="checkbox"/> Paid & unpaid work experience (summer employment, pre-apprenticeship programs, internships, job shadowing, OJT) with Academic & occupational education components.				<input type="checkbox"/> Yes <input type="checkbox"/> No <i>Explain:</i>

Attachment C

<p><i>Action Steps/Referrals:</i></p> <p><i>Comments:</i></p>				
<p><input type="checkbox"/> Labor market & employment information about in demand industry sectors or occupations available in local area, including career awareness, career counseling, and career exploration services</p> <p><i>Action Steps/Referrals:</i></p> <p><i>Comments:</i></p>				<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>Explain:</i></p>
<p><input type="checkbox"/> Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster</p> <p><i>Action Steps/Referrals:</i></p> <p><i>Comments:</i></p>				<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>Explain:</i></p>
<p><input type="checkbox"/> Occupational skills training, which shall include priority consideration for training programs that lead to recognized post-secondary credentials that are aligned with in-demand industry sectors or local area occupations</p> <p><i>Action Steps/Referrals:</i></p> <p><i>Comments:</i></p>				<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>Explain:</i></p>
<p><input type="checkbox"/> Entrepreneurial skills training</p> <p><i>Action Steps/Referrals:</i></p> <p><i>Comments:</i></p>				<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>Explain:</i></p>
<p>Supporting Youth</p>	Date Opened	Projected End Date	Actual End Date	Successful Completion
<p><input type="checkbox"/> Supportive services</p> <p><i>Action Steps/Referrals:</i></p> <p><i>Comments:</i></p>				<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>Explain:</i></p>
<p><input type="checkbox"/> Adult mentoring</p> <p><i>Action Steps/Referrals:</i></p> <p><i>Comments:</i></p>				<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>Explain:</i></p>
<p><input type="checkbox"/> Comprehensive guidance & counseling (may include drug & alcohol abuse counseling & referral)</p> <p><i>Action Steps/Referrals:</i></p> <p><i>Comments:</i></p>				<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>Explain:</i></p>
<p><input type="checkbox"/> Follow-up for not less than 12 months after the completion of participation, as appropriate. Select allowable program element(s):</p>				<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>Explain:</i></p>

Attachment C

<input type="checkbox"/> Mentoring <input type="checkbox"/> Financial Literacy <input type="checkbox"/> Labor Market Information <input type="checkbox"/> Post- Secondary Preparation & Transition <input type="checkbox"/> Supportive Services <i>Action Steps/Referrals:</i> <i>Opt Out:</i> <i>Comments:</i>				
Developing the Potential of Young People as Citizens & Leaders	Date Opened	Projected End Date	Actual End Date	Successful Completion
<input type="checkbox"/> Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors. <i>Action Steps/Referrals:</i> <i>Comments:</i>				<input type="checkbox"/> Yes <input type="checkbox"/> No <i>Explain:</i>
<input type="checkbox"/> Financial literacy <i>Action Steps/Referrals:</i> <i>Comments:</i>				<input type="checkbox"/> Yes <input type="checkbox"/> No <i>Explain:</i>

Part VII: Program Objectives

Based on the program elements identified, state the ISS objectives in specific, time-framed, measurable and outcome-oriented terms. Include as appropriate academics, employment opportunities, career development, leadership development, supportive services and other services specific to the contractor's program design.

WIOA Youth Services Youth Participant and Case Manager Agreement:

Youth Participant Agreement:

- ▶ I have participated in the preparation of this Individual Service Strategy (ISS).
- ▶ I understand and agree with the ISS program elements established for my participation in the program.

Attachment C

- ▶ I agree to participate in program activities as assigned by my case manager to achieve program objectives.
- ▶ I understand WIOA is not an entitlement program, and this ISS does not guarantee receipt of any services.
- ▶ I understand that this ISS and/or information in it may be released to appropriate WIOA and school personnel.
- ▶ I understand that I have the right to obtain a copy of my ISS at any time.
- ▶ I will contact my Case Manager monthly or as often as necessary to update my progress on this plan. I understand that my case can be closed if I go 90 days without participating in a service.
- ▶ I will let my Case Manager know of any problems which would cause changes to any activities or interfere with completing the plan.
- ▶ I will seek, accept and maintain employment that meets my planned goal(s) as stated above.
- ▶ I will contact my Case Manager when I become employed, and provide all necessary information pertaining to the job.
- ▶ I will stay in contact with my Case Manager for up to a year after exiting the program to maintain and support meeting my goals.

Case Manager Agreement:

- ▶ Assist with the appropriate career guidance, training and supportive services.
- ▶ Coordinate with other agencies and programs to help you obtain needed services.
- ▶ Monitor your participation and progress in the activities above.
- ▶ Assist you in your search for employment.
- ▶ Maintain contact with you for up to one year after you obtain employment for employment retention and career advancement purposes.

Youth Participant Name:	Youth Participant Signature:
Case Manager Name:	Case Manager Signature:
Date:	Date:

ISS Review and Updates/Case Management Notes

- ISS must be reviewed at least every six months (including signature of youth worker and youth)
- ISS must be updated as youth participants progress through the program. ISS updates must be documented on hard copy form and AOSOS
- ISS must be shared with the contracted youth service providers

Attachment C

Date	Updates/Case Management Notes	Signatures (For Updates Only)
		Youth: Case Manager:
		Youth: Case Manager:
		Youth: Case Manager:
		Youth: Case Manager:
		Youth: Case Manager:
		Youth: Case Manager:

YOUTH FOLLOW-UP NOTES

Customer Name: _____ Start Date of follow-up: _____

Staff person completing follow-up: _____

File transferred to: _____ Exit Date: _____

Attachment C

1st Month After Exit

Date: _____

Youth Current Contact Information: _____

Method of Contact: Phone call E-mail Employer Contact Social Media Regular mail

Office Visit In Person Visit

Qualifying Outcome: Entered Post-secondary Ed/**Date:** _____ Entered Training/**Date:** _____

Entered Military/**Date:** _____ Entered Apprenticeship/**Date:** _____ Employed/**Date:** _____

Rec'd Credential/**Date:** _____

Qualifying Services: Supportive Service/**Date:** _____ Adult Mentoring/**Date:** _____ Financial Literacy Ed/**Date:** _____ Services that provide LMI/**Date:** _____ Activities that help transition to post sec. ed and training/**Date:** _____

2nd Month After Exit

Date: _____

Youth Current Contact Information: _____

Method of Contact: Phone call E-mail Employer Contact Social Media Regular mail

Office Visit In Person Visit

Qualifying Outcome: Entered Post-secondary Ed/**Date:** _____ Entered Training/**Date:** _____

Entered Military/**Date:** _____ Entered Apprenticeship/**Date:** _____ Employed/**Date:** _____

Rec'd Credential/**Date:** _____

Qualifying Services: Supportive Service/**Date:** _____ Adult Mentoring/**Date:** _____ Financial Literacy Ed/**Date:** _____ Services that provide LMI/**Date:** _____ Activities that help transition to post sec. ed and training/**Date:** _____

3rd Month After Exit

Date: _____

Youth Current Contact Information: _____

Method of Contact: Phone call E-mail Employer Contact Social Media Regular mail

Office Visit In Person Visit

Attachment C

Qualifying Outcome: Entered Post-secondary Ed / **Date:** _____ Entered Training / **Date:** _____

Entered Military/**Date:** _____ Entered Apprenticeship/**Date:** _____ Employed/**Date:** _____

Rec'd Credential/**Date:** _____

Qualifying Services: Supportive Service/**Date:** _____ Adult Mentoring/**Date:** _____ Financial

Literacy Ed/**Date:** _____ Services that provide LMI/**Date:** _____ Activities that help transition to post sec. ed and training/**Date:** _____

4th Month After Exit

Date: _____

Youth Current Contact Information: _____

Method of Contact: Phone call E-mail Employer Contact Social Media Regular mail

Office Visit In Person Visit

Qualifying Outcome: Entered Post-secondary Ed/**Date:** _____ Entered Training/**Date:** _____

Entered Military/**Date:** _____ Entered Apprenticeship/**Date:** _____ Employed/**Date:** _____

Rec'd Credential /**Date:** _____

Qualifying Services: Supportive Service/**Date:** _____ Adult Mentoring/**Date:** _____

Financial Literacy Ed/**Date:** _____ Services that provide LMI/**Date:** _____ Activities that help transition to post sec. ed and training/**Date:** _____

5th Month After Exit

Date: _____

Youth Current Contact Information: _____

Method of Contact: Phone call E-mail Employer Contact Social Media Regular mail

Office Visit In Person Visit

Attachment C

Qualifying Outcome: Entered Post-secondary Ed/**Date:** _____ Entered Training/**Date:** _____

Entered Military/**Date:** _____ Entered Apprenticeship/**Date:** _____ Employed/**Date:** _____

Rec'd Credential/**Date:** _____

Qualifying Services: Supportive Service/**Date:** _____ Adult Mentoring/**Date:** _____ Financial Literacy Ed/**Date:** _____ Services that provide LMI/**Date:** _____ Activities that help transition to post sec. ed and training/**Date:** _____

6th Month After Exit

Date: _____

Youth Current Contact Information: _____

Method of Contact: Phone call E-mail Employer Contact Social Media Regular mail
 Office Visit In Person Visit

Qualifying Outcome: Entered Post-secondary Ed/**Date:** _____ Entered Training/**Date:** _____

Entered Military/**Date:** _____ Entered Apprenticeship/**Date:** _____ Employed/**Date:** _____

Rec'd Credential/**Date:** _____

Qualifying Services: Supportive Service/**Date:** _____ Adult Mentoring/**Date:** _____ Financial Literacy Ed/**Date:** _____ Services that provide LMI/**Date:** _____ Activities that help transition to post sec. ed and training/**Date:** _____

7th Month After Exit

Date: _____

Youth Current Contact Information: _____

Method of Contact: Phone call E-mail Employer Contact Social Media Regular mail
 Office Visit In Person Visit

Attachment C

Qualifying Outcome: Entered Post-secondary Ed /Date: _____ Entered Training /Date: _____

Entered Military/Date: _____ Entered Apprenticeship/Date: _____ Employed /Date: _____

Rec'd Credential /Date: _____

Qualifying Services: Supportive Service/Date: _____ Adult Mentoring/Date: _____

Financial Literacy Ed/Date: _____ Services that provide LMI/Date: _____ Activities that help transition to post sec. ed and training/Date: _____

8th Month After Exit

Date: _____

Youth Current Contact Information: _____

Method of Contact: Phone call E-mail Employer Contact Social Media Regular mail

Office Visit In Person Visit

Qualifying Outcome: Entered Post-secondary Ed/Date: _____ Entered Training/Date: _____

Entered Military/Date: _____ Entered Apprenticeship/Date: _____ Employed/Date: _____

Rec'd Credential/Date: _____

Qualifying Services: Supportive Service/Date: _____ Adult Mentoring/Date: _____

Financial Literacy Ed/Date: _____ Services that provide LMI/Date: _____ Activities that help transition to post sec. ed and training/Date: _____

9th Month After Exit

Date: _____

Youth Current Contact Information: _____

Method of Contact: Phone call E-mail Employer Contact Social Media Regular mail

Office Visit In Person Visit

Attachment C

Qualifying Outcome: Entered Post-secondary Ed /Date: _____ Entered Training /Date: _____

Entered Military/Date: _____ Entered Apprenticeship/Date: _____ Employed/Date: _____

Rec'd Credential/Date: _____

Qualifying Services: Supportive Service/Date: _____ Adult Mentoring/Date: _____

Financial Literacy Ed/Date: _____ Services that provide LMI/Date: _____ Activities that help

transition to post sec. ed and training/Date: _____

10th Month After Exit

Date: _____

Youth Current Contact Information: _____

Method of Contact: Phone call E-mail Employer Contact Social Media Regular mail

Office Visit In Person Visit

Qualifying Outcome: Entered Post-secondary Ed /Date: _____ Entered Training /Date: _____

Entered Military/Date: _____ Entered Apprenticeship/Date: _____ Employed/Date: _____

Rec'd Credential/Date: _____

Qualifying Services: Supportive Service/Date: _____ Adult Mentoring/Date: _____

Financial Literacy Ed/Date: _____ Services that provide LMI/Date: _____ Activities that help transition to post sec. ed and training/Date: _____

11th Month After Exit

Date: _____

Youth Current Contact Information: _____

Method of Contact: Phone call E-mail Employer Contact Social Media Regular mail

Office Visit In Person Visit

Qualifying Outcome: Entered Post-secondary Ed/Date: _____ Entered Training/Date: _____

Attachment C

Entered Military/**Date:** _____ Entered Apprenticeship/**Date:** _____ Employed/**Date:** _____

Rec'd Credential/**Date:** _____

Qualifying Services: Supportive Service/**Date:** _____ Adult Mentoring/**Date:** _____

Financial Literacy Ed/**Date:** _____ Services that provide LMI/**Date:** _____ Activities that help transition to post sec. ed and training/**Date:** _____

12th Month After Exit

Date: _____

Youth Current Contact Information: _____

Method of Contact: Phone call E-mail Employer Contact Social Media Regular mail
 Office Visit In Person Visit

Qualifying Outcome: Entered Post-secondary Ed / **Date:** _____ Entered Training / **Date:** _____

Entered Military/**Date:** _____ Entered Apprenticeship/**Date:** _____ Employed/**Date:** _____

Rec'd Credential/**Date:** _____

Qualifying Services: Supportive Service/**Date:** _____ Adult Mentoring/**Date:** _____

Financial Literacy Ed/**Date:** _____ Services that provide LMI/**Date:** _____ Activities that help transition to post sec. ed and training/**Date:** _____

Attachment D
Cape May County Division of Workforce Development
Out-of-School Youth Programs Program

PROPOSED OPERATING BUDGET

PROVIDER: _____

PERIOD COVERED: 8/1/22 - 6/30/23

COST REIMBURSEMENT

Line	BUDGET ITEM	DESCRIPTION	TOTAL
1	PERSONNEL SALARIES		\$ -
2	PERSONNEL FRINGE		\$ -
3	YOUTH SALARIES		\$ -
4	YOUTH FRINGE		\$ -
5	TRAINING COSTS		\$ -
6	CONSUMABLE SUPPLIES/MATERIALS		\$ -
7	STAFF TRAVEL		\$ -
8	FACILITY COSTS (RENT, UTILITIES, MAINTENANCE, PHONE, POSTAGE)		\$ -
9	INCENTIVE PAYMENTS		\$ -
10	SUPPORT SERVICES		\$ -
11	OTHER COSTS:		\$ -
12	SubTotal (add lines 1 - 11)		\$ -
13	PERFORMANCE BASED	Enter number of youth to be served	
14	ATTAINMENT OF AN INDUSTRY RECOGNIZED CREDENTIAL (\$600 x line 13)		\$ -
15	ATTAINMENT OF A MEASUREABLE SKILL GAIN (\$600 x line 13)		\$ -
16	TOTAL PERFORMANCE BASED (add lines 14 + 15)		\$ -
17	TOTAL CONTRACT (add lines 12 + 16)		\$ -
18	Cost Per Youth (line 17 divided by line 13)		\$

Standard Assurances and Certifications

ASSURANCES AND CERTIFICATIONS

The grantor will not award a grant where the grantee has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. In performing its responsibilities under this agreement the grantee hereby certifies and assures that it will fully comply with the following:

- 1) Assurances Non-Construction Programs (SF 424 B)
- 2) Debarment and Suspension Certification (29 CFR Part 98)
- 3) Certification Regarding Lobbying (29 CFR Part 93)
- 4) Drug Free Workplace Certification (29 CFR Part 98)
- 5) Nondiscrimination and Equal Opportunity Assurance (29 CFR Part 38)
- 6) Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards (2 CFR Part 200)

By signing the agreement the grantee is providing the above assurances and certifications as detailed below:

1) ASSURANCES NON-CONSTRUCTION PROGRAMS

NOTE: Certain assurances may not be applicable to your project or program. If you have questions, please contact the grantor agency.

As the duly authorized representative of the applicant, I certify that the applicant:

- A) Has the legal authority to apply for federal assistance and the institutional managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
- B) Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting principles or agency directives.
- C) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- D) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- E) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of Office of Personnel Management's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
- F) Will comply with all federal statutes relating to nondiscrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq. (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101- 6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972, 21 U.S.C. 1101 et seq. (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 21 U.S.C. 801 et seq. (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act (42 U.S.C. 290 dd-2), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) the Genetic Information Nondiscrimination Act of 2008 which prohibits discrimination on the basis of genetic information; (j) any other nondiscrimination provisions in the specific statute(s) under which

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application for federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

- G) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601 et seq. (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
- H) Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
- I) Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally assisted construction sub-agreements.
- J) Will comply, if applicable, with Flood Insurance Purchase Requirements of section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. 4001 et seq. (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- K) Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 U.S.C. 4321 et seq. (P. L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of federal actions to state (Clear Air) implementation plans under section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974 as amended, 42 U.S.C. 300f et seq. (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531 et seq. (P.L. 93-205).
- L) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- M) Will assist the awarding agency in assuring compliance with section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
- N) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
- O) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544), as amended, (7 U.S.C. 2131 et seq.) pertaining to the care, handling and treatment of warm blooded animals held for research, teaching or other activities supported by this award of assistance.
- P) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- Q) Will cause to be performed the required financial and compliance audits in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (78 FR 78589).
- R) Will comply with all applicable requirements of all other federal laws, executive orders, regulations and policies governing this program.

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- S) Will comply with the Federal Funding Accountability and Transparency Act requiring recipients and subrecipients of federal financial assistance to obtain a Data Universal Numbering System (DUNS) number and will report the DUNS number to the grantor as a condition of receiving a federal grant or award. Furthermore the grantee must be registered in the federal System for Award Management (SAM) and continue to maintain an active SAM registration with current information at all times during which the term of this grant or award is in effect. Furthermore no contract, award, subgrant will be made by the grantee to another party if said party is listed in the Excluded Parties List System in the federal SAM.

2) CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

As required by EO 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, sections 85.105 and 85.110.

The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

- A) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency or the state of New Jersey.
- B) Have not within a three year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- C) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph B of this certification; and have not within a three year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.
- D) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (or plan).
- E) Are not listed in the Excluded Parties List System in the federal SAM.

3) CERTIFICATION REGARDING LOBBYING

As required by 31 U.S.C. 1352 and implemented at 34 CFR Part 82, for the persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, sections 82.105 and 82.110 that applicant certifies that:

The undersigned (i.e., grantee signatory) certifies, to the best of his or her knowledge and belief that:

- A) 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 Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making 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.
- B) 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.

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- C) 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 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 31 U.S.C 1352. 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.

4) CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees as defined at 34 CFR Part 85, sections 85.605 and 85.610.

The grantee certifies that it will or will continue to provide a drug-free workplace by:

- A) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B) Establishing an ongoing drug-free awareness program to inform employees about:
- 1) The dangers of drug abuse in the workplace;
 - 2) The grantee's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation and employee assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph A.
- D) Notifying the employee in the statement required by paragraph A that as a condition of employment under the grant, the employee will:
- 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- E) Notifying the agency in writing, within 10 calendar days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
- F) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:
- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement or other appropriate agency.
- G) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A, B, C, D, E and F.

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5) NONDISCRIMINATION AND EQUAL OPPORTUNITY ASSURANCE

As a condition to the award of financial assistance from DWD, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- A) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin.
- B) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.
- C) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.
- D) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
- E) The Americans with Disabilities Act (P.L. 101-336) which prohibits discrimination based on disabilities in the areas of employment, public services, transportation, public accommodations and telecommunications. It requires all affected entities to provide *reasonable accommodation* to persons with disabilities.
- F) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I-financially assisted program or activity.
- G) The grant applicant also assures that it will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

6) UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (2 CFR PART 200)

As a condition to the award of Federal financial assistance, the recipient or subrecipient assures that it will fully abide by all regulations of 2 CFR Chapter I, Chapter II, Part 200

The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (Street address, city, county, state, ZIP code)

Check () if there are workplaces on file that are not identified.

General Provisions

DEFINITIONS

For the purpose of this document, the following definitions apply:

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- Grantor is defined as the Cape May County Division of Workforce Development, which is also referred to as DWD.
- Grantee is defined as any entity in direct receipt of funds by written instrument from DWD.
- Subgrantee is defined as any entity in receipt of funds from a grantee.
- Agreement refers to the contract with DWD, the General Provisions, and where applicable, the Standard Assurances and Certifications.
- Program exit is defined as a participant having either been designated by the local area as such or who has not received a service funded by the program or funded by a partner program for 90 consecutive calendar days and is not scheduled for future services.
- Number served is those participants who are registered and receiving services.
- Definitions for financial terms below are derived from the **One-Stop Comprehensive Financial Management Technical Assistance Guide**. This document may be found on the Internet at http://www.doleta.gov/grants/pdf/FinalTAG_August_02.pdf. The financial definitions below shall be those used in review and audit of related processes and systems. Local area records must conform with the definitions of the following terms from that document:
 - Obligations are defined as the amounts of orders placed, contracts and subgrants awarded, goods and services received, and similar transactions during a given period that will require payment by the grantee.
 - Expenditures/outlays are defined as charges made to the project or program. They may be reported on a cash or accrual basis. For reports prepared on a cash basis, outlays are the sum of actual cash disbursement for direct charges for goods and services, the amount of indirect expense incurred, the value of in-kind contributions applied, and the amount of cash advances and payments made to contractors and subgrantees. For reports prepared on an accrued expenditure basis, outlays are the sum of actual cash disbursements, the amount of indirect expense incurred, the value of in-kind contributions applied, and the new increase(or decrease) in the amounts owed by the grantee for goods and other property received, for services performed by employees, contractors, subgrantees, subcontractors and other payees and other amounts becoming owed under programs for which no current services or performance are required, such as annuities, insurance claims and other benefit programs. Quarterly reports shall be prepared on the accrual basis.
 - Administration is defined as the allocable portion of the costs for support services and not related to the **direct provision of workforce investment services, including services to participants and employers**. Administrative functions are specified to include the following:
 - General administrative functions such as accounting, financial and cash management, procurement, property management, personnel management and payroll
 - Audit functions and those duties associated with coordinating the resolution of findings originating from audits, monitoring, incident reports or other investigations
 - General legal services
 - Goods and services used for administrative functions
 - Developing systems, including information systems, related to administrative functions
 - The cost of awards made to subrecipient or vendor organizations for administrative services of the awarding agency (e.g., payroll service for staff or clients)Administrative costs are accumulated and reported only by state and local boards, direct recipients (i.e., the state or Title ID grantee), the local grant recipient or subrecipient, the fiscal agent for a local area and the One-Stop Career Center Operator. If the local area makes an award to a vendor for an administrative function such as developing a procurement system, then the vendor costs are classified as administrative. With the exception of the aforementioned type of administrative contract, all awards to vendors and subrecipients are considered program costs and would be reported in the program cost category.
 - Accrued expenditures are defined as the charges incurred by the grantee during a given period requiring the provision of funds for (1) goods and other tangible property received; (2) services performed by employees, contractors, subgrantees, subcontractors and other payees; and (3) other amounts becoming owed (by the grantee) under programs for which no current services or performance are required, such as annuities, insurance claims and other benefits.

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DWD retains the right to examine all costs to determine appropriateness of the charge to a category. The grantee is responsible for ensuring that all efforts are made to ensure that administrative costs are kept to a minimum not to exceed the limits established by federal law, rules or policies.

1) COMPLIANCE WITH EXISTING LAWS

- A) The grantee agrees to comply with all federal, state and municipal laws, rules and regulations generally applicable to the activities in which the grantee is engaged in performance of this agreement.
- B) These laws, rules and regulations include, but are not limited to the following:
- 1) Federal Office of Management and Budget (OMB) documents: <http://www.whitehouse.gov/omb/circulars>.
 - 2) New Jersey Department of the Treasury, Office of Management and Budget documents:
 - (a) Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid: http://www.state.nj.us/infobank/circular/cir1508_omb.pdf.
 - (b) State Grant Compliance Supplement: <http://www.state.nj.us/treasury/omb/publications/grant/index.shtml>.
 - 3) State Affirmative Action Legal Citations: The grantee agrees to comply with and to require subgrantees to comply with N.J.A.C. 17:27, applicable provisions of N.J.S.A. 10:5 et al., P.L. 1975, c. 127 and all implementing regulations.

Customized Training - Where funding is provided in whole or in part from the Workforce Development Partnership (WDP) fund, the grantee assures and agrees that it will fully comply with the requirements of the New Jersey Employment and Workforce Development Act (P.L. 1992 c. 43) and state regulations and directives governing this program. These requirements include the following assurances:

- 1) The grantee assures that it will fully comply with all federal and state laws regarding child labor, wages, workplace and classroom safety, health standards and other laws.
- 2) The grantee agrees that if it relocates outside New Jersey or outsources employee positions within three years following the end date of the customized training contract, the grantee will promptly notify DWD and refund all money to DWD, including payments made to any subgrantee on its behalf.
- 3) The grantee agrees to retain only service providers located in the state of New Jersey to provide the customized training services funded under this agreement.

Failure to comply with the laws, rules and regulations shall be grounds for termination of this agreement.

2) NONDISCRIMINATION AND EQUAL OPPORTUNITY

The grantee agrees to comply with the nondiscrimination and equal opportunity provisions of the following laws:

- 1) Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA financially-assisted program or activity.
- 2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin.
- 3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.
- 4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.
- 5) Title IX of the Education Amendments of 1972, as amended which prohibits discrimination on the basis of sex in educational programs.
- 6) The Americans with Disabilities Act (P.L. 101-336) which prohibits discrimination based on disabilities in the areas of employment, public services, transportation, public accommodations and telecommunications. It requires all affected entities to provide reasonable accommodation to persons with disabilities.

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- 7) The Genetic Information Nondiscrimination Act of 2008 which prohibits discrimination on the basis of genetic information.
- 8) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made and the requirements of any other nondiscrimination statute(s) which may apply to the application.

The grantee also assures that it will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above.

3) SPECIAL GRANT CONDITIONS FOR HIGH RISK GRANTEES

- A) A grantee may be considered high risk if DWD determines that a grantee:
 - 1) Has a history of unsatisfactory performance;
 - 2) Is not financially stable;
 - 3) Has a financial management system which does not meet the standards set forth in section 4;
 - 4) Has not conformed to terms and conditions of previous awards; and
 - 5) Is otherwise not responsible.
- B) When DWD determines that an award will be made; special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award. Special conditions and/or restrictions may include:
 - 1) Payment on a reimbursement basis;
 - 2) Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period;
 - 3) Requiring additional, more detailed financial reports;
 - 4) Additional project monitoring;
 - 5) Requiring the grantee to obtain technical or management assistance; and
 - 6) Establishing additional prior approvals.
- C) If DWD decides to impose such special conditions and/or restrictions, an DWD official will notify the grantee as soon as possible, in writing, of:
 - 1) The nature of the special conditions and/or restrictions;
 - 2) The reason(s) for imposing the special conditions and/or restrictions;
 - 3) The corrective actions that must be taken before the special conditions and/or restrictions will be removed by DWD and the time allowed for completing the corrective actions; and
 - 4) The method of requesting reconsideration of the special conditions and/or restrictions imposed.

4) FINANCIAL MANAGEMENT SYSTEM

- A) The grantee shall be responsible for maintaining an adequate financial management system and will immediately notify DWD when the grantee cannot comply with the requirements established in this section of the grant.
- B) The grantee's financial management system shall provide for:
 - 1) Financial Reporting:

Accurate, current and complete disclosure of the financial results of each grant in conformity with generally accepted principles of accounting and reporting in a format that is in accordance with the financial reporting requirements of the grant;
 - 2) Accounting Records:

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Records that adequately identify the source and application of funds for DWD-supported activities. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures and income;

3) Internal Control:

Effective internal and accounting controls over all funds, property and other assets. The grantee shall adequately safeguard all such assets and assure that they are used solely for authorized purposes;

4) Budget Control:

Comparison of actual expenditures or outlays with budgeted amounts for each grant. Also, the relationship of the financial information with performance or productivity data, including the development of unit cost information required by DWD;

5) Allowable Costs:

Procedures for determining reasonableness, allowability and allocability of costs generally consistent with the provisions of federal and state requirements;

6) Source Documentation:

Accounting records that are supported by source documentation; and

7) Cash Management:

Procedures to minimize the time elapsing between the advance of funds from DWD and the disbursement by the grantee, whenever funds are advanced by DWD.

- C) DWD may require the submission of a Statement of Adequacy of the Accounting System, as provided in Chapter II-2 of the **One-Stop Comprehensive Financial Management Technical Assistance Guide**, available at http://www.doleta.gov/grants/pdf/FinalTAG_August_02.pdf.
- D) DWD may review the adequacy of the financial management system of any applicant as part of a pre-award review or at any time subsequent to the award. If DWD determines that the grantee's accounting system does not meet the standards described in paragraph B above, additional information to monitor the grant may be required by DWD upon written notice to the grantee, until such time as the system meets with DWD approval.
- E) DWD requires that the grantee develop/maintain a documented financial management system that is committed to a document and conforms to applicable federal, state laws and generally accepted accounting principles.
- F) The grantee shall develop/maintain a cost allocation/resource sharing plan regarding the resources developed to the One-Stop Career Center consistent with requirements set forth in appropriate laws, regulations and the **One-Stop Comprehensive Financial Management Technical Assistance Guide**.

5) ALLOWABLE COSTS

Funds expended in this project shall be those as stated in the agreement for the purposes and functions outlined, unless changed by an approved modification. The grantee shall be entitled only to reimbursement for actual expenses incurred or obligated during the contract/grant period or during an approved extension agreed upon by the grantee and DWD, and only in the amount specified in the agreement. All obligations shall be liquidated within three months of the completion of the contract period or an approved extension.

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It is the intent of the state that all funds be used in a unified and integrated manner in order to provide seamless service delivery, and not to create duplication and multiple administrative entities within the same organization.

No funds under this contract may be used for purposes other than employment and ToWork related activities. These funds may not be used to supplement nor supplant services funded through other efforts. These funds cannot be used to duplicate services and staff being funded under other efforts.

No funding under this agreement can be used to provide for bonuses or other payments above and beyond legitimate wages, salaries or any other form of compensation.

Should any funds under this agreement be used for the purpose of satisfying any grantee or subgrantee pooled costs (i.e., indirect costs or general and administrative), it is the sole responsibility of the grantee to provide documentation substantiating such cost. DWD retains the right to question this or any other costs charged to this grant or contract.

All data pertaining to clients served under this agreement must be included in America's One-Stop Operating System (AOSOS). Costs related to clients not registered and/or reported in AOSOS may be disallowed.

Upon completion of training, participants should be referred to placement services, either through the training provider or the One-Stop Career Center. Participants may be enrolled into appropriate funded services, such as Job Seeking/Changing Skills or Job Search Workshop to aid the participant in securing employment, or receive activities such as referrals to job orders or job order development. Once a participant has not received any funded services or staff assisted activity for 90 consecutive calendar days and is not scheduled for future services, a soft exit will occur in AOSOS.

Grantees who are government, educational or nonprofit organizations must comply with federal cost principles as established in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. These regulations establish government-wide cost principles, including a requirement that salaries and wages charged to this agreement be supported by appropriate personnel activity reports and meet the requirements of 2 CFR 200.430(i) Standards for Documentation of Personal Expenses.

DWD does not provide funding that should be intended as working capital. Funds received are for the sole intent of the contracted program. Funds from any agreement must be used in the manner agreed upon within the agreement. Any changes in intent or use must be approved by DWD.

Interest earned from any funds included in this agreement must be used consistent with the agreement and with the applicable laws, rules and policies associated with the funding source which resulted in the interest. Further, any interest earned must be reported consistent with program income.

Each grantee shall have a written policy regarding the subject of leave accounting. Such policies must be consistent with policies of the grant recipient and must be available for DWD to review. DWD retains the right to assess such policies for their potential impact on service provision and require changes to ensure such services may not be impacted by local policies. Each grantee has the responsibility to ensure that its subgrantees, where appropriate, have similar documentation. DWD retains the right to determine whether costs/rates within this category are excessive.

Each grantee shall have a written policy regarding severance pay. Such policies must be consistent with policies of the grant recipient and must be available for review by DWD. DWD retains the right to assess such policies for their potential impact on service provision and require changes to ensure such services may not be impacted by local policies. Each grantee has the responsibility to ensure that its subgrantees, where appropriate, have similar documentation. DWD retains the right to determine whether costs/rates within this category are excessive.

Each grantee shall establish a written policy to address the provision of personnel benefits paid, incurred or purchased under this agreement. Costs associated with personnel benefits should be consistent with the developed policy and should apply to the grantee and its subgrantees where appropriate. DWD retains the right to determine whether costs/rates within this category are excessive.

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Grantees must ensure that costs related to meetings, entertainment, meals, graduations and celebrations are appropriate and of a de minimis amount. Each grantee must establish written policies consistent with that of the grant recipient. DWD retains the right to assess such policy for their potential impact on service provision and require changes to ensure such activities may not be impacted by local policies. Each grantee has the responsibility to ensure that its subgrantees, where appropriate, have similar documentation. DWD retains the right to determine whether costs/rates within this category are excessive.

Funds used under this grant must be used for the benefit of the program and its clients. Grantees may not use resources from this agreement to benefit the results of non-applicable programs, the application for grants under non-applicable programs, nor employment under non-applicable programs. Grantees using funds in such manner may have these costs disallowed. Grantees shall establish policies on a local level to ensure that, where appropriate, similar requirements apply.

No wages under this agreement, whether for full time or part time work, may exceed the federally imposed limit as set forth in Public Law 109-234 and/or any limits established through applicable law, regulation or order by the state of New Jersey. This establishes a cap for not only annual wages, but should be pro-rated to ensure that hourly, weekly, monthly or any wages either wholly or partially funded under this agreement do not exceed the allowed amount on that basis either. Any costs above the total or pro-rated amount may be the basis for a disallowed cost for the entirety of the amount, not just any excessive amount. Each grantee has the responsibility to ensure that no subgrantees violate this cap and that any violation on that basis is similarly disallowed.

DWD reserves the right to cap and deny any requests associated with pooled costs (i.e., indirect or general and administrative). It is incumbent upon the grantee to provide sufficient documentation regarding such requests including documentation of its development and components and approval by the appropriate cognizant agency. Funding of the budgeted amount of the pooled costs in this grant/contract does not imply approval by DWD of the amount or method of calculation.

6) MATCHING AND COST SHARING

The grantee shall be required to account to the satisfaction of DWD for matching and cost sharing requirements in accordance with the agreement and federal and state requirements.

7) PROGRAM INCOME

Program income shall be defined as gross income earned by the grantee from grant-supported activities. Such earnings include, but will not be limited to, income from service fees, sale of commodities, usage or rental fees and royalties on patents and copyrights.

- A) If a grantee receives interest earned of \$250 or more in a fiscal year on advances of grant funds, see Chapter II-7-3 of the **One-Stop Comprehensive Financial Management Technical Assistance Guide**.
- B) Unless otherwise provided or specified, the grantee shall have no obligation to DWD with respect to royalties received as a result of copyrights or patents produced under the grant.
- C) All other program income earned during the grant period shall be retained by the grantee and used in accordance with Chapter II-7 of the **One-Stop Comprehensive Financial Management Technical Assistance Guide**.

8) PRICE WARRANTY

The grantee warrants that the prices agreed upon are not less favorable than those currently extended to any other customer for the same or similar articles in similar quantities. The grantee extends the same terms and conditions as extended to its most favored customers and final price includes all common reductions for discounts, rebates or other incentives. All goods procured under this agreement shall be name brand, first quality, new parts, unless otherwise specified.

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9) PAYMENT METHOD

- A) Payments to the grantee or on behalf of the grantee shall be issued only after the agreement has been signed and agreed to by both parties. The grantee will provide sufficient documentation that action has been taken to carry out the terms and conditions of the agreement. Upon receipt of the requisite financial and narrative reports and other forms or reports required by the grantor and upon appropriate certification by the chief financial officer of DWD or his/her designee, the grantor will pay the grantee the contracted amount.
- B) A Payment Voucher form will be submitted in a form satisfactory to DWD, with supporting documentation that the contracted services are operational and will continue to be for the period specified in the agreement. At its discretion, DWD may request additional reports.

10) REPORTING REQUIREMENTS

The grantee agrees to provide all reports specified in this agreement within the established timeframe and to the satisfaction of DWD. All records must be current and reflective of actual events to ensure that reports may be timely and provide an actual depiction of ongoing activities. Grantees are responsible for ensuring that reports are based upon current data.

11) STATE MONITORING, EVALUATION AND AUDIT

The following sections A to E pertain to all governmental, non-profit organizations and for-profit organizations:

- A) The grantee agrees to cooperate with any monitoring, evaluation and/or audit conducted by DWD or their designees and authorized agents.
- B) The grantee will maintain its records and accounts in such a way as to facilitate the preparation of financial statements in accordance with generally accepted accounting principles and the audits thereof and ensure that subgrantees also maintain records which are auditable. The grantee is responsible for any disallowed costs resulting from any audit exceptions incurred by its own organization or that of its subgrantees.
- C) DWD reserves the right to build upon the audit received. Interim audits may be conducted at the discretion of DWD.
- D) The grantee agrees to provide full access to their books and records and to submit to any audit or review of financial and compliance requirements of DWD.
- E) The grantee agrees to include in the engagement letter or agreement with any independent audit firm language that DWD is granted access to any and all workpapers that support or address any and all findings that are in regards to DWD funds.

The following sections F to L pertain to all governmental and non-profit organizations:

- F) All grantees that expend \$750,000 or more in federal financial assistance or state financial assistance within their fiscal year must have annual single audits or program-specific audits performed in accordance with Subpart F – Audit Requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and state policy.
- G) All grantees that expend less than \$750,000 in federal or state financial assistance within their fiscal year, but expend \$100,000 or more in state and/or federal financial assistance within their fiscal year, must have either a

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financial statement audit performed in accordance with Government Auditing Standards (Yellow Book) or a program-specific audit performed in accordance with Subpart F – Audit Requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and state policy.

- H) Program-specific audits in accordance with Subpart F – Audit Requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards can be elected when a grantee expends federal or state awards under only one federal or state program and the federal or state program's statutes, regulations, or terms and conditions of the grant award do not require a financial statement audit of the recipient.
- I) All grantees that expend less than \$100,000 in federal or state financial assistance within their fiscal year, but expend \$50,000 or more in federal or state financial assistance within their fiscal year must have a special report applying agreed upon procedures including, but not limited to, reviewing and testing the cost and expenses incurred for which reimbursement was requested to determine their propriety under the contract and review of the training records which substantiate training was completed in accordance with the contracts. The procedures to be followed will be provided by the department's Office of Internal Audit.
- J) Although Subpart F – Audit Requirements allows specific provisions for biennial audits; state policy continues to require all audits to be performed on an annual basis.
- K) In addition to federal-required reports and opinions, grantee single audits must contain similar reports and opinions for state funds.
- L) Grantee single audit reports must include a supplementary schedule of the entity's state grant and state financial assistance programs. This schedule must show for each program:
 - State Grantor Organization;
 - Program Title/Name;
 - State Grant Award Number or Account Number;
 - Grant Award Period;
 - Fiscal Year Grant Expenditures;
 - Total Grant Expenditures to Date.

The following section M pertains to for-profit organizations:

- M) All grantees that expend \$50,000 or more in federal or state financial assistance within their fiscal year must have either:
 - A grant specific audit in accordance with Government Auditing standards (Yellow Book), or;
 - A financial audit report conducted under generally accepted auditing standards which includes a separate report on compliance with contractual provisions, or;
 - A special report applying agreed upon procedures including, but not limited to, reviewing and testing the cost and expenses incurred for which reimbursement was requested to determine their propriety under the contract and review of the training records which substantiate training was completed in accordance with the contracts. The procedures to be followed will be provided by the Department's Office of Internal Audit.

12) COMPLAINTS, GRIEVANCES AND APPEALS

All grantees must promulgate a written policy regarding complaints, grievances and appeals. The process must be written in a manner that is clear and understandable. The information must be provided to all customers, communicated in a manner in which they may understand, be consistent with, at a minimum all federal and state requirements, offer the opportunity for appeal and establish reasonable timeframes for response. All grantees must also establish for all complaints regarding potential, claimed or actual violations of the Equal Employment Opportunity

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regulations. These too must minimally satisfy federal and state requirements. As appropriate, documentation regarding these efforts must also designate the appropriate person designated to consider these matters.

13) RECORDS

The grantee agrees to collect, maintain and, upon request, report equal opportunity information, including sex, age, disability, ethnicity, and race, for all individuals who apply for benefits or services financially assisted by the program. Such records must include, but are not limited to, records on applicants, registrants, eligible applicants and registrants, participants, ex-participants, employees and applicants for employment. The grantee agrees to record the race, ethnicity, sex, age and where known, disability status of every applicant, registrant, eligible applicant and registrant, participant, ex-participant, applicant for employment and employee. The grantee further agrees to comply with the requirements of 2 C.F.R 200.79 and 2 C.F.R 200.82 which governs the use of personally identifiable information (PII). Such information must be stored in a manner that ensures confidentiality and must be used only for the purposes of recordkeeping and reporting; determining eligibility, where appropriate; determining the extent to which the grantee is operating the program or activity in a nondiscriminatory manner; or other use authorized by law. Where designation of individuals by race or ethnicity is required, the guidelines of the Office of Management and Budget must be used.

Retention – The grantee agrees to maintain all records pertinent to all grants, contracts and agreements, including financial, statistical, property and participant records and supporting documentation for a period of seven years from the date of the final expenditure or final program report, whichever is the latest. The aforementioned records will be retained beyond the seven years if any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records will be retained until the litigation, audit or claim has been finally resolved. The grantee agrees to ensure that subgrantees retain records in accordance with these requirements. In the event of the termination of the relationship between grantee and subgrantees, the grantee shall be responsible for the maintenance and retention of the records of any subgrantees unable to retain them.

Access – DWD may investigate any matter it deems necessary to determine compliance with state policy and/or procedures. The investigations authorized by this provision may include examining records (including making certified copies thereof), questioning employees and entering any premises or onto any site in which any part of a program of the grantee is conducted or in which any of the records of the grantee are kept.

Additionally, all parties must comply with laws, regulations and policies regarding New Jersey Public Records Law.

The grantee understands that all records must be current and reflective of actual and timely information. Purposeful provision of inaccurate, untimely or manipulated data may be cause for further action.

14) PROCUREMENT STANDARDS

Procurement of supplies, equipment and other services with funds provided by this agreement shall be accomplished in a manner generally consistent with federal and state requirements.

Adherence to the standards contained in the applicable federal and state laws and regulations does not relieve the grantee of the contractual responsibilities arising under its procurements. The grantee is the responsible authority, without recourse to DWD, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurement entered in support of a grant.

15) PROPERTY

The grantee is responsible and accountable for all equipment and property purchased with funds under this agreement, including purchases made by any subgrantee receiving payments on behalf of the grantee. A current inventory of such property and equipment, with a value of \$250 or more, shall be maintained by the grantee. Procedures for property records are outlined in the state of New Jersey Treasury Circular 11-19, <http://www.state.nj.us/infobank/circular/cir1119b.pdf>, and the grantee shall follow those procedures. The grantee

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agrees to provide the same security and safekeeping measures for property paid for under this agreement as the grantee provides for the same or similar property owned by the grantee. The grantee agrees to impose similar conditions upon any subgrantee engaged to provide services under this agreement.

All documents, patents, copyrights, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, reports, plans and other materials prepared by the grantee in connection with the project are the property of DWD. Such material will be delivered to DWD upon request.

If the project is funded under WDP, all documents, patents, copyrights, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, reports, plans and other materials prepared by the grantee in connection with the grant are the property of said grantee. However, DWD retains the authority to review such material for the limited purpose of determining the extent and quality of performance under the grant. Such materials shall be reviewed by DWD upon notice given to the grantee and shall promptly be made available to DWD for inspection. DWD agrees to take all reasonable steps necessary to safeguard the grantee's proprietary interest in these materials.

In addition, if the aforementioned items are developed pursuant to a grant or contract funded in whole or in part by federal funds, the federal agency which provided the funds reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant, and ii) and rights of copyright to which the grantee, subgrantee or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. If applicable, the following needs to be on all products developed in whole or in part with grant funds in accordance with the WIOA Annual Financial Agreement:

This workforce product was funded by a grant awarded by the U.S. Department of Workforce Development's Employment and Training Administration. This product was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Workforce Development. The Department of Workforce Development makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it. Internal use by an organization and/or personal use by an individual for non-commercial purposes are permissible. All other uses require the prior authorization of the copyright owner.

16) TRAVEL AND CONFERENCES

Conferences or seminars conducted by the grantee shall be held at the grantee's facilities or at public facilities whenever possible. The rate of reimbursement for mileage allowed for employees of the grantee or subgrantee(s) traveling by personal automobile on official business shall be the rate set by the grantee's policies that are in effect at the time of travel and may not exceed the Internal Revenue Service's standard mileage rate in effect at the time of the travel. If the grantee has an executed collective bargaining agreement, the mileage rate shall not exceed the current Internal Revenue Service's standard mileage rate. The current standard mileage rate can be found at the following website: <http://www.irs.gov/Tax-Professionals/Standard-Mileage-Rates>.

Reimbursements for meals, lodging and travel shall be in accordance with the grantee or subgrantee(s) written travel reimbursement policies not to exceed Federal per diem rates in effect at the time of the travel. The current per diem rates can be found at the following website: <http://www.gsa.gov/portal/category/100120>.

17) SUBCONTRACTING

The grantee will perform all terms and conditions of this agreement unless a provision allowing the subcontracting of work is contained in the agreement. All terms and conditions applicable to the grantee would apply to any subcontractors or third parties hired by the grantee. It is the responsibility of the grantee to have appropriate

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agreements in place, in a timely manner, for all subcontracts/agreements. All such agreements should be consistent with the requirements of this document.

18) MODIFICATIONS

Modification to the agreement will be made in accordance with procedures prescribed by DWD effective at the time of submission of the modification.

- A) The grantee agrees to submit a written modification for approval prior to changing any budget line item contained in this agreement.
- B) DWD and grantee agree to make any changes to this agreement only through a written modification.
- C) All modifications to this agreement will be appended to and become part of this agreement.

19) DISPUTES

The grantee agrees to attempt to resolve disputes arising from this agreement by administrative process and negotiations in lieu of litigation. The grantee assures performance of this agreement while any dispute is pending.

Any dispute which is not settled by informal means shall be decided by DWD, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the grantee. The grantee shall be afforded an opportunity to be heard and to offer evidence in support of its position. Pending final decision of a dispute hereunder, the grantee shall proceed diligently with the performance under the agreement.

The dispute resolution mechanism described in this section is not exclusive. DWD and grantee preserve all rights in law and equity to pursue any claims that may arise.

This agreement shall be governed by and construed and enforced in accordance with the laws of the state of New Jersey.

20) SEVERABILITY

If any one or more provisions of the agreement are finally adjudicated to be unlawful or unenforceable by a court of competent jurisdiction, then this agreement shall be construed as if such unlawful provisions had not been contained herein.

21) TERMINATION

- A) Termination for Convenience – DWD or grantee may request a termination for any reason. DWD or grantee shall give 90 days' advance notice, in writing, to the other parties to this agreement of the effective date of such termination. The grantee shall be entitled to receive just and equitable compensation for any services satisfactorily performed hereunder through the date of termination.
- B) Termination for Cause – DWD may terminate this agreement when it has determined that the grantee has failed to provide the services specified, or has failed to comply with any of the provisions contained in this agreement or approved application, or otherwise breached the terms of this agreement. If the grantee fails to perform in whole or in part under this agreement, or fails to make sufficient progress so as to endanger performance, or otherwise breaches the terms of this agreement, DWD will notify the other parties to this agreement of such unsatisfactory performance or breach in writing. The grantee has 10 working days in which to respond with a plan agreeable to DWD for correction of the deficiencies. If the grantee does not respond within the appointed time with corrective plans satisfactory to DWD, DWD will serve a termination notice on the grantee which will become effective within 10 days after receipt. In the event of such termination, DWD shall only be liable for payment for services rendered

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prior to the effective date of the termination, provided such services are performed in accordance with the provisions of this agreement.

C) Termination or Reduction of Funds

- 1) The grantee agrees that major changes to this agreement, both in terms of program content and funding levels, may be required prior to its implementation or during the term of its operations due to new or revised legislation or regulations. The grantee agrees that any such changes deemed necessary by the commissioner of DWD shall be immediately incorporated into this agreement.
- 2) Unearned payments under this agreement may be suspended or terminated upon refusal to accept or satisfy any additional conditions that may be imposed by DWD at any time.

22) CONTRACT CLOSEOUT

A) The following definitions shall apply for the purpose of this section:

- 1) Contract Closeout – The closeout of an agreement is the process by which DWD determines that all applicable administrative actions and all required work of the agreement have been completed by the grantee.
- 2) Date of Completion – The date by which all activities under the agreement are completed, or the expiration date in the grant award document, or any supplement or amendment thereto.

B) The grantee shall submit a closeout package per the terms of the agreement, unless otherwise extended by DWD, after completion of the agreement period or termination of the agreement. Closeout forms will be supplied by DWD.

C) The grantee will, together with the submission of the closeout package, refund to DWD any unexpended funds or unobligated (unencumbered) cash advances except such sums as have been otherwise authorized, in writing, by DWD to be retained.

D) Within the limits of the agreement amount, DWD may make a settlement for any upward or downward adjustments of costs after the final reports are received.

E) The grantee is responsible for those costs found to be disallowed, including those of any subgrantee paid from funds under this agreement, and DWD retains the right to recover any appropriated amount after fully considering the recommendations on disallowed costs resulting from the final audit, even if a final audit has not been performed prior to the closeout of the agreement.

F) The grantee shall account for any property received from DWD or acquired with funds under this grant, including any property received or acquired by a subgrantee under this grant.

G) The grantee shall forward closeout package to the grantor within 60 days of the closeout.

23) PERFORMANCE

The grantee assures performance will be in accordance with, and within the period of, this agreement and will immediately report any conditions that may adversely affect performance to DWD as soon as they become known. Grantee agrees to meet negotiated program performance levels as a condition of future funding and to any program requirements stated in the Notices of Obligation that granted operational authority for the funds contained in this contract. Any fraud or suspected fraud involving granted funds must be reported to the grantor with 48 hours of its discovery. The grantee shall establish and document a process to ensure that the results of programs and services provided with funds provided by this agreement and overseen and reviewed to ensure that these resources are maximized for effectiveness and results in addition to any specific program requirements as established by law,

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regulation or policy. The grantee shall ensure that such process includes a determination of effectiveness and that such findings, minimally on an annual basis, are committed to writing and shared with DWD. The grantee acknowledges that DWD has the right and responsibility to take action and potentially sanction any area that fails to attain satisfactory performance consistent with the rules overseeing any of the funds under this agreement.

24) CONFLICTS OF INTEREST

The grantee shall avoid organizational conflicts of interest or the appearance of conflicts of interest in the conduct of procurement activities. Any gratuities in the form of entertainment, gifts or otherwise offered by the grantee, its agent or representative to any office or employee of DWD with a view toward securing this contract or securing favorable treatment with respect to the awarding, amending or the making of any determination will render the contract voidable at the option of DWD, and may justify further action under applicable state laws. The grantee agrees that it shall ensure that all steps are taken to avoid actual or potential conflicts of interest in their efforts under this agreement. The grantee must guarantee and monitor its system to ensure that all staff, officers, board or staff members touched by resources under this agreement are not in conflict. The grantee shall develop/maintain a written code of conduct which provides specific requirements and processes to ensure that that anyone, including staff and board members, shall not be in conflict and indicate the steps the grantee will take to avoid the potential of conflict.

25) OPEN GOVERNMENT PRACTICES

The grantee shall ensure that any activity funded in whole or part of this agreement meets the highest of ethical standards and shall not violate applicable federal, state or local rules regarding any of the following subjects:

- Patronage
- Political Activities
- Hatch Act
- Sectarian Activities
- Maintenance of Effort/Supplanting
- Open Public Meeting

Written policies regarding the grantee shall be documented, maintained and available for review. The grantee should also require that subgrantees establish, document and maintain such policies as appropriate.

26) BONDING AND INSURANCE

The grantee shall ensure that every officer, director or employee who is authorized to act on behalf of the grantee for the purpose of receiving funds into program accounts or issuing financial documents, checks or other instruments of payment is bonded to provide protection against loss.

27) AVAILABILITY OF FUNDS

The grantee shall recognize and agree that both the initial provision of funding and the continuation of such funding under the agreement is expressly dependent upon the availability to DWD of funds appropriated by the state Legislature from state and/or federal revenue or such other funding sources as may be applicable. A failure of DWD to make any payment under this agreement or to observe and perform any condition on its part to be performed under the agreement as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of the agreement by DWD or an event of default under the agreement and DWD shall not be held liable for any breach of the agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from DWD beyond the duration of the award period set forth in the agreement and in no event shall the

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agreement be construed as a commitment by DWD to expend funds beyond the termination date set in the agreement.

28) LIABILITY

This agreement is subject to all of the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. and the availability of appropriations.

The state of New Jersey does not carry any public liability insurance, but the liability of the state of tort claims against its employees is covered under the terms and provisions of the New Jersey Tort Claims Act. The act also creates a special self-insurance fund and provides for payment of claims against the state of New Jersey or against its employees for tort claims arising out of the performance of their duties for which the state is obligated to indemnify.

The grantee shall be solely responsible for and shall keep, save and hold the state of New Jersey harmless from all claims, loss, liability, expense or damage resulting from all mental or physical injuries or disabilities, including death to its employees or recipients of the grantee's services or to any other persons or from any damage to any property sustained in connection with the delivery of the grantee's services that results from any acts or omissions, including negligence or malpractice of any of its officers, directors, employees, agents, servants or independent contractors or from the grantee's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault or default of the grantee. The grantee's responsibility shall also include all legal fees and costs that may arise from these actions. The grantee's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

**EVALUATION REPORT
AND AWARD
RECOMMENDATIONS**

CAPE MAY COUNTY
WIOA OUT OF SCHOOL YOUTH PROGRAMS
RFP 22-43 (8/1/22 to 6/30/2023)
COMPLETED: JULY 27, 2022

WIOA Out of School Youth Program	AVERAGE RATING:	REQUESTED FUNDING:	APPROVED FUNDING	NUMBER OF YOUTH SERVED	STATUS	COMMENTS
JERSEY CAPE DIAGNOSTICS, TRAINING AND OPPORTUNITY CENTER, INC.	85.00	\$419,060.00	\$420,000.00	60	FUNDED	With CMC having a high dropout rate, provider should have elaborated more on the contentions with the school districts to assist with a smooth transition. Fourteen elements were not submitted in proposal sequence. Felt with the additional funds requested, provider could have increased enrollment levels. Overall, the provider has reasonable goals and objectives but could have been presented differently. Overall combined rating was 85.0. CMC has one service provider that has been struggling due to high turnover in staff. Three (3) renewal option based on performance level review each year.

NOTES:

1. A rating of 70 or more is required for a proposal to be deemed eligible for funding
2. Represents the maximum requested contract level request from proposal financial worksheet

PROPOSAL REVIEW COMMITTEE:

Terri Bryan, Staff	Results	80
Elizabeth Reed, Workforce Development Board Member		90
Candace Titanski, DVR		85
Jocelyn McNear, Staff		88
Eric Richards, Purchasing		81
Nikki Nichols, Therapist/Personal Counselor		<u>0</u> 424/5

OSY Jersey Cape Provider

Program Stats PY 21-22, PY 20-21 & PY 19-20
 13 out of 61 = 21%
 14 out of 61 = 23% enrollment (Covid Exception)
 Transition Year 16 CO & 9 new - 25/16 = 41% Enrollment

**PUBLIC NOTICE OF
AWARD**

PROOF OF PUBLICATION:

NOTICE OF CONTRACTS AWARDED

COMMISSIONERS MEETING:

July 26, 2022

DATE OF PUBLICATION:

8/3/22

THE HERALD

NOTICE OF CONTRACTS AWARDED

This notice is being published in accordance with the requirements of N.J.S.A. 40A:11-6(g) (Competitive Contracting or Fair and Open Process) and N.J.S.A. 40A:11-6(1)(a)(i) Professional Services. At a regular meeting of the Cape May County Board of County Commissioners held on July 26, 2022, the County entered into contract agreements as follows:

1. Resolution awarding Contract No. C2-127 to Garden State General Construction, Inc. for the demolition and the creating of 1115 & 1117 Route 47 South of the amount not to exceed \$41600.00.
2. Resolution awarding Contract No. C2-128 to Jersey Cape Diagnostic Training & Opportunity Center, Inc. to provide for Out-of-School Youth Programs for the Cape May County Division of Workforce Development.
3. Resolution awarding Contract No. C2-132 to Jacob & James, LLC to furnish and deliver epoxy floor installation services on an as needed basis.

The contracts agreements and resolutions authorizing the above are on file and available for public inspection in the office of the Clerk of the Board of County Commissioners.

Debra M. Davis
Deputy Clerk of the Board
18 Fee: \$16.64
8/3/22