

ATLANTIC COUNTY

W D B

WORKFORCE DEVELOPMENT BOARD

ONE STOP OPERATOR/ CAREER SERVICES REQUEST FOR PROPOSAL

ALL RESPONDENTS MUST REGISTER (FREE) AND RESPOND ON BID EXPRESS ONLY.

NO PAPER SUBMISSION WILL BE ACCEPTED.

Specifications, drawing and other contract documents may be obtained online at the following web address <https://www.bidexpress.com/businesses/60973/home>

NOTICE TO BIDDERS

Public notice is hereby given that Bid Proposals for the below projects will be received from via the Internet until 11:00 AM **January 18, 2023**, at which time the bid proposals submitted will be downloaded, and publicly opened and read, in the 1st Floor COB Building, 1333 Atlantic Avenue; Atlantic City, NJ.

202311.2 REQUEST FOR A COMPETITIVE CONTRACT PROPOSAL FORA ONE STOP OPERATOR - REISSUE

THERE WILL BE A NON-MANDATORY VIRTUAL PRE-PROPOSAL MEETING HELD ON THURSDAY NOVEMBER 30, 2023 beginning at 2:00PM

Microsoft Teams Meeting Information

Meeting ID: 272 640 149 114

Passcode: cJSRPg

Or call in (audio only)

+1 609-250-0411,,522667772#

+1 929-352-1865,,522667772#

United States, Atlantic City

United States, New York City

Specifications, drawings and other Contract Documents may be obtained online at the following web address <https://www.bidexpress.com/businesses/60973/home>

You will need to create a FREE Bidexpress account in order to download the documentation

Bids shall be received online only through the BIDEXPRESS portal. No paper submission will be accepted

Any questions concerning this specification must be submitted in writing through the Bid Express electronic bidding portal question section of the specific bid

Questions must be submitted no later than December 22, 2023 12:00pm

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

Every bidder must abide by the New Jersey Prevailing Wage Act,. NJSA 34: 11-56.27 et seq.

By order of the County Executive of the County of Atlantic.

Palma Conover, Director

Division of Budget & Purchasing

County of Atlantic, New Jersey

PART I – INTRODUCTION

Bid proposals will be received from Bidders classified under N.J.S.A. 27:7-35.2 via the Internet until the time and date specified in the legal notice, at which time the bid proposals submitted will be downloaded, and publicly opened and read, in the 6th Floor COB Building, 1333 Atlantic Avenue; Atlantic City, NJ;

Late submissions will not be entertained.

PART II - GENERAL CONDITIONS

A. Instructions

All questions must be answered. All forms and required certifications, which are located at the end of the RFP, (Affirmative Action, Non-Collusion Affidavit, Receipt of Addenda, Insurance Certificate and Investment Activities in Iran Certificate) must be completed and submitted with your proposal.

Each proposal shall include a Letter of Transmittal which bears the original signature of an authorized representative of the vendor, and which also includes the name of individuals authorized to negotiate with the County of Atlantic

Each proposal shall include a full explanation of the services that will be provided

Proposals shall be in sufficient detail to determine and evaluate the services provided

Proposal process are to remain firm for a period of not less than sixty (60) days to allow the County to determine the best proposal that will most economically serve the intentions of this proposal.

The Bidder must upload their bid prior to the date and hour named so that it is included in the letting download

This is the only vehicle to bid this project; paper bids will not be accepted.

Bids shall be received online only. No paper submission will be accepted

B Proposer Qualifications

The proposal must include: the company history a list of vendor credentials, and experience statement to include but not limited to any experience with similar projects.

The Proposer shall furnish to the County of Atlantic any and all such information, documentation and data for this purpose, as the County of Atlantic may request.

The County of Atlantic reserves the right to reject any proposal should the information submitted by or investigation of such vendor fails to satisfy the County of Atlantic.

Proposals must specify any deviations from the requirements.

The County reserves the right to reject any or all items covered in the proposal request, or any portion(s) thereof, waive informalities, re-advertise and/or take such other actions decreed necessary and in the best interest of the County of Atlantic.

Failure or inability to meet any of the requirements set forth in this RFP will be sufficient reason to disqualify prepares.

The County of Atlantic reserves the right not to consider any proposal that is incomplete or that does not meet the specification requirements

C. Statutory Requirements

BUSINESS REGISTRATION

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

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

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

During the course of contract performance:

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

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

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

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

OTHER REQUIREMENTS

All proposals must comply with the provisions mandated by applicable Federal Law and New Jersey Statutes.

Vendors that may work in the Atlantic County Harborfields Facility will be required to sign acknowledgement forms stating each worker has read the summary and is aware of and will comply with the NJ Prison Rape Elimination Act

Any provision in the RFP which may be in conflict with any New Jersey statute are amended to conform to the minimum requirement of such statute.

The County is exempt from all taxes including Federal Excise Tax, Transportation Taxes, State Excise and Sales Tax, and local taxes.

Proposal prices are to remain firm for a period of not less than sixty (60) days to allow the County to determine the lowest that shall most economically serve the intentions of this proposal.

No Proposer shall be allowed to offer more than one price on each item even though he/she may feel that he/she has two or more type or styles that will meet specifications. Bidders must determine for themselves which to offer. If said bidder should submit more than one price on any item, all prices for the item shall be rejected.

It is understood and agreed that all prices quoted are firm and not subject to any increase during the life of the contract. Should there be any reduction in successful bidder(s) prices as submitted, vendor agrees that all deliveries made on and after such date of price reduction will be invoiced on the basis of reduced prices.

The County reserves the right to reject any or all proposals covered in the RFP request, or any portion(s) thereof, waive informalities, re-advertise and/or take such other actions decreed necessary and in the best interest of the County of Atlantic.

When award of contract is made in one fiscal year with an effective date in the next fiscal year, award shall be contingent upon the availability of appropriation of sufficient funds for that purpose for the year in which said contract takes effect. When a contract shall be awarded for a period in excess of one year, said contract shall be contingent upon the annual availability and appropriation of sufficient funds for that purpose for each year of the contract.

Successful bidder(s) specifically and explicitly agrees to indemnify and save and keep harmless and defend the County of Atlantic against any and all losses, cost damage, claim expense or liability whatsoever, because of accident or injury to person or property of others occurring in connection with the operations under the contract including but not limited to employees, agents, servants, contractors and subcontractors of the successful bidder, even if the losses, cost damage, claim expense, or liability stem from negligence of the County of Atlantic.

The proposals is irrevocable by the subscriber, or his, their or its personal or legal representatives. Said proposer and award thereunder is made to the subscriber by the County of Atlantic and shall bind the subscriber, his, their or its heirs, executors, administrators, successors or assigns.

Assignment to any third party of any Moines due or to grow due the contract on any contract based on this proposal is prohibited and will not be recognized by the County.

The contractor shall not transfer or sublet any portion of the work covered by these specifications without written consent of the County of Atlantic.

The parties to any County contract resulting from this proposal do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4, dealing with discrimination in employment on public contracts, and the Rules and Regulations promulgated pursuant thereunto, are hereby made a part of such contract and are binding upon them.

A written request for the withdrawal of the proposal, or any party thereof, will be granted if the request is received by the County Purchasing Agent prior to the specified time of the proposal opening.

Safety: The Contractor hereby covenants and agrees to take, use provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of happenings, accidents, injuries, damages or hurt to any person or property during the progress of the work herein covered, and be responsible for any indemnity and save harmless the County of Atlantic, its officers, agent, servants and employees from payment of all sums of money by reason of all or any such happenings, accidents, injuries, damages, hurt to person or property that may happen or occur upon or about such work, and all fines, penalties and loss incurred for or by reason of violations or any Federal, State, City or Borough ordinance or regulations while said work is in progress.

Successful proposer will 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 any materials, supplies or services as part of this contract.

Oral Instructions Neither the County of Atlantic or their authorized representatives will be responsible in any way for oral answers unconfirmed in writing to any inquires regarding the intent or meaning of these specifications

To Request a reasonable accommodation of a disability, contact the ADA coordinator at: 343-2389 (phone); 348-5551 (TTD); 345-4295 (FAX) at least five (5) business days prior to the event.

MULTIPLE PROPOSALS NOT ALLOWED: No proposer shall be allowed to submit more than one proposal from an individual, firm, partnership, corporation or association under the same or different name, this will be cause for automatic rejection of your proposal.

The County of Atlantic shall award all contracts to the most advantageous proposal, price and other factors considered, in accordance with the evaluation methodology established in this proposal. Failure or inability to meet any of the requirements set forth in this proposal will be sufficient reason to disqualify proposer as non-responsive.

D. Terms.

PROJECT SPECIFIC

E. Cancellation

Proposals are subject to:

1. Right of the County of Atlantic to cancel the contract upon ninety (90) days written notice to the firm.
2. The County of Atlantic reserves the right to reject any and all proposals and any part thereof and to waive any informalities, formalities, irregularities and errors in the proposals.

F. Questions

Please submit all questions in writing on the bid express portal

Responses will be forwarded to all firms who have picked up RFP packages.

No firm intending to submit a proposal, nor any employee of any firm intending to submit a proposal shall contact any County employee for any reason either directly or indirectly related to this Request for Proposal. Any firm found violating this policy will be automatically disqualified from submitting a proposal.

G. Contract.

The firm will be required to sign the standard County Contract, a copy of which is included. If the firm desires to make any modifications to the County's contract language or has another contract form that he/she desires the County to sign, in lieu of or in addition to the County Contract form, a sample copy of the firm's proposed language modifications or contract form must be submitted with the proposal, or it shall be assumed that the contract documents will consist exclusively of the County's form contract. Modifications or additions to the County's form contract will not be entertained after contract award. The County will not agree to sign a contract which includes a provision for dispute resolution by arbitration.

H. Insurance

Firm must supply with their proposals proof of insurance as detailed in Insurance Requirements. An insurance certificate must be submitted prior to contract execution.

- I. The Atlantic County Recycling Program and Solid Waste Management Plan. The Contractor shall be required to comply with the requirements of the Atlantic County Solid Waste Management Plan and Recycling Plan, adopted in accordance with N.J.S.A. 13:1E- 1, et seq., and Atlantic County Ordinances #10 of 2009 and #9 of

2014. The said plans and ordinances specify requirements concerning disposal of solid wastes, along with materials that are identified as either mandatory recyclables or recommended to be recycled.

J. Affirmative Action Shall

The Contractor shall be required to comply with the requirements of N.J.S.A. 10:531at seq. and N.J.A.C. 17:27.

Each successful contractor is required to submit one of the following documents

PRIOR TO EXECUTION OF A CONTRACT:

1. A copy of the contractor's Letter of Federal Approval indicating the contractor has an existing Federally approved affirmative action program , or

2. A copy of the contractor's Certificate of Employee Information Report, or

3. Contractor's initial Affirmative Action Employee Information Report (Form AA 302)

K. Ethical Standards; Truth In Contracting Laws:

A Bidders should be aware of the following statutes that represent "Truth in Contracting" laws:

1. N.J.S.A. 2C:21-34 et seq., governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.

2. N.J.S.A. 2C:27-10 provides that a public servant commits a crime if said public servant solicits or receives a benefit directly or indirectly, for an official act performed or to be performed by a public servant, which is a violation of official duty.

3. N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.

4. Bidder should consult the statutes or legal counsel for further information.

B. In addition to and without limitation upon any other law, rule or standards related to ethics in public bidding and contracting, take note that County employees are prohibited by policy from accepting gifts from vendors. Consequently, all bidders should be aware and should make all employees and representatives aware that they may not offer any item or material, irrespective of the perceived value of the item or material, to any County employee. Items and materials that have been or are intended to be discarded by the bidder shall not be offered or given to a County employee. Bidders must immediately report to

the County Purchasing Agent any County employee who approaches the bidder, the bidder's employees or representatives and solicits, requests or suggests in any way that the bidder provide something as a gift to a County employee.

L. Attachments.

The firm must include all of the following with their proposal:

1. Proposal Pricing Form
2. A Copy of the NJ Business Registration Certificate
3. Investment Activities in Iran Certificate
4. Affirmative Action requirement
5. Non-Collusion Affidavit must be notarized
6. Receipt of Addenda
7. Proof of Insurance

M. Reservations

The County of Atlantic reserves the right to reject any and all proposals, and any part thereof, and to waive any formalities, informalities, irregularities and errors in proposals.

A written request for the withdrawal of a proposal, or any party thereof, will be granted if the request is received by the County Purchasing Agent prior to the specified time of the proposal opening.

N. Interview

The County reserves the right to interview firms, request clarification of proposals, request additional information, request modification or proposals and negotiate contract terms with the successful contractor.

Firms may be asked to explain and/or clarify their proposal to a selection committee.

P. **Investment Activities in Iran**

Pursuant to N.J.S.A. 52, 32-55, et seq., any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete a certification with their bid, in the form provided, to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division of Purchase and Property's website at

www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf

TECHNICAL SPECIFICATIONS

I. INTRODUCTION AND REQUEST FOR PROPOSAL PURPOSE

The County of Atlantic Workforce Development Board (ACWDB) is issuing this Request for Proposal (RFP) to solicit qualified organizations with the expertise and capacity to be the One Stop Operator & also provide Career Services to WIOA Adult, Dislocated Worker and Youth Services, under the oversight of ACWDB. The successful bidder will be both the One-Stop Operator and Career Services provider and will be responsible for the day-to-day operations of Workforce Innovation and Opportunity Act (WIOA) funded programs and Career Services, as well as ensuring efficient operation of One-Stop partners (Employment Services, Disability Vocational Rehabilitation Services, Unemployment Services and other partners connected to the One-Stop Career Center as outlined in our Memorandum of Understanding (MOU).

- a. Workforce Innovation and Opportunity Act (WIOA)
- b. Other State, Federal or Special Grants

Note: The services provided to job-seeker customers also serve to ensure that the needs of our business customers are met by aiding them with meeting their workforce and talent needs.

It is the Respondent's responsibility to be familiar with all laws, statutes, rules, regulations, policies and procedures that are applicable to the above-referenced services. Further, proposals shall sufficiently articulate the Respondent's plan of action to deliver the solicited services and demonstrate a successful performance track record of delivering the solicited (or comparable) services.

The purposes of WIOA are the following:

- To increase, for individuals in the United States, particularly those with barriers to employment, access to and opportunities for the employment, education, training, and support services they need to succeed in the labor market.
- To support the alignment of the workforce investment, education, and economic development systems in support of a comprehensive, accessible, and high-quality workforce development system in the United States.
- To improve the quality and labor market relevance of workforce investment, education and economic development efforts to provide America's workers with the skills and credentials necessary to secure and advance in employment with family-sustaining wages and to provide America's employers with the skilled workers needed to succeed in a global economy.
- To promote improvement in the structure and delivery of services through the United States workforce development system to better address the employment and skill needs of workers, jobseekers, and employers.
- To increase the prosperity of workers and employers in the United States, the economic growth of communities, regions and States and the global competitiveness of the United States.

- For purpose of Subtitles A and B Title I, to provide workforce development activities, through statewide and local workforce development systems, that increase the employment, retention, and earnings of participants and increase attainment of recognized postsecondary credentials by participants and as a result, improve the quality of the workforce, reduce welfare dependency, increase economic self-sufficiency, meet the skill requirements of employers, and enhance the productivity and competitiveness of the Nation.

AUTHORITY

The Workforce Innovation and Opportunity Act (WIOA) is available at www.doleta.gov/wioa. The Final Rules and related resources are available at:

<https://www.govinfo.gov/content/pkg/FR-2016-08-19/pdf/2016-15975.pdf>

Federal and State grants flow from the New Jersey Department of Labor (DOL) to the County of Atlantic (grant recipient for the local area) in the form of Notices of Obligation (NOO). This RFP solicits a One-Stop Operator and provider of Career Services for the ACWDB.

OVERVIEW

The ACWDB is soliciting proposals for two distinct components of and related to the workforce system:

- One-Stop Operator & Career Services
- WIOA Adult, Dislocated Worker and Youth Program Services

One-Stop Operator & Career Services	WIOA Adult & Dislocated Worker Program Services
<ul style="list-style-type: none"> • Coordination of Partner Services and Activities • Functional Supervision of Staff • Management, Oversight, and Eligibility of Wagner-Peyser Programs • Outreach to Job Seekers • Career Center Orientation • Job Search Assistance • Workshops • Intake and Initial Assessment • Referral to Partner Programs 	<ul style="list-style-type: none"> • Comprehensive Assessment • WIOA Eligibility Determination • Career Exploration • Career Counseling • Employment Plan Development •• Work-Based Training •• Occupational Skills Training • Supportive Services Case Mgmt. • Job Search Assistance • Follow-up Services

Youth Services	
<ul style="list-style-type: none"> • Comprehensive Assessment • WIOA Eligibility Determination • Adult Mentoring • Career Exploration • Career Counseling • Financial Literacy • Leadership Development • Work-Based Training • Entrepreneurial Skills Training • Occupational Skills Training • Supportive Services Case Mgmt. • Job Search Assistance • Follow-up Services 	

A. Method of Solicitation

This Request for Proposal follows the Competitive Contracting Guidelines as stipulated in the Local Public Contracts Law and Accompanying Administrative Code:

https://www.nj.gov/dca/divisions/dlgs/programs/lpcl_docs/Full%204-14%20LPCLNJAC%20Reference%20Handbook.pdf

https://www.state.nj.us/dca/divisions/dlgs/programs/lpcl_docs/40a_11-1_etseq.doc

B. Eligible Respondents

Any non-profit, for-profit, educational or public entity/organization properly organized in accordance with applicable federal, state or local laws is eligible to submit a proposal.

Note: Elementary schools and secondary schools are not eligible as one-stop operators, except that a nontraditional public secondary school such as a night school, adult school, or an area career and technical education school may be selected (Subpart D- 678.600)

No entity may compete for funds if the entity has been debarred or suspended or otherwise determined to be ineligible to receive federal funds by an action of any governmental agency.

Respondents shall have direct experience with, and extensive knowledge of, the federal workforce development system and the services and programs associated therewith. Further, Respondents shall document an in-depth knowledge of the fiscal, administrative

and programmatic requirements of the multiple funding streams utilized in the operation of a One-Stop Career Center, including Career Services, which include unemployment and job search assistance, information on the job market, job readiness, career planning and counseling, program for non-English speakers, financial aid, supportive services and financial literacy.

C. Contract Term and Amount

It is the intent of ACWDB to award a single contract for the services identified herein.

The expected contract term under this solicitation will be for eighteen (18) months, beginning January 1, 2024 through June 30, 2025. Renewal for an additional two years, beginning July 1, 2025 and July 1, 2026, is contingent upon contracted, measurable outcomes being successfully achieved and sufficient funds being available for the contract term, with the first review in April 2024.

In the event that a successor agreement is not entered into with the organization awarded the operations as a result of this solicitation, then such awardee is required to provide staff and resources as necessary for a smooth and effective transition upon notification that another provider is being selected. Annual funding awarded under this RFP is not expected to exceed \$1,200,000. Note: This amount is provided for planning purposes only and does not commit the ACWDB to award a contract for this amount. The Respondent is responsible for proposing a reasonable total cost for delivering the services described in this RFP. Funding during the contract period may be adjusted due to changes in funding received.

D. CONTRACT RENEWAL

The ACWDB's Executive Committee and the Executive Director will conduct a conference review three (3) months after the inception of this contract to identify any areas that require corrective action. Quarterly, beginning in April of 2024, the volunteer members of the ACWDB and subcommittee will conduct a formal review based on the criteria outlined in the schedule below. Contract renewal will be contingent upon the entity's positive performance in successfully achieving and/or exceeding benchmarks.

Contract Renewal Criteria consists of: meeting or exceeding established WIOA performance measures (listed later in this RFP); demonstrating established relationships with mandated partners, timely submission of written reports; holding mandated quarterly meetings with partners; and successfully completing the One-Stop Certification process.

Further details on the process are contained in ETA Training and Employment Guidance Letter No. 16-16: <https://www.dol.gov/agencies/eta/advisories/training-and-employment-guidance-letter-no-16-16>

E. APPEALS

Pursuant to 29 CFR 97.36(b)(12) the Executive Director of the ACWDB must receive a written request by the close of business no later than seven (7) working days from the date the applicant is notified of the status of the proposal. The letter must include any information the applicant wishes to have considered, and an explanation why the information was omitted from its original submission. On behalf of the County of Atlantic, the ACWDB Executive Committee will review the letter and decide whether to hear the appeal based on

the position presented in the letter. The applicant will be notified, in writing, within ten (10) working days from the receipt of the appeal. The determination of the ACWDB Executive Committee shall be final. These procedures shall in no way provide an applicant with the ability to access the scoring records of the competitive contract, nor provide access to the individuals scoring the application.

Funding for this solicitation comes from the following sources:

- a. WIOA Adult
- b. WIOA Dislocated Worker
- c. WIOA Youth
- d. Other grants as acquired

This RFP is seeking management and operational services that coordinate the diverse services of the One-Stop system partners. Under this vision, the successful responder will provide:

- Recommendations for Improved Services
- Systematic Operational Oversight and Program Services Operation
- Analysis and Reporting of Operation's Performance
- Operational Management
- Recommendations and Program Projections to Improve ACWDB Policy

The expectation is that the One-Stop Operator and Career Services provider is continuously evaluating common performance measures and other state and local metrics that have been established. Additionally, the One-Stop Operator and Career Services provider will utilize objective tools to measure customer service and performance expectations. Using this information, the One-Stop Operator and Career Services provider will work toward continuous improvement efforts in the One-Stop Center.

It is important for Respondents to understand that a structure for delivery of services is in place, and that no break in services to current participants should be experienced as a result of a transition from one One-Stop Operator to the next, with existing employees retained throughout the transition. Should a new One-Stop Operator and Career Services provider be selected, the existing provider must commit uncompensated time and effort to the transition process in order for services to continue with no interruptions. This phase would take up to fifteen (15) days following the end date of the contract.

F. Contract Type

The ACWDB will award a cost-reimbursement, performance-based contract that will be based upon actual costs and performance delivery outcomes. The expected performance delivery outcomes for ACWDB will be linked to the federal common measures, job retention, quality assurance error rates, customer engagement and follow-up; and other criteria as determined by the ACWDB during the term of the contract.

For the purposes of responding to this RFP, Respondents should develop a line-item budget showing all expected costs associated with delivering the proposed services and a performance payment proposal showing the proposed amount of performance revenue (incentives).

PAYMENT

Awarded contracts from this bid will be 80% cost reimbursement and 20% performance based. Budget proposals must identify reimbursable costs, and the remaining 20% will be paid upon achievement of identified benchmarks.

OUTCOMES

Due to the nature of ACWDB funding sources, potential changes in legislation and policies, and performance achieved, Respondents are advised that any contract awarded under this RFP may be modified to incorporate such changes, adjustments in the delivery system, or any activities provided.

II. PROCUREMENT PROCESS AND TIMELINE

Critical Date	Time	Procurement Action
August 15, 2023	n/a	RFP issued by WDB (County of Atlantic)
September 1, 2023	4:00 p.m.	Deadline for questions/requests for clarification
September 8, 2023	n/a	Answers to questions posted at www.bidexpress.com and via e-mail to known respondents.
September 28, 2023	11:00 am	Deadline for Proposal submittal
October 22, 2023	n/a.	Contract Notification/Beginning of Vendor Transition
December 1, 2023	n/a.	Deadline for contract execution
January 1, 2024		Transition Complete

All times shown are Eastern Standard Time (EST). the ACWDB reserves the right to adjust the schedule when it is in the best interest of the ACWDB or to extend any published deadline in this RFP.

III. BACKGROUND INFORMATION

Scope of Current Activities

Current activities highlighted in the preceding *Overview* section, are as follows:

Serve as the Administrative entity to administer and deliver programs under the following workforce development grants:

a. Workforce Innovation and Opportunity Act (WIOA)

The federal Workforce Innovation and Opportunity Act (WIOA) is the source of funding. One-Stop Operator Counselors provide in-depth job search and career management assistance to eligible low-income adults (WIOA Adult); dislocated workers (WIOA Dislocated), and at-risk youth (WIOA In-School and WIOA Out-of-School Youth).

A prospective job seeker can receive an Individual Training Account grant (ITA) which is funding for training. The amount of the grant depends on the training needs of the client, which can be used at an approved provider, provided the training is for a demand occupation within the Atlantic County Region or when an employer has promised employment for a client with training. Upon completion of training, payment is given to the provider. ITAs are also awarded from State WDP monies if funds are available. An individual can also receive an On-the-Job Training (OJT) grant where an employer provides knowledge and skills essential to perform the job adequately. Payment is given to the employer.

WIOA funds also support programs through the One-Stop Career Center for at-risk youth through a competitive bid process released by the WDB. To be eligible, youth have to be between the ages of 14 and 24 and be economically disadvantaged, displaced or have other special needs as defined by WIOA. There are separate programs for In-School Youth, those students who are currently enrolled in high school; and Out-of-School Youth who have dropped-out. The goal for both is to prepare youth for postsecondary educational and employment opportunities, which includes attaining their High School Equivalency degree, if necessary.

A. Workforce Innovation and Opportunity Act (WIOA) of 2014

The workforce services to be provided shall be in accordance with the Workforce Innovation and Opportunity Act (WIOA), P.L. 113-128, enacted July 22, 2014. As the first legislative reform of the public workforce system in more than 15 years, WIOA supersedes the Workforce Investment Act of 1998 and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973. WIOA authorizes the Job Corps, Youth Build, and Migrant and Seasonal Farmworker programs, in addition to the core programs. WIOA is designed to strengthen and improve our nation's public workforce system and help put Americans back to work.

WIOA is one of the WDB's primary sources of funding for workforce development services. Respondents shall be familiar with the WIOA and the federal regulations applicable to the WIOA. Both WIOA and the regulations can be accessed on the Department of Labor's site (www.doleta.gov).

B. Governing Authority

The Respondent hereby agrees to comply with the Workforce Innovation and Opportunity Act (WIOA), New Jersey Workforce Innovation Act, Personal Responsibility and Work Opportunity Reconciliation Act, Wagner-Peyser Act, Trade Act, Supplemental Nutrition Assistance Program Employment and Training, and Welfare Transition Program, and all applicable Federal, State and local laws, regulations, policies, plans, and instructions as they pertain to the Contract which are in effect at the inception of the contract or as may be promulgated or amended during its life, and will require its subcontractors to do likewise. When determining applicability, all programs and activities funded, or otherwise financially

assisted, in whole or part, under WIOA or the Welfare Transition Program are considered to be programs and activities receiving federal financial assistance.

IV. OVERVIEW OF SERVICES SOLICITED UNDER THIS RFP

The One-Stop Operator and Career Services provider responsibilities in overseeing the serving delivery as follows:

The ACWDB is soliciting proposals for two distinct components of the workforce system as described below.

1. One-Stop Operator & Career Services

a. One-Stop Operator Services

- Establish and/or maintain linkages between all One-Stop partners designated by ACWDB to improve communication, referral, service delivery, and tracking of performance of the partners;
- Coordinate and hold meetings with all One-Stop partners designated by ACWDB;
- Assist ACWDB in the identification of appropriate clauses for all Memorandum of Understanding (MOU) with all One-Stop partners designate by ACWDB as it relates to sharing of information, reporting of performance, and tracking of customers;
- Establish a MOU database to easily track organizational involvement and expiration dates of the MOU;
- Manage ACWDB's partnership efforts with required partners
- Disclose any potential conflicts of interest arising from the relationship of the One-Stop Operator with particular training service providers or other service providers;
- Establish practices that encourage the One-Stop partners to provide services to individuals with barriers to employment, including individuals with disabilities, who may require longer-term services, such as intensive employment training, and education services;
- Comply with federal regulations and procurement policies relating to the calculation use of profits;
- Other duties as assigned.

b. Career Services

- Functionally supervise staff,
- Ensure that ACWDB's vision is implemented in the delivery of job seeker services;
- Outreach to area job seekers;
- Conduct intake and initial assessment of needs;

- Present workshops on topics such as One-Stop centers services, job search, resume writing, interviewing, basic job skills, financial literacy, and work readiness;
- Assist customers with tools and equipment, including adaptive equipment;
- Provide job search assistance;
- Offer information on the availability of and make referrals to other services, including Supplemental Nutrition Assistance Program Employment and Training (SNAP E&T), Temporary Assistance for Needy Families (TANF), WIOA Youth, and others;
- Participate in job fairs and other hiring events;
- Identify opportunities to maximize technology;
- Provide career, education, training, and labor market information;
- Lead and/or participate in Rapid Response Events;
- Prepare monthly reports to demonstrate activities and results to ACWDB.
- Other duties as assigned.

WIOA Adult & Dislocated Worker Program Services

- Ensure that ACWDB's strategic initiatives are implemented in the delivery of WIOA individual career services and training services for Adults and Dislocated Workers;
- Coordinate referral to WIOA youth services for individuals aged 16-24;
- Offer information on the availability of and make referrals to other services, including Supplemental Nutrition Assistance Program Employment and Training (SNAP E&T), Temporary Assistance for Needy Families (TANF), WIOA Youth, and others;
- Provide all required WIOA Adult & Dislocated Worker Services to customers including meeting any minimum enrollment benchmarks established by ACWDB for special populations as may be required (e.g., participants with disabilities, ex-offenders, Veterans, etc.);
- Conduct comprehensive assessment of customers' skills, basic skills, abilities, aptitudes, and interests;
- Determine programmatic suitability and eligibility;
- Assist customers with the development of an employment plan;
- Help customers research and explore careers, including education and training requirements and approved providers;
- Enroll persons in short-term pre-vocational services, occupational skills training, and/or work-based training;
- Identify supportive service needs;
- Offer one-on-one and group career counseling services;
- Provide case management and follow-up services;
- Refer customers to partner programs and ancillary services as needed;
- Manage work-based learning activities, including on-the-job training;
- Co-locate staff at designated facilities at discretion of ACWDB;
- Obtain proper certifications for staff that may utilize specialized assessment tools;
- Collect and report WIOA performance information; and
- Prepare monthly reports to demonstrate activities and results to ACWDB.
- Other duties as assigned. Youth Services
- Eligibility Assessment of customer candidates

- Completion and Monitoring of Individual Service Strategy (ISS)
- Tutoring, study skills, and dropout prevention
- Paid and unpaid work experiences
- Referral to contracted services
- Help customers research and explore careers, including education and training requirements and approved providers
- Provide occupational skills training
- Assist with leadership development
- Assist with the provision of supportive services, such as transportation, childcare, etc
- Adult mentoring for 12 months
- Follow-up services for 12 months
- Comprehensive guidance and counseling
- Education offered concurrently with, and in the area context as workforce preparation activities and training
- Financial literacy education
- Provision of labor market information
- Activities that help youth prepare for and transition to post-secondary education and training
- Entrepreneurial skills training

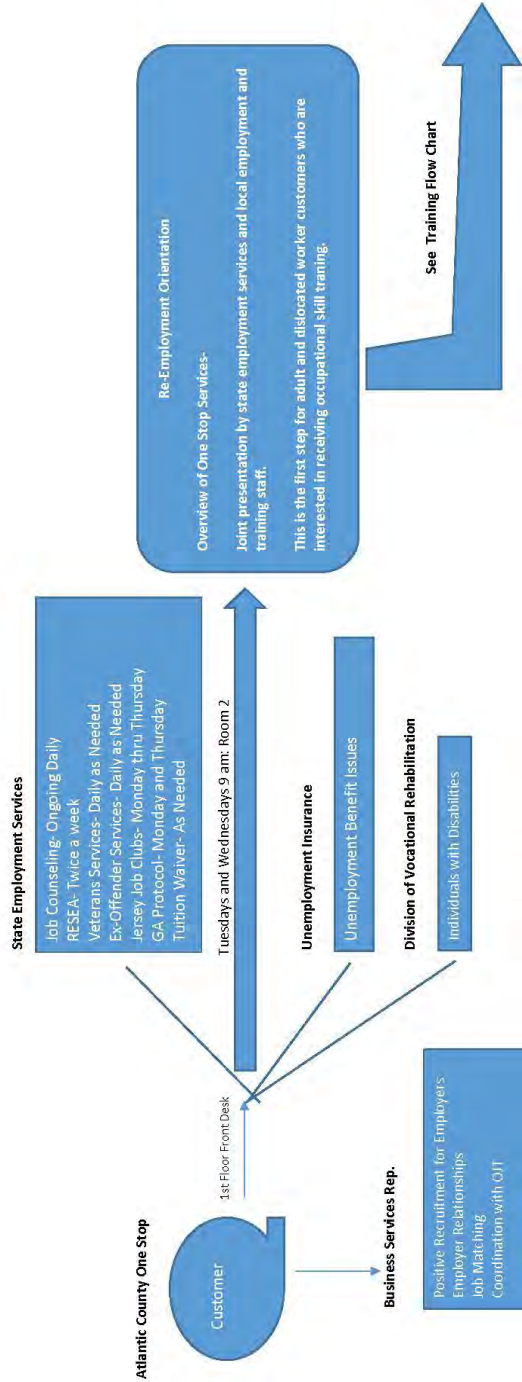
ORIGINAL SECTION

- Coordinate delivery among partner agencies of all required services, including all services provided by entities that have entered into One-Stop Memorandums of Understanding (in accordance with WIOA).
- Work with the Atlantic County Workforce Development Board and its Committees to provide input on policy development, understanding that the ACWDB provides oversight to One-Stop Operations and provides effective delivery of services.
- Ensure the appropriate delivery of workforce development services in accordance with all governing laws, statutes, regulations, guidance and policies.
- Coordinate all day-to-day One-Stop Career Center activities with local LWD staff, including counseling, training, and workshops.
- Continue to enhance the workforce development system by focusing on a fully coordinated and integrated service delivery model that is market driven and offers value-added services to job seekers and business.
- Have the capacity to make program recommendations that include policy recommendations, based on system analysis. Assess, collect, and evaluate information successfully in order to make recommendations while providing an analysis of WDB service delivery.
- Assure the delivery of services to individuals with limited English proficiency, disabilities, or other significant barriers.
- Promote adoption of creative and innovative methods and best practices in the delivery of the required services.
- Develop a synergy with One-Stop partners to effectively deliver coordinated services to customers.

- Help develop and maintain written policies, with the WDB, One-Stop Committees i.e., and operational guidelines that will outline the responsibilities and objectives of each of the One Stop Partners. Increase job seeker satisfaction metrics. Coordinate and schedule facilities usage such as, but not limited to classrooms, assessment, and conference rooms.
- The One-Stop Operator and Career Services provider will adhere to all Federal reporting processes as released or developed by state policy, specifically, requirements in keeping with policy being developed by the State Employment and Training Commission and the New Jersey Department of Labor and Workforce Development.
- The One-Stop Operator and career Services provider will provide the following deliverables at the intervals specified:
 - By the fifth business day of each month, provide a report covering the previous month's activities by partners in the ACWDB area, including customer-service activities, community outreach, staff-training activities that reflect how the system is serving the community and fulfilling the vision and mission
 - Meet monthly with the ACWDB Director to provide status updates and address emergent issues.
 - Conduct system partner meetings at least four times per program year, and report on the meetings to the ACWDB.
 - Attend meetings, as scheduled, of team leaders in the ACWDB system. Attend meetings as specified by federal, state, and local funding authorities as determined by the ACWDB.
- Assist the Executive Director and team with annual updates of Local Plan that include the following programs:
 - Adult Services
 - YouthWorks
 - Case Management
 - Employment and Training
- Abide by all Federal, State, and Board procurement policies, including publishing all RFPs and Contract Awards on the One-Stop website.
- Work with State and Federal auditors and monitors who may review One-Stop Operations by providing necessary documentation
- Monitor all fiscal activities related to WIOA funding and contracting.
- Refer to Atlantic One-Stop Career Center Customer Flow Chart (below) for additional clarification on coordination of services.

Maintain records of all program related expenditures by cost categorization in State AOSOS, and LOOPS databases.

Atlantic County One Stop Career Center Customer Flow from Initial Entry



First Floor Services include mandated orientation and planning for customers who are receiving unemployment benefits and fall under the **Re-Employment and Eligibility Assessment (RESEA)** requirements.

Job Counseling occurs for all adult and dislocated workers in the form of identifying interests, updating resume's, providing information on current labor market trends, creating individual reemployment plans.

Veteran's Services are provided for both disabled veterans and veterans who are returning to civilian life. Local Veteran's Employment Representatives work with local businesses to match vets with jobs.

Ex-Offender Services are provided to state parolees who are returning from state incarceration.

GA Protocol services are mandated for all customers who have submitted an application to receive General Assistance (state public assistance) benefits.

Jersey Job Clubs provide opportunities for customers to participate in classroom education related to: Resume development, Use of social media, Job search methods, networking, career exploration and interviewing.

Tuition Waiver services allow customers to obtain college credit at no cost under certain conditions.

A. Customer Service Levels

The following number of customers were provided services during the 20/21 program year:

<u>P21WIOA</u>	<u>Registration</u>	<u>Services</u>	<u>ITA</u>
Adults	145	89	70
Dislocated Workers	40	25	18
Youth	177	258	0
Total	362	372	88

The tables below show service levels for the period 2017 to 2020.

<u>P20WIOA</u>	<u>Registration</u>	<u>Services</u>	<u>ITA</u>
Adults	94	84	72
Dislocated Workers	51	43	41
Youth	140	163	10
Total	285	290	123

<u>P19WIOA</u>	<u>Registration</u>	<u>Services</u>	<u>ITA</u>
Adults	84	64	77
Dislocated Workers	95	78	63
Youth	200	261	17
Total	379	403	157

<u>P18WIOA</u>	<u>Registration</u>	<u>Services</u>	<u>ITA</u>
Adults	121	73	56
Dislocated Workers	98	57	57
Youth	170	205	6
Total	389	335	119

<u>P17WIOA</u>	<u>Registration</u>	<u>Services</u>	<u>ITA</u>
Adults	192	145	124
Dislocated Workers	157	125	113
Youth	90	131	27
Total	439	401	264

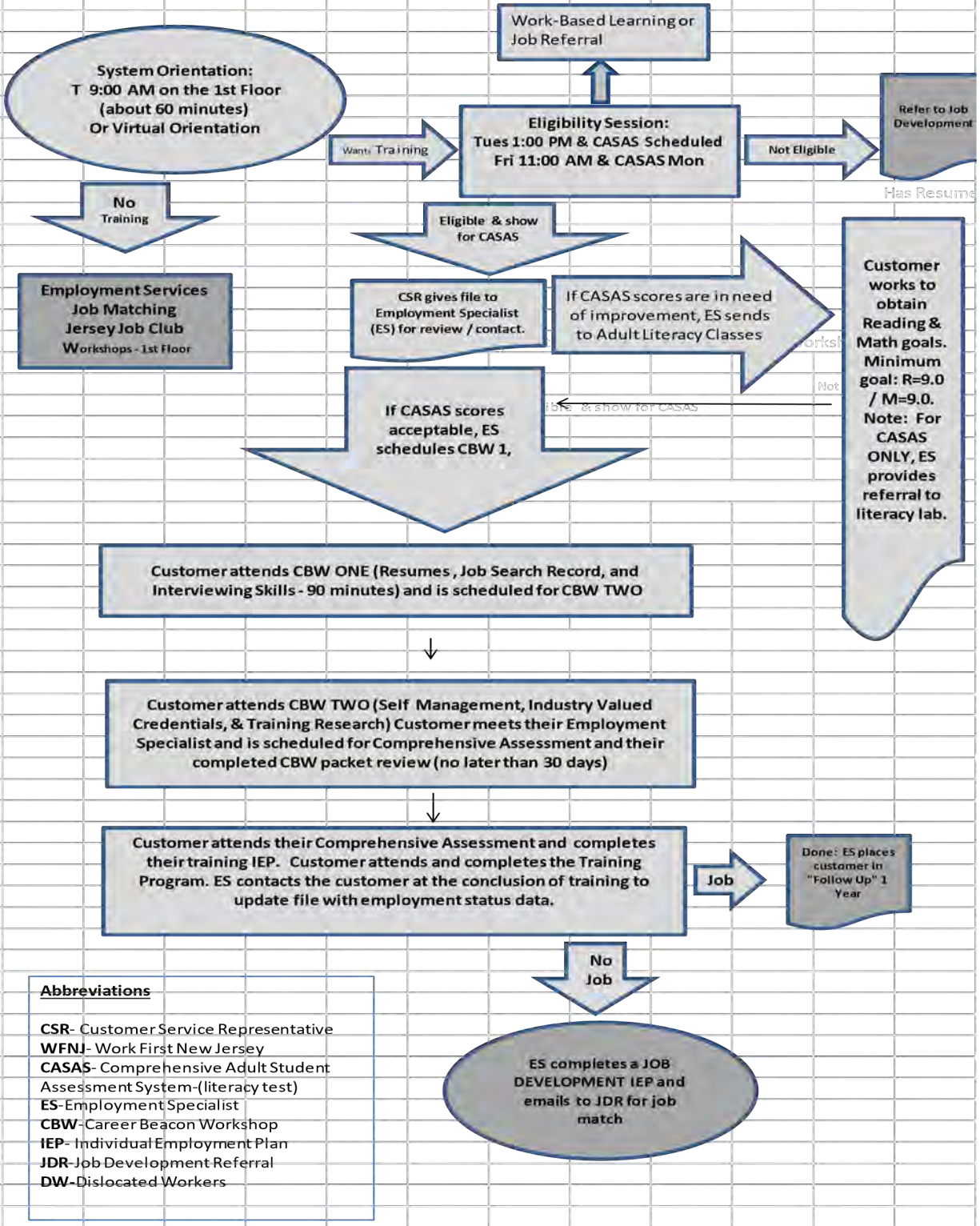
Note: The historical and projected numbers shown above are provided for planning estimates only. As service levels were impacted by the COVID-19 pandemic, historical data from 2017 to the present has been included in the preceding table to show pre-COVID levels of service. Actual service levels may be higher or lower depending on the local economy, impact of marketing, changes in legislation and/or funding, etc.

B. Contractor Orientation/Competency

Should an operator be chosen who is not the current operator, the ACWDB will make a reasonable attempt to provide for the necessary training to Contractor on the documents, operating procedures, and Management Information System requirements that may be necessary to run the day-to-day operations of the One-Stop.

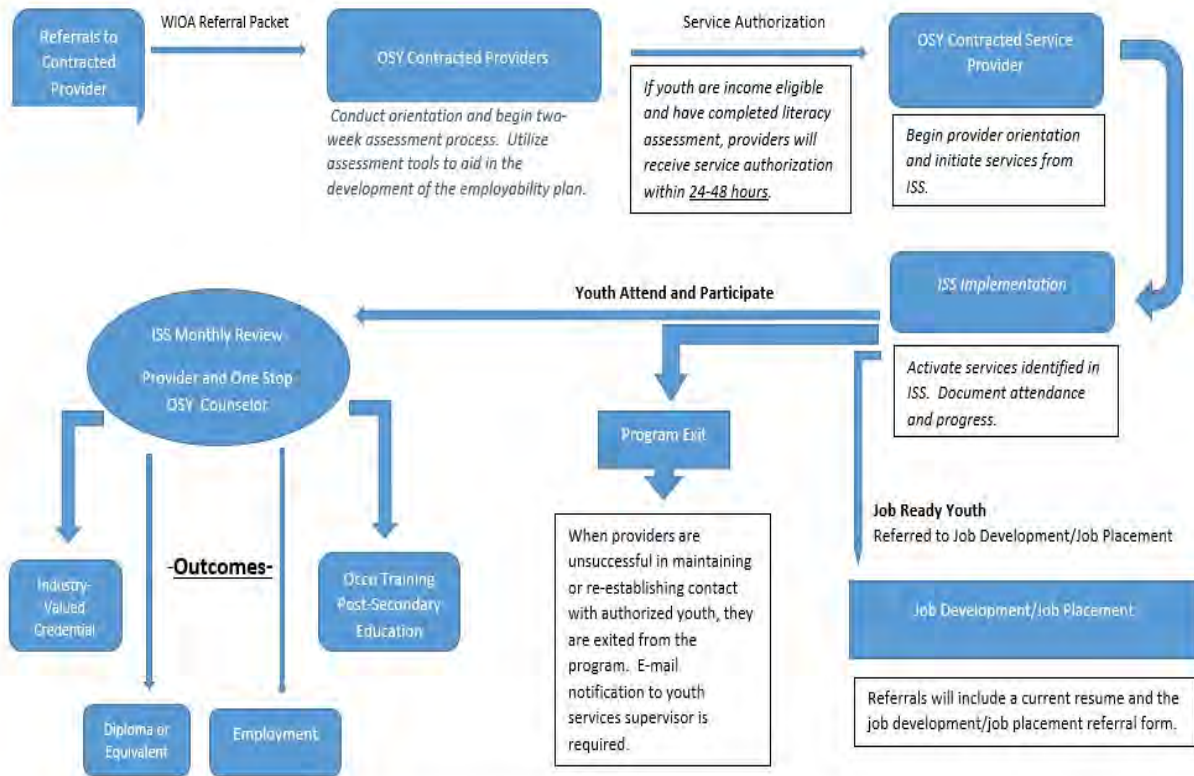
Upon contract award, the Contractor shall designate a knowledgeable primary point of contact that shall have optimum management and operations authority and be available to ACWDB during normal full-time business hours. During peak performance periods or emergencies, the Contractor's primary point of contact and/or his/her designee(s) may be required to be available beyond these parameters. Contact information shall be made available to ACWDB leadership and employees for after-hour's assistance if necessary. This individual shall be the lead administrative officer for the One-Stop and shall be a full time 40 hour a week employee and on-site manager. For a complete description of operations and workflow please see the attached Adult, Dislocated Worker and Youth Customer Flow chart.

TRAINING FLOW CHART FOR ADULT AND DW



- Abbreviations**
- CSR- Customer Service Representative
 - WFNJ- Work First New Jersey
 - CASAS- Comprehensive Adult Student Assessment System-(literacy test)
 - ES-Employment Specialist
 - CBW- Career Beacon Workshop
 - IEP- Individual Employment Plan
 - JDR- Job Development Referral
 - DW-Dislocated Workers

Out-of-School Youth Customer Flow for Contracted Program Providers



Attendance: All youth attendance will be documented with sign-in/sign-out sheets. (Found in Youth Services Guide)

Exit/Termination: Requires providers to send all youth timesheets, credentials and certifications to youth services supervisor w/in 5 days of exit.

Occupational Training: If training is part of the services offered by contract provider, training may begin immediately. If the youth is pursuing training through an ITA grant, the youth must participate in a career beacon workshop and complete a three-school search activity. Youth will be referred to Job Development/ Job Placement following successful completion of the training program and any related credentials which the youth attained.

ISS: Must contain 3 of 10 program elements listed: tutoring, alternate secondary school, paid or unpaid work experience, occupational training, education and workforce prep., leadership development, adult mentoring, financial literacy, entrepreneurial training and transition to postsecondary services.

C. Performance Expectations

Note: These objectives are provided as an example of the performance measures and required levels of performance that may be required. Actual performance levels and standards are subject to change and will be established through contract negotiation.

ATLANTIC COUNTY WORKFORCE AREA: FINAL NEGOTIATED GOALS

WIOA Performance Measures	PY 2022 Targets	PY 2023 Targets
Adults		
Employment Rate 2 nd Quarter After Exit	61.0%	62.0%
Employment Rate 4 th Quarter After Exit	60.8%	61.8%
Median Earnings 2 nd Quarter After Exit	\$6,400	\$6,500
Credential Attainment 4 th Quarter After Exit	75.0%	76.0%
Measurable Skills Gain	51.3%	52.3%
Dislocated Workers		
Employment Rate 2 nd Quarter After Exit	61.4%	62.4%
Employment Rate 4 th Quarter After Exit	64.9%	65.9%
Median Earnings 2 nd Quarter After Exit	\$7,917	\$8,017
Credential Attainment 4 th Quarter After Exit	71.0%	72.0%
Measurable Skills Gain	53.1%	54.1%
Youth		
Employment Rate 2 nd Quarter After Exit	71.4%	72.4%
Employment Rate 4 th Quarter After Exit	68.2%	69.2%
Median Earnings 2 nd Quarter After Exit	\$2,300	\$2,400
Credential Attainment 4 th Quarter After Exit	46.4%	47.4%
Measurable Skills Gain	67.0%	68.0%

PERFORMANCE

The grantee shall establish and document a process to ensure that the results of programs and services provided with funds provided under the contract 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, 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 LWD. The grantee acknowledges that LWD 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 the contract.

V. KEY PROVISIONS

The selected Contractor will be bound to the following key provisions in the contract once executed:

A. Audit Requirements

- a. The services delivered under the Contract are considered sub-recipient services and require compliance with audit requirements for federal funds required by 2 CFR 200.430. As the Contractor is expending more than \$750,000 in federal funds during the term of the Contract, the Contractor shall have an annual independent financial and compliance audit that includes coverage of workforce services within its scope and is conducted in accordance with generally accepted auditing standards as required by 2 CFR 200.430.
- b. Contractor must submit a copy of their independent audit report as required by 2 CFR 200.430 within thirty (30) calendar days after its receipt by the Contractor but not later than nine (9) months after the end date of the Contract.

B. Internal Financial Controls

- a. Contractor shall be responsible for implementing procedures and internal financial controls governing the management and utilization of funds provided hereunder. The procedures and financial controls must be established pursuant to Generally Accepted Accounting Principles (GAAP) procedures.
- b. Contractor will maintain separate accounting records for all funds expended under the Contract to ensure compliance with all federal and state laws and to ensure that the funds have not been unlawfully spent. All expenditures must be allowable, allocable, necessary and reasonable for proper and efficient operation of the program under the appropriate funding source administered.

- c. Contractor will make available all accounting records for review upon request for examination, audit, or for the making of excerpts or copies of such records for the purpose of determining compliance with all applicable rules and regulations and provisions of the Contract.

C. Refunds/Credits

Refunds or credits from training institutions or other vendors for unearned funds or costs that have been paid by ACWDB shall be returned to ACWDB within ten (10) days of being received by the Contractor or shall be accounted for in the following reimbursement request with a reduction equal to the refund or credit.

D. Indirect Cost Rate Plan/Profit or Management Fee

Overhead, allocated and indirect programmatic costs are allowed and annually the Contractor must submit an Indirect Cost Rate Plan to ACWDB for approval.

For-profit entities that are One-Stop Operators and/or Career Services providers must adhere to the requirements of 2 CFR 200.323 concerning earning and negotiating a fair and reasonable profit. The Uniform Guidance requires that profit is reasonable and fair and that the entity conducting the competition negotiate profit separately from costs. For-profit entities entitled to earn profit must separate amounts intended to pay for costs from amounts intended to pay for profit. Contract price equals costs plus profit.

A reasonable profit amount or management fee will be considered and determined as part of the contract negotiation process. For governmental, non-profits, and public or non-profit education institutions, earnings above actual costs incurred are to be treated as program income. Any program income earned must be used for program purposes.

For programs authorized by other sections of WIOA, 2 CFR 200.400(g) prohibits earning and retaining profit on Federal financial assistance unless expressly authorized by the terms and conditions of the Federal award.

E. Stand-In Costs

Costs paid from non-federal sources may be used to stand-in for disallowed costs identified as a result of a monitoring report or audit. These costs must be reported as uncharged program costs and must have been allowable under the grant for which the stand-in costs are offered. They are subject to verification through an audit and must be reported in accordance with standards set by 2 CFR 200.430.

F. Purchasing/Inventory

- a. All purchasing must be maintained to document procurement efforts to comply with this requirement.
- b. Equipment purchased as defined as tangible, nonexpendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit, including all costs related to the property's final intended use, shall first receive prior approval from ACWDB.
- c. An up-to-date inventory of all property purchased that has an individual purchase price of \$5,000 or more must be maintained and shall not be disposed of without prior written authorization from the ACWDB.
- d. Title to supplies, equipment, real property, and other expendable property acquired by a recipient of federal funds shall vest in the recipient upon acquisition for the authorized purpose of the project as long as it is needed and shall not encumber the property without approval of the United States Department of Labor (USDOL).
- e. All supplies, equipment, real property, and other expendable property shall be returned within forty-five (45) days of Contract termination or when the property is no longer needed.

G. Use of Equipment

Any equipment purchased under the Contract or provided by ACWDB for use in delivering the services under the Contract shall be used exclusively by the applicants and/or participants unless an equipment user agreement has been made part of the Contract. Such equipment is and shall remain the property of ACWDB.

H. Access to Records

- a. At any time during normal business hours and as often as ACWDB, the State of New Jersey, USDOL, Comptroller General of the United States, the NJ State Comptroller or their designated representative may deem necessary, Contractor shall make available all appropriate personnel for interviews and all such financial, applicant, or participant books, documents, papers and records (including computer records), or other data relating to matters covered by the Contract, for examination, audit, or for the making of excerpts or copies of such records for the purpose of auditing and monitoring program activities and determining compliance with all applicable rules and regulations, and the provisions of the Contract. The above referenced records shall be made available at the Contractor's expense, at reasonable locations as determined by ACWDB.
- b. Annually, Contractor shall provide copies of W-2 forms to be compared against the USDOL's most recent ETA salary/bonus threshold in order to ensure compliance.

I. Participant Record Confidentiality

- a. Contractor must comply with the confidentiality provisions and the record retention requirements of NJ DARM and OPRA.
- b. All Contractor records classified as public records must be open and available for inspection by any person upon an OPRA request unless otherwise specified by law. It is the responsibility of the Contractor to maintain records in a location that is accessible to the public.
- c. Contractor shall not disclose any information concerning a workforce services applicant or participant to any agency or individual, other than ACWDB, for any purpose without written consent of the participant, or his/her responsible parent or legal guardian.

J. Information Security

- a. Contractor will ensure that all staff review ACWDB policies related to information systems security and Contractor will comply with employment penalties outlined therein for its employees found to be in violation of such policies. Contractor will ensure that it follows ACWDB procedures for information system's account creation, maintenance and termination related to Contractor's employees the Contractor provides oversight.
- b. Contractor will ensure that all staff are familiar with security and privacy measures recommended in the State of NJ Information Security Plan to guard against unauthorized access to, alteration, disclosure, or destruction of information and information systems, and contractor will ensure that safeguards are implemented to offset possible threats.

K. Code of Conduct and Business Ethics

Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from Contractors, or parties to sub-agreements. However, Contractor may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Contractor.

L. Firewall Provisions

Under WIOA, the Operator and Career Service Provider(s) have distinct roles. The Operator and Career Service Provider may be from the same entity, but there must be appropriate firewalls in place, as well as specific policies written regarding competition, subsequent oversight, monitoring, and evaluation of performance of the service provider.

The Operator cannot:

- Convene system stakeholders to assist in the development of local plan
- Prepare and submit local plans
- Be responsible for oversight of him or herself
- Manage or significantly participate in competitive process of One-Stop Operator, Career Services and Youth Provider(s)
- Negotiate local performance accountability measures
- Develop and submit budgets for activities of the Local Board in the local area
- Hire or fire any One-Stop Partner Staff

If an existing contractor chooses to bid on a competitive contract with the ACWDB, they must abide by established firewalls and conflict of interest policies in place in regard to the competition, and subsequent oversight, monitoring, and evaluation of performance of the service provider.

M. Staff Hiring, Qualifications and Training

- a. Contractor will hire and manage qualified and trained staff, in accordance with industry and/or educational standards as well as staff who demonstrate the highest propensity to operate under the envisioned integrated service delivery model.
- b. Staff are subject to the State of New Jersey Employer-Employee Relations Act <https://www.state.nj.us/perc/documents/Chapter%2013A.pdf?ver=20220404>
- c. Key personnel are defined as individuals that are in the management, coordinator or leadership role for contracted services. Removal and/or replacement of key personnel require the prior approval of the ACWDB who must be notified within five (5) calendar days that a vacancy is possible. In the event key staff positions are vacated, the Contractor will have no more than 60 calendar days from the date of notification to ACWDB to fill such vacancy.
- d. Each funded position must have a specific, written job description which includes the minimum required qualifications and skills for the position, the overall job duties to be performed by the position and the responsibility and authority of the position.
- e. When filling open staff and management-level positions, Contractor will provide ACWDB with the opportunity to review candidate qualifications and to designate ACWDB staff to participate on interview panels. Note: while this provides an opportunity for ACWDB staff to be engaged in the hiring process, the authority to make hiring decisions is that of the Contractor.

- f. Contractor will develop and maintain training plans for all front-line positions which includes specific competencies and training resources.
- g. Contractor will implement a system to assess staff's mastery of identified competencies. The Contractor will coordinate with ACWDB to develop competency exams and question sets to ensure alignment with federal, state and local expectations.
- h. Contractor will maintain a performance management system in which an employee in a funded position will receive a written review at a minimum annually regarding his/her performance unless deemed otherwise appropriate for more frequent reviews.
- i. Contractor will establish jointly with staff, goals that are in alignment with the Performance Deliverables outlined in the Contract and federal, state, and local quality assurance requirements. The establishment of these goals will be to ensure that staff understands their individual role in aiding towards the attainment of said deliverables.
- j. Contractor will provide and/or make available training on a regular basis regarding all workforce development programs, and special grants/projects guidelines, policies, and best practices.
- k. Contractor will require all staff to complete security awareness training within 30 days of the employment start date. All certificates signifying the completion of training shall be submitted to ACWDB's. Additionally, Contractor will coordinate with ACWDB's information technology Contractor to ensure that ongoing information security refresher training is provided to all employees no less than annually.

N. Pre-employment and Subsequent Screenings

- a. Contractor will develop and maintain written policies regarding pre-employment and periodic criminal background screenings, drug-screenings, and other controls as appropriate. Contractor agrees that it will develop and maintain these written policies in accordance with all state and federal laws.

O. Incident Reporting

Known or suspected incidents of fraud, injury, program abuse or criminal conduct shall be reported to ACWDB immediately.

P. Reports

All reports and reimbursement requests shall be submitted to ACWDB's Executive Director:

- a. Payment Request: Contractor shall submit to ACWDB an invoice and any back-up documentation to include but not limited to a general ledger detail and financial reports as specified in the Contract. Invoices must be submitted to

Atlantic County Workforce Development Board
2 South Main Street, 2nd Floor
Pleasantville, New Jersey 08232
attention: (Monitoring and Evaluation Unit)

Invoices must be submitted on a Workforce Development Grant (WIG) voucher. This voucher must include the sub-recipient name, program name, contract number, month of service rendered and requested reimbursement amount. In addition, the following documents must be attached to the WIG voucher:

- Self-generated sub-recipient invoice
- Payroll register
- Receipts for allowable operational expenses.

The deadline for submission (received in the office) of the final invoice is August 30th of any given year. Invoices received after this date will not be honored. Final payment will not be made until the Atlantic County Office of Workforce Development has received all required documentation. Sub-recipients are expected to invoice in 30-day intervals. (Example: Invoice submitted by Sept 30th for July activities). Failure to do so could negatively impact funding for the subsequent year of the grant.

- b. Financial and Programmatic Reports: Contractor shall ensure that financial and programmatic reports be provided no less than monthly for all program areas managed unless otherwise directed by ACWDB.
- c. Contract Close-Out Report: Contractor shall submit to ACWDB a Contract Close-Out Report within ninety (90) days after contract termination, summarizing all payment requests, actual expenses, inventory, and other items requested by ACWDB.
- d. Program Income Report: Government or non-profit Contractors, who generate program income from activities covered under the Contract, shall submit to ACWDB a Program Income Report within ninety (90) days after contract termination.

Q. Contractor Authority

- a. Contractor shall not enter into contracts and/or agreements on behalf of ACWDB or its customers without prior written authorization from ACWDB.

- b. Contractor shall not act as an agent or employee of ACWDB beyond the Scope of Work described herein. If Contractor takes any action outside of this designated Scope of Work, Contractor shall be liable for all costs, fees and damages that may be incurred by Contractor or ACWDB as a result of such actions.
- c. As per 20 CFR 678.620(b)(2) and 678.625 the following are prohibited functions: The one-stop operator must not perform the following functions: convene system stakeholders to assist in the development of the local plan; prepare and submit local plans; be responsible for oversight of itself; manage or significantly participate in the competitive selection process for a one-stop operator; select or terminate a one-stop operator, career service providers, and youth providers; negotiate local performance accountability measures; or develop and submit budgets for activities of the local board.

When the entity serving as the one-stop operator is also serving in a different role within the one-stop delivery system (as, for example, when a local board serves as the onestop operator), the one-stop operator may perform some or all of these functions, but only if it has established sufficient firewalls and conflict of interest policies and procedures.

R. Oversight

The Contractor will report to and be overseen by the Executive Director of the ACWDB. The Contractor must openly and immediately communicate to ACWDB leadership any challenges or problems faced by Contractor in the operation and management of the One Stop Career Center that will adversely affect Contractor's performance of the contract, or ACWDB's ability to meet federal or state requirements.

VI. SCOPE OF WORK

A. One-Stop Operator and Career Services Provider Job Description

The Atlantic County One-Stop Operator and Career Services Provider's job description is as follows:

- Provide functional leadership for all One-Stop Career Center required services, including all services provided by entities that have voluntarily entered into One-Stop Memorandums of Understanding (in accordance with WIOA). Functional leadership is the authority to organize and supervise staff, without regard to the program that

finds individual staff members and will focus on day-to-day supervision of service delivery efforts. The One-Stop Operator and Career Services Provider may not necessarily be the employer of record.

- Ensure the appropriate delivery of workforce development services in accordance with all governing laws, statutes, regulations, guidance and policies.
- One Stop Operator shall ensure that the One Stop Certification Process, as required by **POLICY RESOLUTION: SETC #2016-14-SUBJECT: New Jersey Local One-Stop Career Center Certification Process** is completed as required and approved by the Atlantic County Workforce Development Board.
- Coordinate all One-Stop Career Center activities with the ACWDB's staff.
- Establish a single point of entry (electronic and physical) for job seekers.
- Continue to develop and enhance the workforce development system by focusing on a fully coordinated and integrated service delivery model that is market driven and offers value-added services to ACWDB job seekers.
- Assure the delivery of services to individuals with limited English proficiency, disabilities, or other significant barriers.
- Promote adoption of creative and innovative methods and best practices in the delivery of the required services.
- Develop and maintain written policies, i.e., broad operational guidelines (such as hours of operation, etc.) that will outline the responsibilities and objectives of each of the One-Stop Partners while providing excellent customer service.
- Develop and maintain the One-Stop (Career Center Partners) Memorandums of Understanding.
- Confirm with Board staff that MOU's or agreements are on file with the Board. The Contractor is expected to ensure that the One-Stop partner adheres to MOU's, agreements and reporting procedures. The Contractor will work with One-Stop Partners to ensure that staffs' training regarding the partner's services are provided to One-Stop staff.
- Monitor One-Stop partners adherence to the policies of the One-Stop Career Center.
- Facilitate a meeting of all One-Stop partners in a specific career center where each partner's detailed procedures will be made known to all of the other partners.
- Increase customer satisfaction by developing flows and processes that are driven by feedback from both business and job seeker customers.
- Ensure timely and efficient handling of incoming telephone calls (possibly by a full-time switchboard operator who is knowledgeable of the basic available services and the current availability of staff).
- Coordinate and schedule facilities usage such as, but not limited to classrooms, assessment, and conference rooms.
- Enforce procedural, conduct, and appearance policies of ACWDB. ● Abide by all Federal, State, and Board procurement policies.
- Maintain records of all program related expenditures by cost categorization.
- Follow any current and future Board administrative directives especially those directives that concern: fiscal responsibilities of the day-to-day operation of the One Stop Career Center, Equal Employment Opportunities, and the Americans with

Disabilities Act.

- Advise and assist the Board on all items relevant to One-Stop Credentialing.
- Attend all Board of Director Meetings and Committee Meetings as directed by the ACWDB.
- Implement Local ACWDB Policy

Reporting to Local Workforce Development Board on operations, performance and continuous improvement recommendations.

Further, it is the One-Stop Career Center's Operator's responsibility to ensure nondiscrimination in that customers' have an equal opportunity to access programs and services administered by ACWDB. No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with programs on the basis of race, color, religion, sex, national origin, disability, age, political affiliation, marital status, sexual orientation or status as a workforce services, and each customer shall have such rights as are available under any applicable Federal, State, or local law prohibiting discrimination.

B. Locations

1. The Contractor shall deliver the services described in this Scope of Work at the locations determined by Atlantic County ACWDB. The current full-service location is:

2 South Main Street, Pleasantville, NJ 08232

2. This location is shared with the State of New Jersey in order to consolidate services and provide a true One-Stop Career Center. The successful operator is expected to share services at a minimum in the same level as is currently provided.

C. Hours of Operation

The One-Stop Career Center shall be open for at minimum 40 hours a week and the hours consistent with need. From October 1 through March 31st, the hours of operation are 8:30 AM to 4:30 PM. From April 1 through September 30, the One-Stop will operate on a flex schedule, from 8:30 AM to 6:00 PM.

Contractor will follow the listed holiday schedule (subject to ACWDB revision) and close the career centers to customers on the days upon which the following holidays are observed by the State of New Jersey (<http://www.state.nj.us/nj/about/facts/holidays/>)

The following holidays will be observed by State agencies for the period January 1, 2024 through June 30, 2025.

New Year's Day	01/01/2024	Monday
Martin Luther King Jr. Day	01/15/2024	Monday
Lincoln's Birthday	02/12/2024	Monday (Atlantic County)
Presidents Day	02/19/2024	Monday
Good Friday	03/29/2024	Friday
Memorial Day	05/27/2024	Monday
Juneteenth	06/21/2024	Friday (Atlantic County)
Independence Day	07/04/2024	Thursday
Labor Day	09/02/2024	Monday
Columbus Day	10/14/2025	Monday
Election Day	11/05/2024	Tuesday
Veteran's Day	11/11/2024	Monday
Thanksgiving Day	11/24/2024	Thursday
Christmas Day	12/25/2024	Wednesday
New Year's Day	01/01/2025	Wednesday
Martin Luther King Jr. Day	01/20/2025	Monday
Lincoln's Birthday	02/12/2025	Wednesday (Atlantic County)
Presidents Day	02/17/2025	Monday
Good Friday	04/18/2025	Friday
Memorial Day	05/26/2025	Monday

D. Process Management Quality Assurance

The Contractor will internally audit processes and special projects/grants program requirements.

The Contractor will regularly review existing workforce services policies, procedures and directives for continuing suitability as well as ensuring staff understands the requirements communicated through these documents. The Contractor will track and address any issues denoted in either internal or external quality assurance reviews where findings or other noncompliance issues result from staff's failure to follow current policy. The results and identified issues from the reviews will be submitted to ACWDB on a quarterly basis.

The Contractor will coordinate with ACWDB to create and update procedures, desk guides and forms to ensure that staff has access to the correct documents.

The Contractor will consult with ACWDB on significant process changes that impact service delivery or programmatic operations to ensure both ACWDB and Contractor expectations are incorporated prior to implementation.

1. Job Matching

The Contractor will provide staff for job matching, job referrals, and job placements, using the ACWDB's job development services. The designated Contractor staff must work as a unified team with ACWDB's team in order to ensure optimal job matching and job placement services are provided. The goal of this unified effort is to ensure that each employer and job seeker are satisfied with the employment outcome. Effective job matching also requires staff to be skilled and knowledgeable about strategies and tools for establishing job seeker aptitude, skills, experience, interest and job retention.

The Contractor is responsible for providing job placement assistance to all job seeker customers who are enrolled in and receiving workforce services from Contractor staff. For customers who receive training services, the Contractor may be required to coordinate with the training provider's placement staff, providing the customer with job leads as well as coordinating with the ACWDB's job development services.

E. Monitoring and Continuous Improvement

1. File Maintenance, Documentation and Timeliness of Data Entry

- a. The Contractor shall ensure that all customers' files, both hard copy and electronic, are up-to-date and accurate and contain all required documentation.

- b. The Contractor will ensure timeliness of data entry for all programs. For WIOA, the application must be entered within one business day of the date of application. Program exits must be entered within one business day of the date of the customer's exit. For all programs, Activities/Services (including follow-up services) and case notes shall be entered within two business days of services being rendered.

2. Strategic Plan

The Contractor will develop and maintain a Strategic Plan that provides guidance that will be used to monitor the quality of programs and services provided. Contractor staff will ensure that ACWDB staff input is sought and incorporated prior to finalization. The plan will be created annually, and Contractor and ACWDB will review the plan semi-annually to ensure that a strategy exists to meet the needs of the customers.

3. Monitoring Schedule

- a. Reviews by program will take place in accordance with the monitoring methodology identified by ACWDB, NJDOL and USDOL. Contractor shall respond

in writing to monitoring reports and requests for corrective action plans within ten (10) working days after the receipt of the monitoring report from ACWDB.

- b. Contractor shall institute a system for monitoring fiscal, participant and program activities for compliance with the Contract.
- c. The Contractor will conduct a minimum of monthly program reviews for all program areas and special projects/grants. The results from the reviews will be submitted to ACWDB by the 10th day of the month following the review conducted.
- d. The Contractor will maintain documentation to verify completion of all monitoring activities.
- e. The Contractor will trend and analyze monitoring data for reporting to ACWDB on a quarterly basis via the quarterly report submitted to ACWDB by Contractor.
- f. Contractor shall ensure that all staff responsible for program compliance receive appropriate grant administration and program compliance training.

4. Linkage to Training and Development

The Contractor will ensure an appropriate linkage between monitoring and training staff to ensure that formal and informal corrective action plans incorporate appropriate staff training. Additionally, as local quality assurance reviews occur at both the Contractor and ACWDB levels, it is important that communication occurs to ensure consistencies between monitoring outcome reporting, trending and identification of training needs.

Training conducted as a result of federal, state or local quality assurance reviews (whether one-on-one or in a group setting) must be documented in writing and recorded electronically utilizing the designated software or system.

5. Continuous Improvement

The Contractor shall establish and maintain reliable mechanisms that will immediately identify when a problem occurs, (administrative or programmatic), and when corrective action is necessary. This continuous improvement process shall include, but is not limited to the following:

- a. Technology – The Contractor shall use technology whenever and wherever possible to monitor services. The Contractor shall also explore other uses of technology to continue to improve service performance.
- b. Tracking Effectiveness – The Contractor will track effectiveness using monitoring data, state reporting data, customer feedback (client and employer focus groups and customer survey results); and feedback from the general public. The Contractor shall also conduct at least a monthly review and analysis of the data to identify trends, issues, ROI, etc.
- c. Performance Evaluation – The Contractor shall continuously self-evaluate its performance and the overall success of the workforce development service delivery system. This shall include a comprehensive analysis of both financial and performance aspects of the Contractor's operation.

Financial and Administrative Expectations

The Contractor will provide financial staff that has experience in managing and accounting for multiple funding sources. The Contractor will have internal controls in place to ensure the entire system is consistent and responsible.

The Contractor understands and affirms that there can be no supplanting or co-mingling of funds received through the Contract. All funds will be traceable to the appropriate workforce grant and will be necessary and allowable. The sub-recipient shall repay the grantor agency amounts found not to have been expended in accordance with this competitive bid and subsequent contract provisions. The sub-recipient shall be liable to repay such amounts from funds other than those received through this or other contracts with the grantor agency, if the determination shows that mis-spent funds were due to gross negligence or the willful disregard of the requirements of this competitive contract, subsequent contract or WIOA.

At the grantor agency's option, mis-expenditures other than those that were due to the above detailed areas of misconduct, negligence or failure may be repaid by the sub-recipient by offsetting such amounts against other amounts of funds to which the sub-recipient may be entitled under this competitive contract and subsequent contract or other contracts. Any funds paid to the sub-recipient in excess of the amount to which said sub-recipient is finally determined to be entitled under the terms of this competitive contract and subsequent contract shall constitute a debt to the grantor agency. If not paid within a reasonable period after demand, the grantor agency may take any actions permitted by law to recover the funds. The grantor agency, at its option, can charge interest on any overdue debt so long as such interest charges are in accordance with the Federal Claims Collection Standards (4 CFR Parts 101-105).

The Contractor understands and affirms that any revenues above costs that are generated through the use of funds must be reported and returned to ACWDB.

The Contractor will follow procurement guidelines issued by Federal, State and ACWDB authorities.

Reporting

The Contractor will provide ACWDB with a monthly report that includes data from all operations of the career center including ROI metrics which include monthly updated budget amounts, and projections.

The design and structure of the quarterly report will be determined by the ACWDB Executive Director. The quarterly report must be provided to ACWDB in accordance with the timeline outlined in the Contract.

The Contractor will work with ACWDB to establish a schedule and format for fiscal reporting.

THE PROPOSAL

Proposal Outline and Format

All responses must be 11-point font and completed on 8 ½ x 11 paper, 1.5 line spacing. Each page should be printed on single-sided, with a maximum of 30 pages (excluding attachments).

All proposals must be assembled according to the following outline:

1. Cover Page

2. Organizational Background

3. Proposal Abstract/Executive Summary

- a. Provide a description of your organization to include its mission, vision and values.
- b. Demonstrate an understanding of the workforce development system in New Jersey.
- c. Outline key organizational achievements within the past three (3) years.
- d. Briefly describe why your organization is seeking award of this RFP and any unique or innovative aspects that may set your organization and/or your response apart from others.

4. Proposal Narrative

Clear, thorough, concise answers are preferred rather than overly verbose narrative that does not provide a specific response. Get to the point as quickly and completely as possible. Do not repeat statements or ideas within the text of the proposal. Referring the reviewer to another section of the proposal for other information is preferred rather than repeating the information.

a. Organizational Experience / Capabilities

Describe the proposing organization's experience in providing One-Stop and Career Services proposed and the organization's capabilities to deliver the proposed services by thoroughly responding. Respondent should furnish performance information for all programs in every state where the Respondent has provided services.

1. Describe your organization's experience with operating a programmatically integrated service delivery model that has the needs of business and industry at the core of your operations.

2. Describe your organization's financial and administrative experience and capabilities. Include in that description experience in managing and accounting for multiple federal, state and local funding sources in accordance with GAAP.
3. Describe your organization's experience conducting self-monitoring for contract performance and compliance, including experience with the One-Stop Certification process.
4. Describe your organization's experience with ensuring that adequate firewalls will be in place to ensure compliance with sections 678.635 "Competition of One-Stop Operators" and 678.625 "Firewall, Local Board Level Regarding Oversight, Monitoring and Evaluation of Performance of Service Providers" of the Act.
5. Describe your organization's experience with developing and implementing a continuous improvement model.
6. Describe your organization's experience in managing and providing value added One-Stop and Career Services that benefit employers. Include in that description experience in: 1) matching the hiring needs of employers with individuals who meet their minimum qualifications, thus eliminating referrals of unqualified candidates; 2) job matching activities; and 3) determining job seeker work readiness.
7. Describe your organization's experience with functionally supervising staff who are employed by another organization.
8. Describe any industry-recognized quality certifications held by your organization and provide a brief narrative describing each. Additionally, describe the integration of your quality certification and processes into your service delivery model. A copy of any issued certificates should be included reflecting current standing. (Do not include certificates that are no longer active).

b. Strategy

Respondents must outline the following strategies for how they intend to deliver the workforce development services outlined in the Scope of Work:

1. Identifying and implementing collaborative strategies with any mandated partners that demonstrate a seamless referral system and coordinated service delivery (to ensure services are not duplicated by partnering organizations).

2 Partnerships and coordination of services with other organizations are one of the keys to success in the delivery of WIOA services.

- a. Describe past success in developing effective working relationships with partner organizations. Include at a minimum, local Wagner-Peyser staff and programs, WIOA staff and programs, Adult Education Providers, Vocational Rehabilitation, WorkFirst New Jersey and New Jersey Youth Corps.
 - b. Describe past experience with an integrated service delivery model, functional supervision, information sharing, case management of co-enrolled clients, cross training of staff, rapid response activities, in close coordination with local staff.
 - c. Describe how key management staff will work in cooperation with the ACWDB and the local managers (if applicable) to ensure coordinated management and integration of staff and services.
 - d. Describe how service delivery staff will work with partner staff to achieve an integrated system where customer service and performance are high priorities. Explain how your organization will leverage resources with other partners that result in innovative service approaches.
 - e. Include letters from key partners with whom you plan to collaborate. Bidders should only include key partners such as community-based organizations or partner programs. Do not include supportive service vendors.
 - f. If your organization is not presently the One-Stop Operator and Career Services Provider in the Atlantic County Workforce Development Area, describe how you will work with the current One-Stop Operator and the current service provider to prepare for an efficient transition of files and customer caseloads. Please include a timeline that details the transition steps to be taken (i.e. staff hired, policies developed, etc.) and the anticipated completion date for each transitional activity.
2. Providing excellent customer service to job seeker customers as well as measuring customer satisfaction.
 3. Orienting customers to the array of services available to them.
 4. Delivering assessments as part of a comprehensive initial assessment process. Please also include a description of your overall assessment process (to include which tools are utilized) and how it coincides with the effective creation of employment plans.

5. Describe the methods you will utilize to measure and evaluate quality of service and level of success.
6. Developing, maintaining and presenting curriculum that emphasizes core values and instills meaningful work ethics, employability skills, job readiness/job search skills and interview techniques, and your ability to modify/adjust those services as needed, based upon feedback from area employers.
7. Attracting a sufficient number of job seekers to ensure the contractual requirements are met. Further, identifying and recruiting job seekers who may be viable candidates for job postings but who are not engaged with the workforce system.
8. Ensuring customers are effectively able to utilize New Jersey's online labor exchange system and enhancing their job search resources and skills.
9. Operating a service delivery model that increases wages and reduces the period of unemployment for job seekers.
10. Delivering services to customers with barriers to employment.
11. Managing WIOA service delivery processes that include the provision of basic and individualized career services as well as training services in accordance with WIOA and the associated regulations. As part of the strategy, include how the Respondent intends to:
 - a. Attract a sufficient number of eligible Adults, Dislocated Workers, and Youth.
 - b. Ensure appropriate enrollments based on both eligibility and suitability.
 - c. Ensure appropriate expenditure levels of training dollars.
12. Managing the provision of outreach, recruitment, enrollments, assessment and case management activities for WIOA youth participants. Note: When outlining your strategy, include the number of youth your organization has served and correlating performance data. Also, identify the key features of your product and its comparative advantages over products offered by competitors designed to achieve the same performance objectives. As part of the strategy, include how the Respondent intends to:
 - a. Attract a sufficient number of eligible Youth.
 - b. Ensure appropriate enrollments based on both eligibility and suitability.
 - c. Deliver a year-round youth work experience program (to include prior experience managing an equivalent or similar program).

13. Providing creative and innovative follow-up services, for one-year post-exit, that help program completers maintain employment.
14. Engaging customers consistently and utilizing a consultative approach to case management.
15. Managing (or supporting ACWDB in managing) special grants/projects. Note: the response should include strategies tied to staffing or functionally supervising special grant staff hired directly by ACWDB as well as performing to meet the stated performance deliverables.
16. Ensuring programmatic compliance as well as effective process management through quality assurance processes.
17. Maintaining Certification of the One-Stop as is required by Section 121 of the Workforce Innovation and Opportunity Act.
18. Establishing and maintaining a continuous improvement process that includes data collection, reporting, data analysis and corrective action mechanisms to ensure that performance goals are achieved.
19. Establishing (together with ACWDB) an effective process for managing a supply-demand system in which the Contractor assists with the identification and preparation of the supply (job seeker customers) to meet the needs of local demand (employers). As part of the strategy, include how the Respondent intends to:
 - a. Identify the role the organization sees itself being in with supporting ACWDB to meet the needs of local employers.
 - b. Be effective with job matching and job placements

c. Staffing

As further explained in the Key Provisions subsection of this RFP, the Contractor will be required to hire and manage qualified and trained staff who have the required skillset and technical expertise to ensure the goals, objectives and requirements of this RFP are met. The experience, abilities and motivation of the staff play a critical role in the ultimate success of the service delivery. The Contractor will hire and manage qualified and trained staff, in accordance with industry and/or educational standards. Each funded position must have a specific, written job description which includes the minimum required qualifications and skills for the position, the overall job duties to be performed by the position and the responsibility and authority of the

position. The Contractor will ensure diversity, equity and inclusion in their hiring practices.

1. **Key Staff** - Describe how key One-Stop Career Center leadership will be selected and assigned to this Contract and provide copies of their resumes with the proposal. For positions where the key person is not known, a job description may be submitted in place of the resume. In preparing your response, please consider the attributes required by the key individuals who will have the most responsibility for shaping your product, connecting it to the customer, and achieving performance. Focus on enthusiasm, skills, knowledge, and commitment. We are most interested in:
 - a. The names and job titles of the key staff that will be in One-Stop and assigned to work on this project or, if not known, key staff job titles and how such staff will be selected;
 - b. Why these specific individuals or, if not known, job titles are critical to project success;
 - c. If a team approach to management is planned, how the strengths of these key individuals are complementary and not duplicative; and
 - d. The further assistance and expertise that will be made available by your organization to support these key individuals.

2. Career Specialists/Career Consultants - Submit an organization chart of your proposed staffing with individual titles, hierarchy and reporting relationships including the position of full time Director who has the responsibility for oversight of all personnel. Based on your staffing chart, identify the number of career specialists/career consultants and their estimated caseload (do not include managerial, supervisory or support personnel in these estimates). In preparing your response, be specific about the steps your organization will take to reassign personnel in the event caseload numbers exceed your estimate.

3. What will be done to ensure consistency of operation in lieu of the fact that there will always be some turnover among staff members.

4. What will be done to instill a professional culture, a sense of accountability, and to align individual efforts toward common goals and objectives.

5. Staff Development - Staff development is vital to the success of all ACWDB services. Qualified staff exhibit enthusiasm, capability and commitment to customers, as well as demonstrated commitment to their own professional

development. Further, each Respondent will be required to submit a comprehensive staff development training plan to:

- a. Describe the Respondent's staff development plans. Specifically, include plans for delivering information technology training, case management, program policy, customer service, and management/supervisory training. Specify for each type of training the duration and the frequency.
- b. Describe plans for an ongoing training program that focuses on ensuring that all staff acquire the basic competencies of their positions and are kept abreast of all new information and processes in a timely manner. Specify for each type of training, the duration and the frequency.
- c. Describe how new hires are on-boarded to include targeted training relative to their position.

Further, it is vital that the Respondent has administrative management capabilities required to attract and maintain appropriate staff. Respondents must have in place, or agree to establish Personnel, Grievance, Travel, and Equal Opportunity/Nondiscrimination Policies; Job Descriptions; and Performance Management or Individual Development Plan. Identify the procedure to review personnel and the intervals of same as well as procedure to separate from employment a non-performing individual. Respondent will provide copies of established policies and plans listed above if applicable.

d. Transition Plan

Should the Contractor not be awarded a renewal agreement, the current contract for services may be extended to provide continuity of care, sharing of records and to affect a smooth transition in providers. Describe how the Respondent will make this change in order to conduct an orderly transition from the current One-Stop provider and deliverer of services to ensure that there is no disruption in services or negative impact on our customers. Detail the action steps, strategies and timelines with specific dates for transitioning the services requested under this RFP. This should be presented in a table format with activities, dates and milestones. The transition should be no longer than three (3) months.

It is important for Bidders to understand that the infrastructure for delivery of services is in place and that no break in services to current participants can be experienced as a result of transition.

e. Performance Outcomes

Describe how these outcomes will be achieved. Explain your organization's approach to meeting performance standards and how you intend to document, track, validate and report performance outcomes. Provide an assurance that you are committed to achieving the minimum performance levels indicated including an assurance that your organization will provide a performance and production matrix consistent with the ACWDB's directive prior to execution of the Contract. Identify any enhanced levels of performance your organization is committed to produce for each of the measures referenced. Clearly describe why your organization believes

achievement of these enhanced levels is possible. Do not propose units of service (i.e. counseling will be provided to 100 clients).

f. Deliverables

Awarded contracts from this bid will be 80% cost reimbursement and 20% performance based. Budget proposals must identify reimbursable costs, and the remaining 20% will be paid upon achievement of identified and negotiated benchmarks. Describe how your organization will meet the following requirements for deliverables;

- 1) 200 awarded training contracts
- 2) 80% of all completed training contracts result in training-related job placement
- 3) refer 70 eligible customers to identified job openings
- 4) assure 80% of all completed training contracts result in an industry valued credential
- 5) assure that state-mandated performance goals are achieved at 90% or above of the established target
- 6) case management reporting in AOSOS is in compliance with state monitoring requirements

4. Budget Narrative

Submit a detailed line-item budget on the attached Budget forms. Costs included in the proposed budget cannot be existing expenses paid by another source, these funds cannot supplant funds already received by the Respondent and they must be actual costs incurred in delivering the proposed services;

- a. Provide a budget narrative that justifies each proposed expense included on the budget forms as necessary, allowable and reasonable. Show the method of computation.
- b. Provide a budget narrative for the six (6) benchmarks listed above. Benchmark amounts for each deliverable can vary between \$20,000 and \$60,000, but the total of all benchmarks must equal \$240,000. All six (6) benchmark areas must be addressed in this narrative. No benchmarks may be omitted.
- c. Give details of the organization's Indirect Cost Rate Plan, overhead and allocated costs. For example, prorating the cost of supplies based on the number of staff, or the cost of salaries based on percentage of time spent on the Contract.

- d. Identify any in-kind resources or support for the service delivery system beyond what is requested in the budget. Include the amount of funding and the committed or proposed source of funding.
- e. Describe a contingency plan to repay the ACWDB in the event of any disallowed costs as a result of an audit or monitoring review. Detail how the Respondent will repay (i.e., performance bond, etc.).
- f. Describe a Cash Flow Plan; how the Respondent will financially support business operations until invoices are submitted and paid by the ACWDB. Note, no advance payments will be made.
- g. If funded, what percentage of the proposing agency's total budget will this contract represent?
- h. Describe any indirect, overhead and allocated costs that are proposed, how the indirect was determined, and what general costs are included in the rate. If indirect costs are included in the budget, the Respondent must have an approved indirect cost rate. Indirect costs are limited to 10% of total program budget.

A	Experience and Capabilities
1	Organization's capability and experience in operating an integrate service-delivery model is clearly defined.
2	Financial management and grant compliance experience is discussed and documented.
3	Self-monitoring experience and contract compliance experience is described.
4	Development and implementation of a quality monitoring plan is described.
5	Previous experience in managing a One-Stop Career Center is detailed.
6	The bidder has previous experience in the supervision of staff employed by other organization(s).
7	Industry-recognized certifications are listed.
	SCORE FOR THIS SECTION
	TOTAL
B	Strategy
	The narrative provides a detailed, well-defined description of the following strategies to be used to deliver services:
1	Collaborative strategies with mandated service partners.
2	A comprehensive and detailed plan for coordination of services with other partners.
3	Customer service strategies.
4	Strategies to orienting customers to available services.
5	Describes how assessments will be used for individual employment plans.
6	Methods to be utilized to measure and evaluate quality of service.
7	Developing and maintaining assessment paperwork for individual occupational goals and objectives.
8	Operating and effective service-delivery model.
9	Addressing barriers to service.
10	Managing WIOA career service delivery processes.
11	Managing outreach and recruitment.
12	Providing creative and innovative follow-up services.
13	Engaging customers using counseling and case management skills.
14	Managing and/or supporting special grants or projects.
15	Ensuring program compliance.
16	Maintaining One-Stop certification.
17	Establishing and maintaining a CQI process.
18	Effective referral source for candidates for hire.
	SCORE FOR THIS SECTION
	TOTAL
C	Staffing
1	Key Staff are identified. The staffing plan is adequate and provides for consistency of operation.

2	An Organizational Chart is included and consistent with narrative.
3	The plan for Consistency of Operations adequately plans for the transition to the new Operator.
4	The plan addresses the creation a professional culture.
5	A plan for staff development is clearly articulated. An orientation and training plan for new and existing staff is described. Continuing Education and Certifications are addressed in the narrative.
	SCORE FOR THIS SECTION
	TOTAL
D	Transition Plan
1	The transition plan described is effective and orderly.
2	The transition plan details reasonable action steps, details, and an achievable timeline in a table format.
	SCORE FOR THIS SECTION

ATLANTIC COUNTY ONE-STOP OPERATOR RFP SCORING RUBRIC

	TOTAL	
E	Performance Outcomes	
1	The plan for meeting the specified performance outcomes is credible, and achievable, and supported in an accompanying narrative.	
	SCORE FOR THIS SECTION	
	TOTAL	
F	Deliverables	
1	The plan for providing the deliverables is achievable and consistent with the overall narrative. Deliverables are aligned with the goals established.	
	SCORE FOR THIS SECTION	
	TOTAL	
	Budget and Budget Narrative	
1	The budget is adequate to support the program activities described in the narrative.	
2	Cost estimates are reasonable.	
3	The Budget narrative includes cost justifications and methods of computation.	
4	A Detailed Indirect Cost Plan is provided and discussed.	
5	Identification of in-kind resources is included in the narrative.	
6	A contingency plan for repayment in the event of disallowed costs is provided.	
7	The Cash Flow Plan, which considers that no advance payments are made, is reasonable and realistic.	
8	There is a calculation of proportion of this contract to bidder's overall budget.	
9	The plan to spend required minimum on direct program costs is adequate and sufficiently detailed.	
10	The narrative includes a system to track ITA's, supports, incentives, obligations and expenditures.	
	SCORE FOR THIS SECTION	
	TOTAL	
	TOTAL SCORE ALL SECTIONS	

Comments:

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 20xx, BETWEEN THE COUNTY OF ATLANTIC hereinafter referred to as “COUNTY” and _____ hereinafter referred to as “CONTRACTOR”.

WHEREAS, the COUNTY desires to engage the services of the CONTRACTOR to perform various services for the COUNTY as hereinafter provided, and

WHEREAS, the CONTRACTOR has represented that it is qualified by training and experience to perform the required services in the manner and on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

ARTICLE I: SCOPE OF SERVICES AND CONTRACT DOCUMENTS

A. **SCOPE OF SERVICES:** CONTRACTOR shall provide to the COUNTY the following services:

All services shall be provided in strict accordance with the requirements and or representations set forth in one or more of the following applicable documents, as checked herein:

_____ The Request for Proposals issued by the County (Exhibit A)

_____ The CONTRACTOR’S proposal (Exhibit B)

_____ Agreement Scope of Services statement (Exhibit C)

In the event of any inconsistencies between the documents the language of the Agreement shall prevail, and the language of the other documents shall be deemed to have the following priority: Exhibit A, Exhibit C, Exhibit B.

B. **CONTRACT DOCUMENTS:** The Exhibits and Appendices to the Agreement listed below shall constitute integral parts of this Agreement and are hereby incorporated herein in their entirety, unless any portions thereof have been deleted or modified. These documents collectively shall constitute the Agreement between the parties.

___ Exhibit A (RFP)

___ Appendix 1 (Affirmative Action)

___ Exhibit B (Proposal)

___ Appendix 2 (Insurance)

___ Exhibit C (Scope of Services Statement)

ARTICLE II: PAYMENT

A. **AMOUNT, RATE, TIME & MANNER:** In accordance with the authorization granted by

Resolution # _____, adopted by the Atlantic County Board of Chosen Freeholders on _____ 20XX, the CONTRACTOR shall be compensated in an amount not to exceed \$ _____ in full consideration of all services performed under this Agreement. The time, rate and manner of payment shall be as follows:

B. **CHANGE IN AMOUNT:** Any changes to the maximum compensation specified in Article II(A) shall only be effective if such additional compensation is expressly authorized by an amendatory resolution duly adopted by the Atlantic County Board of Chosen Freeholders. Even if the Agreement calls for the provision of services on an hourly rate or other unit price basis or if the Agreement allows for payment of specified reimbursable expenses, CONTRACTOR, understands that CONTRACTOR shall not be entitled to payment for any level of services rendered in excess of the maximum compensation specified in Article II(A) unless additional compensation is expressly authorized by resolution.

C. **SATISFACTORY PERFORMANCE:** It is the exclusive right of the COUNTY to determine that services have been performed in a proper and satisfactory manner in accordance with the terms and conditions set forth herein prior to approval and payment of invoice submitted by CONTRACTOR.

D. **DOCUMENTATION:** Payment shall be made only upon submission by the CONTRACTOR of the required executed standard County invoice, a bill on CONTRACTOR'S letterhead and any other documents deemed necessary by the COUNTY.

E. **RIGHT TO AUDIT:** CONTRACTOR agrees to maintain financial records, books and documents plus any evidence necessary to reflect all direct and indirect costs incurred during this Agreement in an auditable format. CONTRACTOR agrees to keep complete and accurate records with respect to the computation of all billing, including receipts for any reimbursable expenses and time records for all persons billed on an hourly rate basis. The CONTRACTOR also agrees to submit all documents and records necessary to assure compliance and completion of this Agreement. CONTRACTOR agrees that all financial records required to be kept be made available for inspection during normal business hours by representatives of the COUNTY. Said records shall be kept for a minimum of five (5) years after expiration of the contract term.

ARTICLE III: TERM

A. **DATES:** Upon its authorization and execution this contract shall be effective for the term commencing and expiring on _____.

B. **COMPLETION:** The CONTRACTOR shall complete the performance of services under this contract by the contract expiration date and/or in accordance with any completion schedules set forth in Exhibits A, B & C.

C. **EXTENSIONS:** The County Executive or his designee may extend the time for completion specified by Article III(B). Such extensions shall only be effective if in writing and shall not extend the Agreement term beyond the term specified in the authorizing resolution. In the event that the time for completion is extended, all of the original terms and conditions will remain in effect for the extended period.

ARTICLE IV: GENERAL PROVISIONS

A. **INDEPENDENT CONTRACTOR:** The CONTRACTOR'S status shall be that of an independent principal and not as agent or employee of the COUNTY.

B. COUNTY NOT RESPONSIBLE FOR CONTROL OF CONTRACTOR'S

MEANS AND METHODS: The County shall not be responsible for and shall not have control or charge of construction means, methods, techniques, sequences or procedures, or the safety precautions and programs in connection with the Work, and the County shall not be responsible for the Contractor's failure to carry out the Work in accordance with this Contract, and in accordance with all applicable laws and prudent industry practices. Further, the County shall not be responsible in any way for the acts or omissions of the contractor, and any subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

C. COUNTY REVIEW OF THE CONTRACTOR'S WORK: The CONTRACTOR shall cooperate with the County's efforts to ascertain whether the work complies with the requirements and intentions of this Contract. Any such review or inspection, along with any resulting comments, recommendations, requirements, changes or directives made or issued by the County shall not relieve the CONTRACTOR of any of its obligations to fulfill this Contract as herein required, and shall not make the County responsible for the CONTRACTOR'S performance or failure to perform any of its obligations under the Contract.

D. CONTRACTOR'S DUTY TO PERFORM: The CONTRACTOR'S obligation to perform and complete the work and provide all Services in accordance with this Contract shall be absolute. Observations made by the County, recommendation of any progress or final payment by the County, and any determination that work appears to be substantially completed or any payment by County to the CONTRACTOR under the Contract; or any use of or reliance upon the work or any part thereof by the County, shall not act as a waiver or release of the CONTRACTOR'S duties provide all services in accordance with the requirements of this contract.

E. COMPLIANCE WITH ALL LAWS: The Contractor's provision of all materials and goods, and the performance of all work and services required of the Contractor hereunder shall be provided and performed by the Contractor in accordance with all applicable Federal, State, County and municipal ordinances, regulations and statutes. All statutes, rules and regulations that are applicable to the Contractor's performance shall apply as if set forth in full herein. The Contractor warrants and represents to the County that it is familiar with, and shall comply with all of the statutes, ordinances, rules, regulations and ordinances that are applicable to the Contractor's performance under this Contract.

F. GOVERNING LAWS: This Agreement shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of New Jersey, and any litigation brought by the parties arising out of this Agreement shall be brought only in the Superior Court, and venued in Atlantic County and the CONTRACTOR hereby voluntarily submits to the jurisdiction of said court.

G. OWNERSHIP OF CONTRACT DOCUMENTS: All materials, information, reports, drawings, plans or other documents which have been paid for by the COUNTY remain the property of the COUNTY and may be utilized for any County purpose. CONTRACTOR waives and relinquishes all patent, copyright, or other intellectual property rights, whether statutory or common law, in said reports or work products. In any contract requiring submission of reports or work products to appropriate officials of the COUNTY, it is agreed that all work products prepared pursuant to said Agreement are the property of the COUNTY and shall include a statement that such reports were prepared under Agreement with the COUNTY.

H. MODIFICATIONS: This Agreement may not be altered, modified or rescinded orally, but any written changes agreed upon and executed by both parties may be incorporated into this Agreement.

- I. **SUBCONTRACTING**: The Contractor shall be the party solely and fully responsible to the County for the performance of all requirements of the contract documents, at all times and in all respects. The Contractor shall not sell, transfer, assign, subcontract or otherwise dispose of his obligations to the County without first securing written approval of the County, which shall be based upon the Contractor 's written request for such approval accompanied by the Contractor's submission of proof, to the County's satisfaction, that the proposed Subcontract or other transfer shall not result in an impairment or reduction in services provided to the County, or result in a diminishing of the Contractor's obligations hereunder, and that the assignee, purchaser, successor or subcontractor meets or exceeds all requirements and qualifications set forth in the Contract Documents. No assignment or subcontract will be effective or deemed permitted without the prior written consent of the County as set forth herein. If a subcontract or other assignment is authorized by the County, the assignee or subcontractor shall enter into a supplement to this agreement affirming that it shall be bound by all of the terms, conditions and requirements set forth in the Contract Documents. In addition, the Contractor shall be solely responsible for making payments to its all subcontractors for all materials, goods, services and labor provided by such subcontractors in connection with the Work, to the extent that such amounts are justly due and owing, subject only to such offsets, retainage and other adjustments that may be permitted by law.
- J. **ASSIGNMENT FOR THE BENEFIT OF CREDITORS**: The Contractor shall not assign or transfer any payment or payments which may accrue hereunder, and shall not assign or transfer its rights, title or interests in this contract to any creditor, lien or judgment holder or other third party.
- K. **WAIVER**: The failure to enforce any of the terms and conditions of this Agreement by either of the parties hereto shall not be deemed a waiver of any other right or privilege under this Agreement or a waiver of the right to thereafter claim damages for any deficiencies resulting from any misrepresentation, breach of warranty, or non-fulfillment of any obligation of any other party hereto. In order for there to be a waiver of any term or condition of this Agreement, such waiver must be in writing and signed by the party making the waiver.
- L. **SEVERABILITY**: Should any provision to this Agreement be held invalid or unenforceable by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect. The inapplicability or unenforceability of any provision of this Agreement shall not limit or impair the operation or validity of any other provision of the Agreement.
- M. **CAPTIONS**: The captions herein are for convenience and reference only and in no way define, limit or describe the scope or intent of this Agreement or affect any of the terms or provisions hereof.

ARTICLE V: WARRANTIES

- A. **NON SOLICITATION**: The undersigned does hereby warrant and represent that this Agreement has not been solicited or secured, directly or indirectly, in a manner contrary to the laws of the State of New Jersey and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of this Agreement by any conduct, including the paying or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any COUNTY employees, officers or officials.

B. **QUALIFICATIONS:** The CONTRACTOR does hereby warrant and represent that it is qualified by training and experience to perform the required services in the manner and on the terms and conditions set forth herein.

C. **ABILITY TO PERFORM:** The CONTRACTOR does hereby represent that it is ready, willing and able to perform all services in the timeframe and as required by this Agreement, and that he and/or his subcontractors performing the work presently hold in good standing any and all necessary licenses for the lawful performance of said services within the State of New Jersey.

ARTICLE VI: INDEMNIFICATION

A. **GENERAL:** The CONTRACTOR agrees to protect, defend, indemnify and save harmless the County and its officers, directors, employees, agents, and other Proposers of each and any of them from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from any and all losses, claims, actions, costs, expenses, judgment, subrogation or other expenses by reason of any death real or alleged injury or damage to the person or property of others arising out of or incidental to the performance of the terms of this contract by the CONTRACTOR, excluding any alleged loss, claim, judgment, subrogation or other expense that shall have been exclusively caused by the negligent or wrongful act or omission of the County.

B. **PREMISES:** If it becomes necessary for the CONTRACTOR, either as principal or by agent or employee, to enter upon the premises or property of the County or any third party, in order to perform the services required hereunder, the CONTRACTOR covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of happenings of any accidents, injuries, damages or hurt to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the County from the payment of all sums of money by reason of all, or any, such accidents, injuries damages or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any municipal or County ordinance, regulations, or the laws of the State, or the United States, while the said work is in progress, excluding any alleged loss, claim, judgment, subrogation or other expense that shall have been exclusively caused by the negligent or wrongful act or omission of the County.

C. **ROYALTY, COPYRIGHTS, PATENTS:** The Contractor shall indemnify and save harmless the County against any and all claims for royalty, patent or copyright infringements or suits for information thereon which may be involved in the manufacture or use of the item to be furnished herein.

D. **SURVIVAL:** All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and Services and termination or completion of the Agreement.

ARTICLE VII. INSURANCE

A. **COVERAGE:** CONTRACTOR shall purchase and maintain during the entire period of this Agreement insurance coverage either:

_____ as specified in the insurance requirements set forth in the Request for Proposal (Exhibit A), or

_____ as specified in Appendix 2 which is hereby incorporated into this agreement.

_____ no insurance is required for this Agreement.

B. **DOCUMENTATION:** CONTRACTOR must provide the COUNTY with a certificate of insurance in accordance with the requirements of either Exhibit A or Appendix 2 prior to the COUNTY'S execution of this Agreement and payment of invoices for services rendered under this Agreement.

ARTICLE VIII: REGULATORY REQUIREMENTS

A. **AFFIRMATIVE ACTION AND NON-DISCRIMINATION:** CONTRACTOR agrees to comply with the requirements of PL 1975 c.127 (N.J.A.C. 17:27), which requirements are set forth in Appendix 1 which is attached hereto and incorporated herein.

B. **PREVAILING WAGE:** The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 (P.L. 1963, Chapter 150) is hereby made a part of every Agreement entered into by the COUNTY OF ATLANTIC, except those Agreements which are not within the scope of the Act. The successful CONTRACTOR and any of its subcontractors shall be obligated to pay the prevailing wage, to submit certified payrolls and documentation of compliance, and to permit on-site monitoring, including interviews with employees and review of subcontracts, by COUNTY representatives. The CONTRACTOR'S signature on this Agreement is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this bid are listed or are on record in the office of the Commissioner of the New Jersey State Department of Labor as one who has failed to pay prevailing wages in accordance with the provisions of this act. Every CONTRACTOR and subcontractor shall keep an accurate payroll record, showing the name, craft or trade, job title or classification, actual hourly rate of wages paid, hours worked, and total wages paid to each worker employed by him in connection with a public work project. The prevailing wage as published by the Department of Labor shall be noted on the payroll journal next to the actual wage rate paid. Payroll records shall be presented for a period of two years from the date of payment.

C. **NON-DISCRIMINATION:** The parties to this Agreement do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4, dealing with discrimination in employment on public contracts, and the Rules and Regulations promulgated pursuant thereunto, are hereby made a part of this Agreement and are binding upon them.

ARTICLE IX: DEFAULT

A. **WHAT CONSTITUTES A DEFAULT:** A default under the agreement shall include but not be limited to any of the following events:

1. Bankruptcy or insolvency of contractor, whether liquidating or non-liquidating;

2. Conviction of any principal of CONTRACTOR of any crime under the laws of the State of New Jersey or Federal laws, which, if committed by a public official, would disqualify that person from public employment;
 3. Breach of any term of the Agreement by the CONTRACTOR or the COUNTY
 4. Abandonment or discontinuation of the work by CONTRACTOR without the express written permission of or direction by the County;
 5. Failure of the County to make payments to the CONTRACTOR that are lawfully due and owing under this Contract, provided that such payments are not subject to any other reasonably valid offset, lien, claim or demand.
 6. Failure of Contractor to pay its subcontractors and/or suppliers, or any governmental authority any sums that are legally due and owing that are related to provision of goods or services related to this project.
 7. Assignment or subcontracting of the work or any part thereof or any monies due hereunder that is not authorized by the County as set forth in this Contract.
 8. Failure of the Contractor to commence and diligently perform all required work and services within the time limits specified for such performance by the County.
- B. **REMEDIES:** In the event of a default, the non-defaulting party shall be entitled to proceed with each and every remedy that may be available at law or in equity, including but not limited to: commencement of an action seeking specific performance, damages, and termination of this agreement as provided in Section X herein. The commencement of any rights or remedies by either party shall not be deemed to preclude resort to any other rights or remedies that may be available to such party.

Prior to commencement of any right or remedy pursuant to this section, the party alleging a default shall provide the defaulting party with written notice and an opportunity to cure, which shall in no event extend beyond 30 days from the date of the alleged default's occurrence.

C. **CONTINUING THE WORK:** During the pendency of any dispute or disagreement, the Contractor shall carry on the Work and adhere to the progress schedule, and shall not abandon, slow down or terminate its work, and no Work shall be delayed or postponed pending resolution of any disputes or disagreements, unless this Agreement is Terminated or such deviation from the Work or Work Schedule is directed by the County.

X. TERMINATION OF CONTRACT:

A. **TERMINATION FOR CONVENIENCE:** The County may terminate a Contract, in whole or in part, without showing cause, when the County determines that termination is in the best interest of the County.

B. **TERMINATION BY OWNER FOR CAUSE:** Without limitation upon any other right or remedy that may exist or be available to the County under the Contract Documents or generally as a matter of law or in equity, the County may terminate the Contract upon the Contractor's failure or inability

to perform in accordance with the terms and conditions set forth in this Contract, which shall include (but not be limited to):

- a) Persistent or repeated refusal or failure to supply enough skilled workers or proper materials;
- b) Failure to make payment to Subcontractors or suppliers for materials or labor, in accordance with the respective agreements between the contractor and the subcontractor;
- c) Persistent disregard of laws, ordinances, rules, regulations, orders, levies or assessments of a public authority having jurisdiction; or
- d) Substantial breach of a provision of the contract documents.

C. **NOTICE OF TERMINATION**: The County may terminate the contract for cause or convenience after giving the Contractor and the Contractor's surety, if any, seven days' written notice of the Termination.

D. **EFFECT OF TERMINATION**: Upon the effective date of termination for cause or convenience, all work shall cease and the contract shall be deemed terminated. The County shall pay all costs incurred by the Contractor up to the date of termination, less any credits or setoffs that are due and owing to the County, as specified by the Contract Documents. The Contractor will not be reimbursed for any anticipatory profits, or for any costs or expenses which have not been incurred for materials delivered or work performed for the County, at any time after the date of termination. In the event of a termination for cause, County's election to complete work shall not constitute a waiver of claims arising from the Contractor's default.

ARTICLE XI: ADDRESS FOR NOTICE

The address given below shall be the address of the representatives parties to which all notices and reports required by this Agreement shall be sent by mail:

County of Atlantic
County Executive
1333 Atlantic Avenue
County Office Building 8th
Floor
Atlantic City, NJ 08401

Copy to County Counsel
1333 Atlantic Avenue
County Office Building
8th Floor
Atlantic City, NJ 08401

Any notice or statement by any party shall be deemed to be sufficiently given when sent by prepaid certified mail return receipt requested, to any party at its address set forth hereinabove. This address shall remain in effect unless another address is substituted by written notice.

IN WITNESS WHEREOF, the parties hereto have duly signed and sealed this contract.

ATTEST:

COUNTY OF ATLANTIC:

Sonya G. Harris, Clerk
Board of Chosen Freeholders

Dennis Levinson
County Executive

ATTEST

CONTRACTOR:

Affix Corporate Seal, if
applicable

APPROVED AS TO FORM:

James F. Ferguson
County Counsel

APPENDIX 1

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

APPENDIX 2
INSURANCE REQUIREMENTS

A. GENERAL REQUIREMENTS

1. The Contractor shall provide and pay for insurance coverage of such type and in such amounts as will completely protect the Contractor and the County, its elected officials, officers, agents, servants, employees and assigns against any and all risks of loss (including costs of defense) or liability arising out of this contract.
2. The insurance shall be furnished by insurance companies with and "A-VII" (Excellent) or better Rating as published in the most recent editions of Best Insurance Key Rating and shall be authorized to conduct business in the State of New Jersey. Certificates showing insurance companies with A.M. Best rates which have been reduced below the County Required "A:VII" WILL NOT BE ACCEPTED.
3. Prior to submitting a Certificate of Insurance to the County, prospective bidders are advised to check with their insurance agent to assure that the Insurance Company shown on their certificate has a proper spread of risk, soundness of reinsurance, quality of assets, adequacy of loss reserves and experience of management which qualifies it to receive the "A-VII" (Excellent) or better Rating.
4. It is recognized that in some instances that insurance may be acceptable which is underwritten by an insurance company that is not reported in the BEST GUIDE, or the coverage is extended under a self-insured program. This insurance, or self-insurance, must be in conformity with the rules and regulations of the Commissioner of Insurance of the State of New Jersey. Any insurance or self-insurance of this type is subject to the review and acceptance by the County Counsel. Furthermore written proof of acceptability by the Office of the Commissioner of Insurance may be necessary.
5. The Contractor shall furnish the County with Certificates of Insurance, naming the County as an additional insured, as respects ongoing completed operations (Additional Insured Endorsement CG 20 10 10 93), is required. The Certificate shall set out the types of coverage, the limits of liability, describe the operation by reference to this contract and provide for (30 days) written notice to the County of cancellation or non-renewal. All deductibles and retention's shall be the sole risk of the Contractor.
6. The policies and specified limits of coverage must be effective prior to the commencement of work and must remain in force until final acceptance of the work under the contract. Contracts that involve construction, installation, or maintenance repair must maintain

completed operations insurance. In the event of interruption of any coverage for any reason, all work under the Contract shall cease and shall not resume until coverage has been restored.

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7. The Contractor shall insure that any subcontractor(s) or sub subcontractors have in force during the term of this contract insurance equal to the coverage as herein set forth, or any subcontractor(s) shall be included under the contractor's policy.
8. The Certificate and endorsements are to be signed by a person authorized by the insuring company(s) to bind coverage on it's behalf. Neither approval by the County nor failure to disapprove Certificates of Insurance furnished by the Contractor shall release the Contractor from full responsibility for all liability

including costs of defense. Insurance is required as a measure of protection and the Contractor's liability is not limited thereby.

9. The Certificate shall be subject to the review and approval of the County Counsel.
10. If at any time during the term of this contract or any extension thereof, if any of the required policies of insurance should expire, change or be canceled, it will be the responsibility of the Contractor to furnish to the County a Certificate of Insurance indicating renewal or an acceptable replacement of the policy prior to the expiration, change or cancellation so that there will be no lapse in any coverage.
11. Any policy of insurance that is written on a claims made basis shall, under the terms of this contract, be renewed or the coverage extended for a period of not less than three years and shall provide coverage for the period operations were performed by the contractor. Proof of such extension shall annually be presented to the County Counsel for the County of Atlantic and indicate the retroactive date of coverage or indicate that all prior acts coverage is provided.
12. Insurance or Risk Funding maintained by the County shall be considered as Excess over Contractors Insurance. Insurance or Risk Funding Maintained by the County of Atlantic does not provide protection for Contractors liability.

13. Certificates of Insurance shall show the Certificate Holder as follows:

COUNTY OF ATLANTIC
COUNTY OFFICE BUILDING
1333 ATLANTIC AVENUE
ATLANTIC CITY, NEW JERSEY 08401
ATTN: COUNTY COUNSEL

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

14. Questions regarding these insurance requirements may be directed to County Counsel at (609)-343-2279. Certificates for approval may be preliminarily submitted to County Counsel via fax (609)-343-2373.

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) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) 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.
- 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.
- 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.

5) NONDISCRIMINATION AND EQUAL OPPORTUNITY ASSURANCE

As a condition to the award of financial assistance from LWD, 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)

Atlantic County Workforce Development Board

2 South Main Street

Pleasantville, NJ

08232

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

The following are hereby designated:

1. Fiscal agent (as defined by the Workforce Innovation and Opportunity Act at section 107 and in related regulations at 679.420):
2. One-Stop Operator (as defined by the Workforce Innovation and Opportunity Act at section 121 and in related regulations at 678.600 through 678.635):
3. Workforce point of contact (as designated by the signee to be the contact point for the state of New Jersey for purpose of communication):

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications. I further certify that as the duly authorized representative, I retain the authority to accept funds and participate in the related programs with the agreement of the jurisdiction. The information provided below and the information provided herein, accurately reflect the desires and wishes regarding the use of these funds within this jurisdiction consistent with the requirements of the funding sources and our intent. Further, with my affixed signature, our jurisdiction agrees to follow and be responsive to the rules, laws, policies and plans developed by the federal and state governments related to the funds included in this agreement and require all subgrantees under this agreement to agree to same.

Dennis Levinson, County Executive

Printed Name and Title

Signature

Date

General Provisions

DEFINITIONS

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

- Grantor is defined as the New Jersey Department of Labor and Workforce Development, which is also referred to as LWD.
- Grantee is defined as any entity in direct receipt of funds by written instrument from LWD.
- Subgrantee is defined as any entity in receipt of funds from a grantee.
- Agreement refers to the contract with LWD, 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.

- o 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.

LWD 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 LWD and refund all money to LWD, 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.

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 LWD 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 LWD 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 LWD decides to impose such special conditions and/or restrictions, an LWD 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 LWD 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 LWD 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:

Records that adequately identify the source and application of funds for LWD-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 LWD;

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 LWD and the disbursement by the grantee, whenever funds are advanced by LWD.

C) LWD 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) LWD 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 LWD 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 LWD upon written notice to the grantee, until such time as the system meets with LWD approval.

- E) LWD 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 **OneStop 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 LWD, 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.

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. LWD 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 430(i)

LWD 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 LWD.

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 LWD to review. LWD 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. LWD 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 LWD. LWD 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. LWD 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. LWD retains the right to determine whether costs/rates within this category are excessive.

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. LWD 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. LWD 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 nonapplicable 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.

LWD 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 LWD of the amount or method of calculation.

6) MATCHING AND COST SHARING

The grantee shall be required to account to the satisfaction of LWD 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 II7-3 of the **One-Stop Comprehensive Financial Management Technical Assistance Guide**.
- B) Unless otherwise provided or specified, the grantee shall have no obligation to LWD 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.

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 LWD or his/her designee, the grantor will pay the grantee the contracted amount.
- B) A Payment Voucher (Form PV 6/93) form will be submitted in a form satisfactory to LWD, with supporting documentation that the contracted services are operational and will continue to be for the period specified in the agreement. At its discretion, LWD 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 LWD. 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 LWD 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) LWD reserves the right to build upon the audit received. Interim audits may be conducted at the discretion of LWD.
- 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 LWD.
- E) The grantee agrees to include in the engagement letter or agreement with any independent audit firm language that LWD is granted access to any and all workpapers that support or address any and all findings that are in regards to LWD 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 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 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, terminees, 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,

terminate, 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 – LWD 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 LWD, 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 \$1,000 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 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 LWD. Such material will be delivered to LWD 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, LWD 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 LWD upon notice given to the grantee and shall promptly be made available to LWD for inspection. LWD 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 Labor'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 Labor. The Department of Labor 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 State Appropriations Act and any amendments thereto that are in effect at the time of travel. If the grantee has an executed collective bargaining agreement, the rate of reimbursement may exceed the rate set by the State Appropriations Act for those individuals covered by the collective bargaining agreement, but 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/TaxProfessionals/Standard-Mileage-Rates>.

Reimbursements for meals, lodging and travel shall be governed by the state travel circular "Travel Regulations" that is in effect at the time of travel. The current circular can be found at the following website: <http://www.state.nj.us/infobank/circular/circindx.htm>.

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 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 LWD 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) LWD 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 LWD, 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. LWD 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 – LWD or grantee may request a termination for any reason. LWD or grantee shall give 30 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 – LWD 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, LWD 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 LWD for correction of the deficiencies. If the grantee does not respond within the appointed time with corrective plans satisfactory to LWD, LWD will serve a termination notice on the grantee which will become effective within 10 days after receipt. In the event of such termination, LWD shall only be liable for payment for services rendered 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 LWD 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 LWD 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 LWD 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 LWD, after completion of the agreement period or termination of the agreement. Closeout forms will be supplied by LWD.
- C) The grantee will, together with the submission of the closeout package, refund to LWD any unexpended funds or unobligated (unencumbered) cash advances except such sums as have been otherwise authorized, in writing, by LWD to be retained.
- D) Within the limits of the agreement amount, LWD 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 LWD 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 LWD 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 LWD 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, 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 LWD. The grantee acknowledges that LWD 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 LWD 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 LWD, 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 LWD 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 LWD 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 LWD or an event of default under the agreement and LWD 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 LWD beyond the duration of the award period set forth in the agreement and in no event shall the agreement be construed as a commitment by LWD 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.

Grant Specific Provisions

Please use this space to define the role, responsibilities of the following entities consistent with the Workforce Investment Act, the local workforce investment plan and the Workforce Investment Board/local elected officials Memorandum of Understanding:

Grant recipient: Atlantic County Government

Fiscal agent:

John Fata, Jr. (609) 485-0153, ext. 4806

Workforce Development Board:

Francis Kuhn (609) 485-0153, ext. 4805

LWD will provide the grantee a template to submit a line-item budget which indicates the projected use for all funds included in this agreement, which is due to LWD by October 31st of the respective program year. Unexpended funds that are expected to be available from previous agreements, which constitute carry-in, shall also be included in the budget. Such budget must indicate for each line item, the intended amount dedicated to the effort and indicate the various grant sources intended to pay for that function as part of cost allocation. Modifications are expected as funding and program priorities may change. It is the responsibility of the grantee to update the budget in a timely manner to reflect any such changes. Such budget must account for all dollars provided under this agreement and carry-in funds. The document must clearly indicate those new dollars reflected in any Notice of Obligation. All budgets shall clearly identify staff costs and indicate whether the cost constitutes an administrative or program cost. Accompanying the budget must be a staff roster which includes a listing of all positions that are a part of the budget and being funded, in whole or in part, with funds provided by this agreement. For each staff position, it should be clearly indicated the grant(s) which are funding the staff position, whether the position is charged against program or administrative costs and whether the position has direct customer contact with either client or employer customers. The budget document must include a cover letter indicating agreement on such budget with the signature of the lead elected official and the chair of the Workforce Investment Board. Also required is a statement of accomplishment for the previous year, acknowledgement of the previous year's performance, steps to be taken to ensure failure does not continue with risk of potential sanction and anticipated steps for continuous improvement undertaken by the entities funded by the agreement.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above general provisions.

Dennis Levinson, County Executive

Printed Name and Title

Signature

Date



Atlantic County

Department of Administrative Services

NOTICE TO BIDDERS

Dennis Levinson **ADDENDUM #2**

Tammi Robbins
Department Head

609/343-2289 FAX: 343-2204
TDD: 348-5551

County Executive

CC # 202311.2 REQUEST FOR A COMPETITIVE CONTRACT PROPOSAL FOR A ONE STOP OPERATOR REISSUE

Division of Human Resources
609/343-2211 FAX: 343-2202

Division of Information Technologies

THIS ADDENDUM SHALL BECOME A PART OF THE BID SPECIFICATIONS AND CONTRACT AND SHALL SUPERSEDE ANYTHING CALLED FOR PREVIOUSLY IN THE SPECIFICATION WHICH MIGHT BE IN VARIANCE. THIS ADDENDUM SHALL BE A PART OF AND ATTACHED TO THE CONTRACT DOCUMENTS.

NEW ATTACHMENTS Have been entered in BIDEXPRESS
Updated Budget Pages Updated Powerpoint
Updated Procurement Timeline

Question received Regarding using existing personnel

609/343-2289 FAX: 343-2204

Division of Budget and Purchasing
609/343-2268 FAX: 343-2193

Answer – The vendor is not required to use existing personnel but is encourages to interview.

END OF ADDENDUM NO. 2

Palma Conover, Purchasing Director
County of Atlantic, New Jersey

VERY IMPORTANT

PLEASE SIGN THE FOLLOWING ACKNOWLEDGMENT UPON RECEIPT OF ADDENDUM #2 AND FAX BACK TO ME AT (609-343-2193).

This page shall also be signed and uploaded to the bid packet ACKNOWLEDGMENT I, THE UNDERSIGNED, ACKNOWLEDGE RECEIPT OF ADDENDUM REGARDING BID SPECIFICATIONS FOR THE ABOVE REFERENCED BID.

Signature

Company



Atlantic County

Department of Administrative Services

NOTICE TO BIDDERS

Dennis Levinson **ADDENDUM #1**

County Executive

CC # 202306.2 REQUEST FOR A COMPETITIVE CONTRACT PROPOSAL FOR A ONE STOP OPERATOR

Tammi Robbins
Department Head

609/343-2289 FAX: 343-2204
TDD: 348-5551

Division of Human Resources
609/343-2211 FAX: 343-2202

Division of Information
Technologies
609/343-2289 FAX: 343-2204

Division of Budget and
Purchasing
609/343-2268 FAX: 343-2193

THIS ADDENDUM SHALL BECOME A PART OF THE BID SPECIFICATIONS AND CONTRACT AND SHALL SUPERSEDE ANYTHING CALLED FOR PREVIOUSLY IN THE SPECIFICATION WHICH MIGHT BE IN VARIANCE. THIS ADDENDUM SHALL BE A PART OF AND ATTACHED TO THE CONTRACT DOCUMENTS.

- **QUESTIONS RECEIVED AND ANSWERED – See Attached**
- **PY22 Median Earnings Summary as Attachment • PY22 Performance Summary as Attachment**

END OF ADDENDUM NO. 1

**Palma Conover, Purchasing Director
County of Atlantic, New
Jersey DATED:
September 6, 2023**

VERY IMPORTANT

**PLEASE SIGN THE FOLLOWING ACKNOWLEDGMENT UPON RECEIPT OF ADDENDUM #1
AND FAX BACK TO ME
AT (609-343-2193).**

**This page shall also be signed and attached to the bid packet
ACKNOWLEDGMENT I, THE UNDERSIGNED, ACKNOWLEDGE RECEIPT OF ADDENDUM
REGARDING BID SPECIFICATIONS FOR THE ABOVE REFERENCED BID.**

Signature

Company



Question

Will the deliverables repeat in each extension year? YES

Question

Can you provide the current organizational chart or staffing levels, please?

Current Staffing levels for contracted career services are as follows: **Adult and Dislocated Worker Staff:**

- 1 Supervisor
- 3 Senior Employment Specialists
- 2 Employment Specialists
- 3 Clerks

Youth Services

- 1 Supervisor
- 2 Employment Specialist
- 1
- 1 Clerk (Currently Vacant)

Question

The OSO is responsible for getting MOUs executed and maintained with mandatory partners? Or does the board get them, and the OSO maintains?

The Board is responsible for the MOUs. The OSO will manage the agreements.

Question

Do we budget for equipment? Leases?

Items for operations should be limited to cost of an internet provider. Computer, printer/copier and phone will be covered by the board.

Question

Contract price equals costs plus profit is the language used in the RFP. Is this amount to equal \$1.2M or is the profit negotiated above the \$1.2M?

The Total Amount is to equal \$1.2 million.

Question

Can we get updated customer service levels for PY22?

Updated service levels are provided in the performance detail that is attached.

Question

Can you provide performance data for the most recent contract year, actuals vs target? Is performance being met/exceeded?

Yes, See attached. Performance is currently being met or exceeded in all categories.

Question

Who is the current operator for the services in this procurement? There is no current operator.

Question

Are youth being served out of the career centers, or separate designated locations?

Youth are case-managed out of the Pleasantville One Stop Career Center. Services may be provided at that location or as part of procured In-School and Out-of-School Youth contracts created by the board and managed by the OSO/Career Services.

Question

Annual Budget is listed as \$1.2M for A/DW/Y and OSO. Will the board procure for additional services/programs in the future, i.e WFNJ?

All procured services are developed and administered by the board.

Question

Does the Board want one proposal to cover both components (OSO and A/DW/Y), or two separate proposals?

One proposal to cover both components.

I. PROCUREMENT PROCESS AND TIMELINE

Critical Date	Time	Procurement Action
December 22, 2023	12:00 p.m.	Deadline for questions/requests for clarification
January 5, 2023	n/a	Answers to questions posted at bidexpress.com
January 18, 2024	11:00 AM	Deadline for Proposal submittal
February, 2024	n/a.	Contract Notification/Beginning of Vendor Transition
	n/a.	Deadline for contract execution
		Transition Complete

One Stop Operator/ Career Services Info Session 12-06- 23

Information, Q&A for Re-Release of One Stop Operator/Career
Services RFP

WIOA Requirements

- ▶ WIOA Sect. 121 (d)(2)(A) - At least once every four years, the Local WDB must select the One Stop Operator through a competitive process;
- ▶ 20 CFR 679.370- Functions of the Local WDB... paragraph (I) , ...select the following providers in the local area...

subparagraph (3)... Providers of career services through the award of contracts, if the one-stop operator does not provide such services;

- ▶ Atlantic County Workforce Development Board- the competitive RFP for the One Stop Operator includes the provision of career services

20 CFR 678.620 What is the one-stop operator's role?

- ▶ (a) At a minimum, the one-stop operator must coordinate the service delivery of required one-stop

partners and service providers. Local WDBs may establish additional roles of one-stop operator, including, but not limited to: Coordinating service providers across the one-stop delivery system, being the primary provider of services within the center, providing some of the services within the center...

Primary expectations of One Stop Operator with contracted services:

- ▶ Coordinate/integrate service delivery of all partners to best benefit of One Stop/ AJC customers. Service Coordination includes strategic integration of partner services and grant awards to maximize the effectiveness of service delivery and resource utilization.

Career Services Included under One Stop Operator

- ▶ WIOA Adult and Dislocated Worker eligibility assessment, customer evaluation, counseling, training contract development, case management and follow-up services.

- ▶ Youth Services established as part of the contract include: eligibility assessment, customer evaluation, counseling, training contract development, case management and follow-up services.

ACWDB Responsibilities

- ▶ All Procurement and contract responsibility will be maintained by the workforce development board. Contract responsibility includes competitive contracts for youth services, (both in-school and out-of-school youth,) WorkFirst New Jersey, Individual Training Agreement, Work-based Learning contracts and literacy contracts.

- ▶ Services managed by the WDB include: Work First New Jersey, Literacy services, including Learning Link, Basic Education Assessment, high school equivalency testing, monitoring services, support services, job development/business services, fiscal and administrative services and the New Jersey Youth Corps.

RFP Contract Award Amount

- ▶ Grant Award: Not to exceed \$1.8 Million.
- ▶ 80% Cost Reimbursement

▶ 20% Performance Benchmarks

Performance Benchmarks

Six Benchmarks totaling \$360,000

- ▶ 1) 200 awarded training contracts
- ▶ 2) 80% of all completed training contracts result in training-related job placement
- ▶ 3) refer 70 eligible customers to identified job openings
- ▶ 4) assure 80% of all completed training contracts result in an industry valued credential

- ▶ 5) assure that state-mandated performance goals are achieved at 90% or above of the established target
- ▶ 6) case management reporting in AOSOS is in compliance with state monitoring requirements

Performance Benchmarks (cont.)

Provide a budget narrative for the six (6) benchmarks listed above. Benchmark amounts for each deliverable can vary between \$40,000 and \$80,000, but the total of all benchmarks must equal \$360,000. All six (6) benchmark areas must be addressed in this narrative. No benchmarks may be omitted.

DATA Updates, Performance Updates and QUESTIONS??

Customer Contracts- Current Program Year

- ▶ Current Performance Levels
- ▶ Current Eligibility Policy Updates