

County of Mercer

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

REQUEST FOR PROPOSALS

Workforce Development Partnership (WDP) for Literacy Programs

For The

Mercer County One-Stop Career Center

Located At

26 Yard Avenue, Trenton, NJ

**To Be Received On
Wednesday August 27, 2008 AT 11:00 A.M.**



PY 2008 & PY 2009

**ADVERTISEMENT
MERCER COUNTY ONE-STOP CAREER CENTER
REQUEST FOR PROPOSAL - WDP LITERACY PROGRAMS**

Notice is hereby given that on, **Wednesday, August 27, 2008 at 11:00 a.m.** (Prevailing time) proposals will be received by the Mercer County One-Stop Career Center, at 26 Yard Avenue, Trenton, New Jersey, for Workforce Development Partnership (WDP) Programs for Literacy.

The One-Stop announces the availability of WDP Literacy Program funding in the amount of \$209,883.00; for the following programs; Adult Basic Education (ABE)
General Educational Development (GED) Preparation
English as a Second Language (ESL)
Basic Computer Literacy
Literacy Tutor Training

Funds are for Program Year 2008 and Program Year 2009, period of October 1, 2008 through September 30, 2010 contingent upon receipt and approval for expenditure of funding.

RFP Specifications, Instructions and Proposal Forms may be obtained by; pick-up at the Mercer County One-Stop Career Center during office hours of 8:30 am to 4:30 pm; downloaded from the Mercer County web site <http://nj.gov/counties/mercer/>; or requested by e-mail: cdoolan@mercercounty.org. Proposals shall be made on the forms provided in the manner designated therein and required by the specifications.

Submission of proposals: **In person**: Mercer County One-Stop Career Center, 26 Yard Avenue, Trenton NJ 08609; **By mail**: Mercer County One-Stop Career Center, 26 Yard Avenue, P.O. Box 954, Trenton, NJ 08625-0954.

Clearly mark on the outside, Mercer County One-Stop Career Center PY 2008 & PY 2009 RFP - WDP Literacy ABE and/or GED; WDP Literacy ESL; WDP Computer Literacy; or WDP Literacy Tutor Training. This designation must also appear on the outside of Envelopes/Packages if sent by Express Mail. Proposals may be rejected if not submitted within time, date and place designated and if not accompanied by all of the required documents. No e-mail or faxed copies of the actual proposal will be accepted.

The RFP is open to community-based organizations, faith-based organizations, post-secondary and local educational institutions, post-secondary educational proprietary institutions, commercial (for profit) organizations, labor organizations, and government agencies.

The purpose of this Request for Proposal (RFP) is to solicit proposals from various entities to provide services that will assist individuals to secure or improve employment, attain a level of self-sufficiency, and ultimately enrich their lives through career advancement and life-long learning. Programs include; adult basic skills training (i.e. basic math; reading comprehension; computer literacy); English proficiency and work-readiness skills; and literacy tutor training. All programs must incorporate the Equipped for the Future Content Standards, which aims at, not only, improving communications skills (reading, speaking, listening), but also improving interpersonal skills, decision-making skills and lifelong learning skills. The only eligibility requirement that needs to be met is for the customer to be legally allowed to work in the United States.

A committee will evaluate each proposal. The criteria to be used in evaluating proposals include the following: Technical, Program Description (including past performance), Management/Administration, and Budget/Cost. Awards will be given to the proposals most advantageous to the program, with price and other factors considered.

A Technical Assistance Workshop will be held **on Monday, August 18, 2008 at 10:30 am**; at the **Mercer County Administration Building, Room 211, Trenton, New Jersey 08605**, and **while attendance is not mandatory, it is strongly encouraged, as this will be your only opportunity to ask questions.** To R.S.V.P. for the Technical Session or to request an RFP packet, contact Cathe Doolan, by phone at (609) 989-6521, or by e-mail: cdoolan@mercercounty.org.

Proposers are required to comply with the requirements of N.J.S.A.10: 5-31 et seq. and N.J.A.C. 17:27.
COUNTY OF MERCER, NEW JERSEY

INTRODUCTION

The Mercer County One-Stop Career Center (One-Stop) announces the availability of Literacy Program funding from **Workforce Development Partnership Program for Literacy (WDP) in the amount of \$209,883.00; for the following programs; Adult Basic Education (ABE); General Educational Development (GED); English as a Second Language (ESL); Basic Computer Literacy; and Literacy Tutor Training Funds.** Funds are for Program Year 2008 and Program Year 2009, contract period of October 1, 2008 through September 30, 2010.

The purpose of this Request for Proposal (RFP) is to solicit proposals from various entities to provide services that will assist individuals to secure or improve employment, attain a level of self-sufficiency, and ultimately enrich their lives through career advancement and life-long learning.

Programs include Adult Basic Education (i.e. basic math, reading comprehension, and communication); General Educational Development (GED) preparation; English as a Second Language (ESL); Basic Computer Literacy; and Literacy Tutor Training. A work readiness skills component should be included in programs targeting employment as its goal. All programs must incorporate the Equipped for the Future Content Standards that aims at not only improving communications skills (reading, speaking, listening), but also improving interpersonal skills, decision-making skills and lifelong learning skills.

These workforce investment services are intended to help individuals connect employers to a well prepared workforce, to improve the individuals long-term employment outcomes, advance to higher education, obtain their GED, enhance already acquired skills, and to promote life-long learning opportunities. These funds are for unemployed and under employed workers and the only eligibility requirement that needs to be met is for the customer to be legally allowed to work in the United States.

A new RFP will be issued in the event that additional funds become available; the One-Stop experiences a need to accommodate additional programs or services that may become necessary to meet N.J. Department of Labor & Workforce Development regulations; changes occur to Federal or State guidelines; or response to the RFP does not render complete appropriate opportunities for contract execution.

Selected applicants will be approved to provide services during Program Year 2008, period of October 1, 2008, through September 30, 2009, and Program Year 2009, period of October 1, 2009 through September 30, 2010. Further, dependent upon future needs, funding, and service provisions, contracts entered into as a result of this RFP may be extended at the discretion of the County in consultation with the WIB. All services provided with these funds must be conducted in a manner that meets the strategies developed and approved *in the New Jersey State Employment and Training Commission's, Strategic Five Year Unified State Plan for New Jersey's Workforce Investment System, and the Two Year Update: <http://www.njsetc.net/>*

FUNDING METHOD

Funding for these programs will be contingent upon receipt and approval for expenditure of Workforce Development Partnership Program (WDP) allocations from the N.J. Department of Labor and Workforce Development and approval for expenditure from the County of Mercer. Funds for this contract will only be encumbered by one program year at a time.

Funding for this contract may increase beyond the original contractual amount if additional funding becomes available. However, the contract must provide increased levels of service at the unit cost as specified within this RFP. Should this occur, the County reserves the right to increase or decrease the levels of service based upon allocation and no minimum or maximum is implied or guaranteed.

ADMINISTRATIVE CONDITIONS AND REQUIREMENTS

The following items express the administrative conditions and requirements of the RFP, as they will apply to the RFP process, the subsequent contract, and the project's production. Any proposed change, modification, or exception to these conditions and requirements may be the basis for the County of Mercer to determine the proposal as non-responsive to the RFP and will be a factor in the determination of an award of contract. The

contents of the proposal of the successful Respondent, as accepted by the County of Mercer will become part of any contract awarded as a result of this RFP.

RFP SCHEDULE

A schedule has been established for Respondent proposals, proposal review, contractor selection, project initiation and completion. The following dates have been established:

| ACTIVITY | DATE |
|---------------------------------------|--|
| Public Notice in the Times of Trenton | August 4, 2008 |
| Technical Assistance Workshop | August 18, 2008 |
| Proposal Submission | August 27 2008 at 11:00 a.m. |
| Proposal Committee Review | August 28, 2008 through September 12, 2008 |
| Notification of Awards | September 2008 |
| Program Start Date | October 1, 2008 |
| Program End Date | September 30, 2010 |

COUNTY REPRESENTATIVE FOR THIS SOLICITATION

Please direct all questions in writing to:
John C. Raines
Mercer County One-Stop Career Center
PO Box 954
26 Yard Avenue
Trenton, New Jersey 08625-0954

INTERPRETATIONS AND ADDENDA

Program requirements have changed for these WDP programs from past years. Respondents are strongly encouraged to **read this RFP very thoroughly BEFORE** attending the Technical Workshop and observe all its requirements. Be prepared to ask questions about the content of this RFP. **These questions should be addressed at this workshop, as it will be the only opportunity to ask such questions.** All interpretations and clarifications considered necessary by the County's representative in response to such comments and questions will be answered at the Workshop and the issued Addenda will also be placed on the County web site at least 3 days prior to submission due date and mailed to all parties recorded as having received the RFP package. Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements or clarifications are without legal effect. The addenda will be under "RFP Funding" on the Workforce Investment Board web site. The address for viewing Addenda is: <http://nj.gov/counties/mercerc/commissions/investment/>

AGENCY ELIGIBILITY

Any public or private agency/organization with demonstrated ability in the proposed program areas will be eligible for application to respond to this RFP and must be a legally established:

- For-profit (i.e. Sole Proprietorship, Partnership, Corporation and/or Limited Liability Corporations);
- Non-profit (i.e. Community-Based, Faith-based organizations);
- Educational Institution (i.e. 2 year, 4 year, Proprietary, Post Secondary and/or Local Education Agency);
- Labor Organization; and,
- Government Agency (Federal, State, County and/or Municipal), any and all of the above-stated agencies are eligible to apply for funding.

Non-profit organizations must possess a 501 (c) (3) designation from the Internal Revenue Services, be registered as a charity under the New Jersey Charitable Registration (Chapter 531) and provide proof of registration.

All organizations are required to submit proof of eligibility. Programs that include services that are provided in a classroom setting, including Job Search or Job Readiness programs, computer literacy, or any vocational/occupational training, must have approval to operate the program/course from the N.J. Department of

Labor and Workforce Development, and are required to be on the N.J. State Eligible Training Providers List; and/or the New Jersey Department of Education, Chapter 18, or other appropriate State certifying entity.

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

ESTIMATE OF QUANTITIES

The County of Mercer reserves the right to increase or decrease the quantities as may be deemed reasonably necessary or desirable to complete the work detailed by the contract. Such increase or decrease shall in no way violate this contract, nor give cause for liability for damages.

Funding for this contact may increase beyond the original contractual amount if or when additional non-county funding becomes available, however the contractor must provide increased levels of services at the unit cost referenced in the proposal. The County reserves the right to decrease or increase the levels of service based upon allocation and no minimum or maximum is implied or guaranteed.

The County also reserves the option of awarding multiple contracts based on the evaluation criteria and such contracts shall be awarded at the unit cost per service reflected in the contractor's proposal.

STATUTORY AND OTHER REQUIREMENTS

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

1. Statement of Ownership/Stockholder Disclosure: No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods, unless, with receipt of the proposal of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or greater interest therein. The Respondent shall complete and submit the form of statement that is included in this RFP.

2. Certifications & Representations

3. Certification Regarding Lobbying

4. Certification Regarding Debarment, Suspension and Ineligibility from Transactions

5. Mandatory Equal Employment Opportunity Language

6. Non-Discrimination Certification

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

8. Certification Regarding Drug Free Workplace Requirements

9. ADA Site Compliance Form: This form must be filled out in its entirety and a copy of your organizations ADA Plan should be available if requested by the County. The Americans with Disabilities Act (P.L. 101-336) prohibits discrimination based on disabilities in the areas of employment, public services, transportation, public accommodations and telecommunications. It requires all affected entities (businesses) to provide "reasonable accommodation" to persons with disabilities.

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

11. & 11 A. Affirmative Action Compliance Notice: No firm may be issued a contract unless it complies with the Affirmative Action requirements of P. L. 1975, C. 127 as identified in the documents attached hereto. The form (AA-302) available at <http://www.state.nj.us/treasury/forms.html#admin> shall be properly executed and submitted to the N.J. Department of Treasury, Affirmative Action Office (**hand written forms will no longer be accepted**). The Department of Treasury will issue a Certificate of Employee Information Report (CEIR), which is expected to be submitted with the proposal. If a form AA-302 is submitted then the CEIR must be sent to the One-

Stop as soon as notification of intent to award the contract. Failure to do so within the time limits prescribed may result in the bid being rejected as non-responsive. This Affirmative Action Compliance Notice applies to all in and out of state agencies who contract with the County.

12. Exhibit A

13. & 13A. Certification of Insurance Coverage and a copy of the (13A) Certificate of Insurance: with the County of Mercer, 640 South Broad Street, Trenton NJ 08650, listed as the additional insured certificate holder. The certificate must be current through the **contract period of PY 2008** and renewed again for PY 2009.

14. & 14A. N.J. Business Registration and a (14A) copy of the executed N.J. Business Registration Certificate: All vendors who wish to be paid by the County must provide a copy of this Certificate as required pursuant to C57, PL2004. **It is the vendors' responsibility to contact the Department of Treasury to find out if this Registration is not applicable to their program. If it is not applicable the vendor must issue a letter confirming this fact.**

The website for obtaining this registration is <http://www.state.nj.us/treasury/businesses.html>.

15. Excerpts From EEOC Sexual Harassment Guidelines

16. October 20, 2004 Revised contract Language for BRC Compliance

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

If any of these forms are missing; supply incorrect information in accordance with request; or are missing any of the attached requirements, points will be lost in the scoring of the proposal. Missing information will cause delays to submission for approval if awarded a competitive contract.

FAILURE TO ENTER CONTRACT

Should the Respondent, to whom the contract is awarded, fail to enter into a contract within a reasonable period, Sundays and holidays excepted, the County may then at its option offer and accept the proposal of another Respondent.

COMMENCEMENT OF SERVICES

The Contractor agrees to commence services on the program from the first day of the identified contract period, October 1, 2008 after receiving notice of contract approval. Services shall continue regularly, diligently and uninterruptedly at such rate of progress as will insure full completion of activities to contracted minimum level of service within the time specified and to the completion of services on September 30, 2010.

TIME OF COMPLETION

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

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

TERMINATION OF CONTRACT

If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor violates any requirements of the contract, the County shall thereupon have the right to terminate the contract by giving written notice to the contractor of such termination at least thirty

(30) days prior to the proposed effective date of the termination. Such termination shall relieve the County of any obligation for the balances to the contractor of any sum or sums set forth in the contract.

PAYMENT

For contracting purposes it is anticipated that the One-Stop will use a cost reimbursement method of payment.

Cost Reimbursement will be paid only for actual costs incurred and at agreed upon monthly intervals based upon cost not to exceed the program year fixed budget stated in the contract. Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and must be in correlation between the services claimed and the Line Item Budget. All invoices must be accompanied by proper documentation submitted in an orderly fashion to receive payment.

The County may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:

- Deliverables not complying with the project specification;
- A reasonable doubt that the contract can be completed for the balance then unpaid;
- If invoices submitted are not backed up with proper documentation;
- If costs submitted are deemed not allowable by the N.J. Department of Labor and Workforce Development.

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

The Contractor will be responsible for all payments to any hired subcontractors. The contractor must disclose to the County all payments made to Subcontractors.

COST LIABILITY AND ADDITIONAL COSTS

The One-Stop assumes no responsibility or liability for costs incurred by the Respondents prior to the issuance of an agreement. The liability shall be limited to the terms and conditions of the contract. Respondents will assume responsibility for all costs not stated in the proposals.

All hourly rates either stated in the proposal or used as a basis for pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the County of Mercer, for indirect costs, fees, postage, licensing, commissions, taxes, travel, subsistence, report preparation, meetings, administrative tasks, proposal preparation, administrative and clerical support, overhead, etc. are not to be billed and will not be paid.

OWNERSHIP OF MATERIAL

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

Ownership of all data, materials and documentation originated and prepared for the County of Mercer pursuant to this contract shall belong exclusively to the County of Mercer. All data, reports, computerized information; programs and materials related to this project shall be delivered to and become the property of the County of Mercer upon completion of the project. The contractor shall not have the right to use, sell or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the County of Mercer.

SUBCONTRACTORS

The County of Mercer will consider the primary contractor to be the sole point of contact with regard to contract matters. The primary contractor will be required to assume sole responsibility for delivery of all services. The primary contractor will not be permitted to add to or substitute subcontractors, which are shown on the list submitted with the RFP response, without obtaining prior written approval from the County of Mercer.

INSURANCE AND INDEMNIFICATION

The contractor covenants and agrees to produce and deliver to the County certificates of insurance written with an insurance company currently admitted in New Jersey, insuring the contractor and stating that the County of Mercer is an "ADDITIONAL NAMED INSURED WITH RESPECT ONLY TO LIABILITY COVERAGES AFFORDED BY THE POLICY.

Said liability insurance shall be the Comprehensive General Liability form including Premises Operations and include Independent Contractors, Products/Complete Operations, Explosion, Collapse and Underground Hazard, Broad Form Property Damage and Blanket Contractual.

A certificate of insurance for workers compensation shall also be provided to the County. 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 of Mercer in order to construct, erect, inspect, make delivery or remove property hereunder, the contractor hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accident, injuries, damages, or harm to person or property during the course of the work herein covered and his or her responsibility.

The contractor shall indemnify, defend and save harmless the County from and against any and all loss cost (including attorneys' fees), damages, expenses and liability (including statutory liability and liability under Workers' Compensation Laws) in connection with claims for damages as a result of injury or death of any person or property damage to any property sustained by vendor or all other persons which arise from or in any manner grow out of any act or neglect on or about the said premises by the contractor, their partners, agents, employees, customers, invitees, contractors, subcontractors, sub-subcontractors and vendors. This indemnification clause shall also include any and all claims and costs of same against the County, involving environmental impairment.

The contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability, Professional Liability, and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided the County of Mercer when required. In all cases where a Certificate of Insurance is required, the **County of Mercer, 640 South Broad Street, Trenton NJ 08650**, is to be named as an additional insured certificate holder.

GENERAL CONSIDERATIONS

Competitive Contracting is a "fair and open" formal procurement process governed by the New Jersey State Local Public Contracts Law and Rules, N.J.S.A 40A:11-1 et seq. The process utilizes an RFP containing thoroughly developed specifications and scope of services, criteria for evaluating proposals and statutorily required language and forms. Responses are ranked by a team, on the RFP criteria, using a detailed methodology leading to a recommendation to the governing body to award a contract based on price and other factors.

PROVIDING INFORMATION

RFP Packet will be available for pick up at the Mercer County One-Stop Career Center during regular business hours. The County shall provide access, within reason, and at no cost to the Contractor. A Technical Assistance Workshop will be held on **Monday, August 18, 2008 at 10:30 a.m.**; at the Mercer County Administration Building, Room 211, 640 South Broad Street, Trenton, NJ 08650. Attendance is strongly recommended, as this will be the only opportunity to ask programmatic questions.

LOCATION OF SERVICING OFFICE

The proposal must list the location and address of the present, active office, which will service and managed this project, and include the location and address of the building or office where the program is to be carried out.

PROPOSAL REQUIREMENTS

Method of Accomplishment: The RFP responses shall contain a narrative description of the proposed approach to the project. Restating of the RFP will be considered an unacceptable response. This section shall include a listing of the resources identified for use in the project.

Project “Unit of Services”/“Cost Per Participant based on Level of Service”: The One-Stop will define Unit of Service as Cost Per Participant (CPP) for Level of Service (LOS). The proposal shall include a projected Level of Service estimate based on, and corresponding to anticipated program costs. Proposals should include a LOS based on a cost per participant that shall remain fixed across program years or whether the LOS is adjusted upward or downward. The method of accomplishment for this program, as outlined in the Scope of Service and Narrative provided in this RFP, shall be inclusive in the LOS.

Qualification Statement: the Narrative and accompanying documents shall become part of the Qualification Statement that is to be provided by the Respondent who will serve as the Prime Contractor and all Subcontractors. This statement shall set forth details of the firms’ proposed program principal activities, the number of personnel in the firm who will be servicing this program, and the program locations, also identifying prior project experience.

PROPOSAL SUBMISSION INFORMATION

Submission Date:

Wednesday, August 27, 2008 at 11:00 a.m.

Where to Submit Proposals:

- **Walk-Ins, (UPS/FedEx) Deliveries:** Mercer County One-Stop Career Center, 26 Yard Avenue, Trenton NJ 08609; or,
- **By Mail:** Mercer County One-Stop Career Center, 26 Yard Avenue, P.O. Box 954, Trenton, NJ 08625-0954

Technical Assistance Workshop: Monday, August 18, 2008 at 10:30 a.m., at the Mercer County Administration Building, 640 South Broad Street, Room 211, Trenton, NJ 08650.

Letters of Intent: due on Friday, August 22, 2008.

Responses delivered before the submission date and time specified may be withdrawn upon written application of the Respondent who shall be required to produce evidence showing that the individual is or represents the principal(s) involved in the proposal. After the submission date and time specified above, responses must remain firm for a period of sixty-days (60).

- 1) Clearly mark the submittal package with the title of this RFP; **PY 2008 & PY 2009 WDP Literacy RFP** and include the name of the responding firm; and address to the Mercer County One-Stop Career Center.
- 2) Do not submit proposals in binders, folders, spiral bindings, tabbed booklets, etc. Proposals may be rejected if not accompanied by all of the requested documents.
- 3) Proposal Narratives should be specific with sufficient detail but no longer than five (5) typewritten pages, 11-12 point font, and 1-inch margins.
- 4) If you are submitting for both In-School and Out-of-School; submit a separate proposal for each and a complete set of attachments for each, signed in blue.
- 5) Use all headings in the same sequence as outlined on checklist (below). Failure to do so will make review of the proposal difficult for the evaluators and points will be lost.
- 6) Include organization name and requested funding source (i.e. WDP ABE/GED; WDP Computer; WDP ESL; or WDP Tutor Training as a header or footer on each page, and number the pages of the narrative.

- 7) Late or incomplete proposals will automatically be disqualified from consideration.
- 8) Handwritten proposals will be automatically disqualified from consideration.
- 9) **Forms-Budget Pages, Attachments 5, and Attachments 1-17:** these budget pages and attachments should only be one (1) page each (signature should be on the same page as the title heading) except for the ADA Checklist (2 pages). If through an error in formatting or printing the signature portion goes beyond the 1st page, it will be your responsibility to correct the formatting problem.

Submit one 1 Original: (clipped, not bound, or stapled) of the RFP and all requested attachment materials. The original proposal **must be signed in Blue Ink** to distinguish it from the copies.

Submit six 5 hard copies: stapled, of the RFP and all required attachment materials outlined in B. below.

Submit one 1 complete copy: of the organization's **2007 Audit**. Partial audits are not acceptable.

Organization Information: (pages 1, 2 & 3) should be the 1st three pages of the proposal package; these informational pages do not count as narrative.

Proposal Narrative: should be specific and detailed but no more than five (5) typed, single-spaced pages, 12–11 point font with 1 inch margins. Answer all questions concisely and include all requested documentation.

Operational and Program Summary: these pages do not count as narrative pages.

A. Proposal should be assembled and submitted in the following order:

- Organization Information, pages 1, 2, &3
- Narrative (Not to exceed 5 pages)
- Operational and Program Summary
- Budgets & Explanations (Line Item, Staff, Fringe Benefit, Facilities, Budget Narrative)
- Attachment A: Outline of Curriculum (No more than 2 pages)
- Attachment B: Statistical Data
- Attachment C: Organization Chart
- Attachment D: Staff Job Descriptions (no more than 1 page each)
- Attachment E: Customer Grievance Policy
- Attachment 1: Copy of Government Issued Legal Status Document
- Attachment 2: Copy Government Issued Eligibility Certification
- Attachment 3: List of Board Members, Principals, and/or Owners
- Attachment 4: One (1) Complete 2007 Audit (do not submit a partial audit)**
- Attachment 5: One (1) Complete set of signed (**IN BLUE INK**) 1-17 Assurances and Certifications and other Required State and County Documents

B. Five (5) Copies:

- Organization Information, pages 1, 2, &3
- Narrative (Not to exceed 5 pages)
- Operational and Program Summary
- Budgets & Explanations (Line Item, Staff, Fringe Benefit, Facilities, Budget Narrative)
- Attachment A: Outline of Curriculum (No more than 2 pages)
- Attachment B: Statistical Data
- Attachment C: Organization Chart
- Attachment D: Staff Job Descriptions (no more than 1 page each)
- Attachment E: Customer Grievance Policy

Copies should not include Attachment 1 through Attachment 5 listed in section A above. We require only one (1) complete Audit and one (1) complete set of signed original Assurances and Certifications.

EVALUATION, REVIEW AND SELECTION PROCESS

All proposals received by the deadline will be reviewed first for substantial compliance with this RFP and for fulfillment of the mandatory requirements. Proposals that are late, non-compliant, or fail to meet the minimum mandatory requirements may not be evaluated or receive the points necessary to be accepted for consideration.

Proposals that are timely, compliant, and meet the minimum mandatory requirements will be reviewed by the Evaluation Committee. Only members of the Evaluation Committee will grade the proposals. Written proposals will be evaluated and graded in accordance with the Evaluation Criteria provided below. Awards will be made to responsible organizations whose proposals are most advantageous to attaining the stated goals of the program, with price, and other factors considered. Recommendations for awarding of contracts and approval of service providers will be forwarded from the committee to the Mercer County Administration and the Mercer County Board of Chosen Freeholders.

EVALUATION CRITERIA:

The arrangement of the criteria is not meant to imply order of importance in the selection process. All criteria will be used to select the successful Respondent. The criteria considered in the evaluation of each proposal is as follows:

TECHNICAL MERIT: 10 points

Understanding of Requested Services And The Inclusion Of All Requested Documentation

This will be based on the extent to which the applicant demonstrated a thorough understanding of the required scope of work outlined in the RFP; and the extent to which the applicant demonstrates a comprehensive understanding of the program expectations.

The proposals will also be evaluated for general compliance with the instructions and requests issued in the RFP including all of the required statistics, attachments, certifications, representations and assurances. Non-compliance with the significant instructions may be grounds for lower scores or disqualification of proposals.

PROJECT DESCRIPTION: 45 points

Clarity of Program Proposed

Evaluation will be based on the extent to which the applicant clearly explains the WDP Literacy services to be provided. The evaluation will also include to what extent the following were explained: recruitment and retention strategies; assessments and plans for population to be served; clarity of measurable goals, extent to which the RFP expected outcomes were addressed, detailed past performance including the success/failure to meet outlined goals, and customer tracking. The applicant must demonstrate realistic time frames for meeting measurable program and contractual goals. Receipt of high quality service is of great importance to the County. Disregard of this directive may disqualify the Respondent from further consideration.

PROJECT ADMINISTRATION: 25 points

Experience of Program Staff and Personnel Qualification Statements

The applicant's proposal must demonstrate the technical skills necessary to meet WDP guidelines and regulations and the attainment of program goals. Key personnel should be identified as well as their program responsibilities. Key personnel will be evaluated on knowledge, experience, prior collaboration and successful completion of past services or those similar to that requested in this RFP.

Technical expertise of the organization shall be demonstrated by past experience in serving the same or similar populations with similar services and/or evaluation of most recent contracts with the One-Stop (if applicable).

In addition to relevant project experience, Respondents are asked to provide personnel qualifications in the Proposal (subcontractors' qualifications must also be detailed in this Qualification Statement of the proposal). The

County is interested in the ability of the Contractor to complete the project in a competent and expeditious manner based on the workload of the organization, availability of qualified staff, equipment, and facilities.

Respondents have the option of engaging the services of subcontractors for completion of this project. If the proposal involves any subcontractors, provide full details on the nature of work to be performed by them, the portion of budget allotted to them, and the location where the work will be performed and a separate Scope of Services & Program Summary.

BUDGET/COST/FINANCE: 20 points

Demonstration of Effective And Efficient Use Of Public Funds and Allowable Costs

Evaluations will be based on the extent to which proposed program costs are prudent, reasonable, and necessary; are adequately explained and justified in the budget narrative; and represent an effective and efficient use of public funds. Evaluations will also include to what extent effective coordination/integration of proposed Mercer County funding with the organization's (in-kind) existing resources and the explanation of any other proposed or existing outside funding (i.e. State grants, Consortium money, etc.); and the ability to identify the unit cost as it relates to amount of funding provided and in determining the expected level of service. Past or current contractors will also be reviewed on the timeliness and accuracy of previous financial submission requests.

NOTICE OF AWARD

The successful Respondent will be notified of the award of contract upon a favorable decision by the Mercer County One-Stop Career Center.

PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE

RFP responses shall remain open from the stated submittal date until the evaluators and the Administration have made all final decisions. The County will either award the contract within an applicable time period or reject all proposals.

The County may extend the decision to award or reject all proposals when the proposals of any Respondents, who consent thereto may, at the request of the County, be held for consideration for such longer period as may be agreed.

ALLOWABLE COSTS

Funding For Program Funds expended in this program shall be those as stated in the Agreement for the purposes and functions outlined, unless changed by an approved modification. The One-Stop will review all proposed budgets. If costs appear excessive or are not prudent and reasonable the One-Stop reserves the right to eliminate them from the program. The Contractor shall be entitled only to reimbursement for actual documented expenses incurred or obligated during the contract period, and only in the amount specified in the Agreement. Budgets that are well constructed, implement cost-effective approaches to development and delivery of programs and services, will be given competitive preference.

30-Day Submission Of Invoices All invoices, including the final invoice, shall be submitted within thirty-days (30) of either service rendered and/or within 30 days after the completion of the contract period.

WDP Literacy Participants All expenses and costs must be only within the contracted period and for services that include **only** Literacy customers who meet WDP eligibility requirements.

Cost Principles Contractors who are government or non-profit organizations must comply with federal cost principles as established in OMB Circulars A-87, A-21, or A122. These circulars establish government wide cost principles, including a requirement that salaries and wages charged to this contract be supported by personnel records or activity reports.

Budgets Amounts reported on the Line Item budget must be **program related, fully supported and justified** through information provided in the budget narrative. The budget narrative must have a demonstrated cost basis. The cost basis will show how you arrived at the estimate you have provided. In most cases, the cost basis will include a calculation (i.e. 20 note books @ \$3.00 = \$60.00). List items in the narrative in the same order as they appear in your line item budget. If any cost is unusual or estimated, provide documentation or an explanation to support your estimate. The reviewers will give competitive preference to Budgets that exhibit program costs that are prudent, reasonable, fully explained, and meet allowable cost guidelines.

Food Costs are not allowable as a separate line item. The cost for food as a direct cost is not an allowable expense as per N.J. Department of Labor and Workforce Development regulations. Food costs are allowable only if they are a necessary part of an activity (i.e. celebratory event, nutrition class, etc.). **Cost must be minimal and reasonable.**

Start Up Costs and Capital Expenditures (including the purchase of furniture, filing cabinets, cubicle partitions, etc.) are not an allowable expense unless the vendor has prior written approval from the N.J. Department of Labor and Workforce Development.

Indirect Costs and Administrative Costs, both in total, cannot exceed **7% for WDP** programs and must be program related. This includes expenses for audits, insurance, utilities, and office rental. Indirect Cost Plans must detail what expenditures will be covered and how they relate to this program and pending fiscal review may or may not be approved by the One-Stop.

Budget Modifications must be kept to a minimum; must have written approval from the One-Stop before implementation; and all budget modifications must be submitted **three (3) months** prior to the end of each program year contract.

PROPERTY

All property purchased with WDP funds remains the property of the N.J. Department of Labor and Workforce Development. The Contractor is responsible and accountable for all equipment and property purchased with funds under this agreement, including purchases made by any Contractor or Subcontractor receiving payment on behalf of the Contractor/Grantee. The Contractor shall maintain a current inventory of such property and equipment with a value of \$500 or more. Procedures for property records are as outlined in the N.J. Department of Labor and Workforce Development guidelines and the Contractor shall follow those procedures.

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

CONTRACT CLOSEOUT

A. The following definitions shall apply for the purpose of this Section:

- **Contract Closeout.** The closeout of the contract is the process by which the Grantor determines that the Contractor has completed all applicable administrative actions and all required work of the contract.
- **Date of Completion.** The date by which all activities under the contract are completed, or the expiration date in the award document, and or any supplement or amendment thereto.

B. The Contractor shall submit a closeout package no more than 30 days after completion of the (by Program Year) contract period or termination of the contract as per the terms of the Agreement, unless otherwise extended by the Grantor.

C. Any unexpended funds or unobligated amounts of the Contract at the end of the contract period will be returned to the State in accordance with State regulations, except such sums as have been otherwise authorized, in writing, by the Grantor to be retained.

D. Within the limits of the contract amount, the One-Stop may make a settlement for any upward or downward adjustments of costs after the final reports are received.

E. The Contractor is responsible for those costs found to be disallowed, including those of any Contractor or Subcontractor paid from funds under this grant or contract, and the Grantor retains the right to recover any appropriated amount after fully considering the recommendation on disallowed costs resulting from the final audit, even if a final audit had not been performed prior to the closeout of the contract.

F. The Contractor shall submit a report to account for any and all property received from the Grantor or purchased or acquired with funds under this grant, including any property received or acquired by a Contractor or Subcontractor under this grant.

SCOPE OF SERVICES FOR WORKFORCE DEVELOPMENT PROGRAM LITERACY (WDP)

BACKGROUND

The County of Mercer has been designated as a Local Area and Administrative Entity pursuant to the Workforce Investment Act of 1998, Public Law 105-220 (WIA). The Mercer Workforce Investment Board (WIB) is responsible for planning and oversight of workforce development activities in the county. The Administrative Entity, in concert with the WIB, is responsible for promoting adult literacy in the workplace for basic skills training for unemployed and employed worker. In accordance with regulations promulgated by the State departments and the State Employment and Training Commission (SETC), all services to be provided with these funds must be conducted in a manner that meets the strategies developed and approved in the *Workforce Investment Board (WIB)'s Five Year Strategic Plan*.

INTENT AND PURPOSE

As defined by the Workforce Investment Act of 1998 and adopted by the New Jersey State Council on Adult Literacy Education Services, literacy is an individual's ability to read, write and speak in English, compute and solve problems at levels of proficiency necessary to function in the job, in the family and in society. The purpose of this Request for Proposal (RFP) is to solicit proposals from various entities to provide services to promote adult literacy in the workplace for basic skills training (i.e. basic math; reading comprehension; computer literacy; English proficiency; and work-readiness skills), for unemployed and employed workers **All programs must incorporate the Equipped for the Future Content Standards** which aims at, not only, improving communications skills (reading, speaking, listening), but also improving interpersonal skills, decision-making skills and lifelong learning skills. These workforce investment services are intended to help individuals improve their long-term employment outcomes, promote life-long learning opportunities and connect employers to a well-prepared workforce.

TARGET POPULATION

The only eligibility requirement for customers to receive WDP Literacy services is that they be legally eligible to work in the United States. The populations to be served are individuals with varied literacy needs. Specifically, they primarily fall into the categories listed below.

- Non- and limited-English speaking residents who are:
 - a) Unemployed;
 - b) Employed in low-skill jobs where proficiency in the English language is required not only to enhance their employability but also to enhance their competitiveness in order to earn a self-sufficient wage. Many of these non- and limited-English speaking individuals also are illiterate in their own language;
 - c) Highly educated in their native language yet still lack the English-language skills that are required to perform effectively in both the workplace and society in this country
- Individuals functioning at the lowest education levels of adult basic education, who may be susceptible to falling through the cracks in the One-Stop process due to their long-term ABE needs. Many of the individuals who fall into this group can be defined as the working poor. The working poor are either not eligible or are recently off of public assistance and no longer receive benefits and are unable to rise above the poverty level due to their low-skill wage level.
- Many adults identified as being at the lowest level of adult basic education are those identified as learning disabled. Due to prior educational failure, these illiterate adults often have experienced disintegration of the realization of their potential as self-sufficient adults. In addition, they are frustrated in their efforts to help their children succeed in obtaining an adequate education. It is estimated that 50 to 80% of illiterate adults suffer from learning disabilities.
- Adults lacking basic computer proficiency need to be given a chance to obtain or increase their basic computer skills through our system. Gaining basic computer skills can both enhance and individual's employability as well as their role as a family member.
- Adults that are unable to be included in other funded contracts at your location (if applicable) i.e. programs that exclude people over 60 years of age.

AVAILABILITY OF FUNDING

The following depicts the anticipated funding available per program year as well as the period that allows for the obligation of these funds. Program Year 2008, period of October 1, 2008 to September 30, 2009 and Program Year 2009, period of October 1, 2009 to September 30, 2010. Contract Period: October 1, 2008 to September 30, 2010

The approximate amount of \$209,883.00 will be available per program year for the following programs:

- Adult Basic Education (ABE)
- General Educational Development Preparation (GED)
- English as a Second Language (ESL)
- Basic Computer Literacy
- Literacy Tutoring Training

Execution of contracts as a result of the acceptance of RFP submission will be contingent upon the appropriation and availability of federal/state funds, and on approval for expenditure, by the Mercer County Board of Chosen Freeholders. Selection of approved eligible providers will be made upon a determination that is consistent with the requirements of the funding sources in meeting required goals, levels of service, allowable costs and expected outcomes.

PROGRAM DESCRIPTION

It is our goal, partly through this RFP, to equip our customers with the necessary tools and skills for them to be successful in work, school, home and social environments. In order for us to accomplish this goal, we are seeking proposals that utilize innovative, creative, and non-traditional strategies. We strongly encourage partnerships. This will allow different agencies to provide services in their area of expertise without having the burden of providing all services requested. Skill attainment is an important feature of employment and training programs funded under the WIA.

The US Department of Labor has established core performance measures for all populations served, which is included in the National Institute for Literacy (NIFL) booklet, *Equipped for the Future Content Standards, What Adults Need to Know and Be Able to Do in the 21st Century*, the NIFL website can be viewed at: <http://www.nifl.gov/nifl/publications.html> and/or *Equipped For The Future Resources* can be viewed at: http://eff.cls.utk.edu/fundamentals/16_standards.htm.

Service providers should incorporate the 16 Equipped for the Future Standards into their curriculum to assure that customers are not only improving their communication skills but also acquiring interpersonal, decision-making and lifelong learning skills (see example of EFF Wheel in 7, Program Design, Item D.). At a minimum, service providers will be measured on their success in achieving the applicable outcomes. We also encourage the use of the MCOSCC resources available. For the purpose of clarity, adult literacy programs consist of the following components:

- Basic math;
- Reading comprehension;
- English proficiency;
- Basic computer literacy;
- Work readiness skills;
- Communications Skills;
- Decision-Making Skills;
- Interpersonal Skills;
- Lifelong Learning Skills.

EXPECTED OUTCOMES

Customers completing funded programs should be able to accomplish one or more of the following:

- Enter the workforce
- Improve current employment
- Further career opportunities

- GED attainment
- Advance to higher education
- Enhance already acquired skills
- Increase their literacy levels (ABE and ESL)

Specific expected outcomes will vary in accordance with instruction provided. These will be negotiated individually at time of contracting.

PROGRAM DESIGN

We are seeking proposals to address the following literacy needs:

Adult Basic Education (ABE) And General Education Development (GED)

Adult Basic Education (ABE): For individuals 16 and older: Reading and math, life skills and employability for students who score below 9.0 on the Test of Adult Basic Education (TABE).

General Education Development (GED): Applicants must score at or above 9.0 on TABE Reading Test and pass the practice GED test. Addresses 5 areas of educational development including writing, social studies, science, reading and math with a **Minimum score of 225**.

ABE Level 1 – Beginning ABE Literacy

- **Basic Reading and Writing:** An individual has no reading or writing skills in any language, or has minimal skills, such as the ability to read or write their own name or simple words.
- **Numeric Skills:** Individual has little or no recognition of numbers or simple counting skills or may have only minimal skills such as the ability to add or subtract single-digit numbers.
- **Functional and Workplace Skills:** Individual has little or no ability to read basic signs or maps, can provide limited personal information on simple forms and has few or no workplace skills.

ABE Level I - Beginning Basic Education

- **Basic Reading and Writing:** Individual can read and print numbers and letters but has a limited understanding of connected prose; can write sight words and copy lists of familiar phrases.
- **Numeric Skills:** Individual can count, add and subtract three-digit numbers; can multiply through 12; identify simple fractions and perform other simple arithmetic operations.
- **Functional and Workplace Skills:** Individual is able to read simple directions, signs and maps; fill out simple forms requiring basic personal information and make simple change.

ABE Level II – Low Intermediate Basic Education

- **Basic Reading and Writing:** Individual can read simple material on familiar subjects and comprehend simple and compound sentences containing familiar vocabulary; has difficulty with basic grammar and punctuation.
- **Numeric Skills:** Individual can perform with high accuracy all four basic math operations using whole numbers up to three digits; can identify and use all basic mathematical symbols.
- **Functional and Workplace Skills:** Individual can complete medical forms, order forms or job applications; read simple charts/graphs, labels and payroll stubs and simple authentic material if familiar with the topic.

ABE Level II – High Intermediate Basic Education

- **Basic Reading and Writing:** Individual can read text on familiar subject, can use context to determine meaning and can interpret actions required in specific written directions.
- **Numeric Skills:** Individual can perform all four basic math operations; determine correct math operations for solving narrative math problems and perform basic operations on fractions.
- **Functional and Workplace Skills:** Individual can handle jobs that involve following simple written instructions and diagrams; can read procedural texts (when supported by diagrams) to fix machinery or carry out repairs using manual.

ABE Level III – Low Adult Secondary Education

- Basic Reading and Writing: Individual can comprehend expository writing and identify spelling, punctuation and grammatical errors; can comprehend periodicals and non-technical journals on familiar topics; can listen to instructions and write accurate synthesis; writing is organized and cohesive.
- Numeric Skills: Individual can perform basic math functions with whole numbers, decimals and fractions; solve simple algebraic equations; develop tables/graphs and use math in business transaction.
- Functional and Workplace Skills: Individual can follow simple multi-step directions; read common legal forms and manuals; integrate information from texts, charts and graphs; is proficient in using computers.

ABE Level III – High Adult Secondary Education

- Basic Reading and Writing: Individual can comprehend, explain and analyze information from a variety of literacy works including professional journals; can use context and higher order processes to interpret meaning of written material.
- Numeric Skills: Individual can make mathematical estimates of time and space and can apply principles of geometry to measure angles, lines and surfaces; can also apply some trigonometric functions.
- Functional and Workplace Skills: Individual can read technical information and complex manuals; comprehend some college-level books; read text and explain a complex and unfamiliar work procedure.

English As A Second Language (ESL)

English as a Second Language (ESL): Designed for adults, whose native language is not English, the newly arrived immigrant who does not have even the most rudimentary ability to communicate in the English language, and/or demonstrate difficulty communicating in the English language. Emphasis is placed on identification of vocabulary, pronunciation and basic grammatical structures, the acquisition of the English language skills necessary to function effectively in an English-speaking environment. Adults who complete ESL programs often subsequently enroll in other basic skills programs.

ESL Beginning Literacy

- Speaking and Listening: Individual cannot speak/understand English or understands only isolated words and phrases.
- Basic Reading and Writing: Individual has no, or minimal, reading and writing skills in any language; there may be no or incomplete recognition of the alphabet; little or no comprehension of how print corresponds to spoken language.
- Functional and Workplace Skills: Individual functions minimally, or not at all, in English and can communicate only through gestures or a few isolated words; may recognize common signs or symbols (e.g., stop signs or product logos).

ESL Beginning

- Speaking and Listening: Individual can understand frequently used words in context and simple phrases spoken slowly; there is little communicative output; little or no control over basic grammar but there is some understanding of simple questions.
- Basic Reading and Writing: Individual can read and print numbers and letters but there is little understanding of connected prose; can write some basic sight words and familiar phrases; may be able to write simple sentences, phrases or messages.
- Functional and Workplace Skills: Individual functions with difficulty in situations related to immediate needs and in limited social situations; can use some simple phrases; can provide personal information on simple forms; can recognize common forms of print found in home and environment.

ESL Low Intermediate

- Speaking and Listening: Individual can understand simple learned and limited phrases containing familiar vocabulary spoken slowly and with frequent repetition; can ask and answer questions using such phrases.
- Basic Reading and Writing: Individual can read simple material on familiar subjects; can write simple notes and messages on familiar situations; shows some control of basic grammar.
- Functional and Workplace Skills: Individual can interpret simple directions, schedules, signs and maps; can fill out simple forms; can handle routine entry-level jobs that involve some oral or written English.

ESL High Intermediate

- Speaking and Listening: Individual can understand learned phrases and short new phrases containing familiar vocabulary; can communicate basic survival needs (with some help); can participate in conversations in limited social situations.
- Basic Reading and Writing: Individual can read text on familiar subjects; can use context to determine meaning; can interpret actions required in specific written directions; can write simple paragraph on familiar topic.
- Functional and Workplace Skills: Individual can meet basic survival and social needs; can follow simple oral and written instructions and has some ability to communicate on the telephone on familiar subjects; can write messages, complete basic medical forms and job applications; can work with, or learn, basic computer software.

ESL Low Advanced

- Speaking and Listening: Individual can converse on everyday subjects and some subjects with unfamiliar vocabulary; can speak creatively but with hesitation; has control of basic grammar; can comprehend abstract concepts in familiar contexts.
- Basic Reading and Writing: Individual can read simple texts on familiar subjects or from which new vocabulary can be determined by context; can write simple narrative description on familiar topics; has consistent use of basic punctuation.
- Functional and Workplace Skills: Individual can function independently to meet most survival needs; communicate on telephone on familiar topics; can interpret simple charts and graphs; can use all basic software applications and select correct technology in a new situation.

ESL High Advanced

- Speaking and Listening: Individual can participate effectively in face-to-face conversations on everyday subjects; can converse and understand independently in survival, work and social situations; can clarify general meaning and control basic grammar.
- Basic Reading and Writing: Individual can read authentic material on everyday subjects; can interpret descriptive narratives on familiar topics and gain meaning from unfamiliar topics; can write with a clear introduction and development of ideas.
- Functional and Workplace Skills: Individual has a general ability to use English effectively to meet most social and work situations; can interpret routine charts, graphs and tables and complete forms; can meet work demands requiring reading and writing and can interact with public; can use common software and learn new applications.

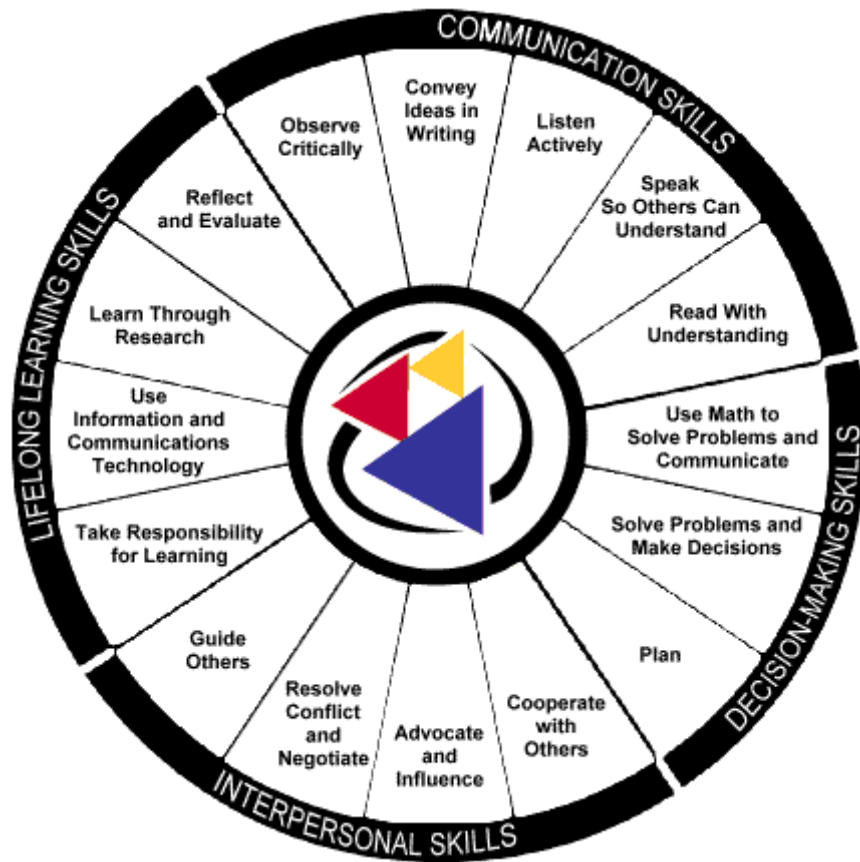
Basic Computer Literacy

This program should preferably be in conjunction with one of the other programs. The basic computer skills program should be a comprehensive introduction to familiarize the first time or less proficient user to the elements of the computer. The skills learned should focus on practical job search and work readiness skills that will enhance the participant's ability to seek employment. Expected program elements should include mouse basics, keyboarding, software programs (Microsoft Office Package for word processing, including cover letters and resume writing, saving information to files on the hard drive, disk or CD retrieving information, the use of printers, and E-mail and the Internet in the use of job search. There should also be a component of Basic English composition (i.e. clear writing style, organizing ideas, composition for resume cover letters, spelling, vocabulary and grammar).

Literacy Tutor Training

Literacy Tutor Training: Provide training for individuals interested in becoming literacy tutor volunteers. Completion of training will result in certified volunteers who will be able to provide one-on-one or small-group tutoring to adults who are looking to increase their ability to read, write and speak English proficiently. These are individuals with reading levels below the sixth grade who are not ready for the traditional classroom situation. Tutoring prepares these individuals to move on to formal adult basic education or occupational training.

Equipped For The Future (EFF) 16 Content Standards Wheel



ORGANIZATION INFORMATION & ATTACHMENTS 1 - 4

PROPOSAL MUST BE MODIFIED FOR EACH TYPE OF PROPOSAL

The undersigned bidder declares that he/she has read this RFP in its entirety including Notice to Bidders, Instructions to Bidders, Affidavits and Specifications attached, that he/she has determined the conditions affecting the bid agrees, if this proposal is accepted, to furnish and deliver the following:

Organization: _____

RFP Proposal Submission for: **ABE /GED /ESL /Computer Literacy /Literacy Tutor Training**
Circle One

Official Signatory: _____ Phone: _____
Sign Name

Official Signatory: _____ E-mail: _____
Print Name & Title

PY 2008 Level of Service: _____ **Cost Per Participant:** _____ **Amount Requested:** _____

PY 2009 Level of Service: _____ **Cost Per Participant:** _____ **Amount Requested:** _____

PY 2008 & PY 2009 Total Level of Service: _____ **Total Amount Requested: \$** _____

Federal Tax Identification Number (FEIN): _____
If your organization has more than 1 program site please list all FEIN's with addresses

NJ Business Registration Number: _____

NJ Charitable Registration Number: _____

Address (Program Site): _____

Address (Mailing – if different than above): _____

Contract Liaison: _____
Person to contact with specific questions concerning this proposal or contract

Telephone: _____ E-Mail: _____

Program Liaison: _____

Telephone: _____ E-mail: _____

Fiscal Liaison: _____

Telephone: _____ E-mail: _____

ATTACHMENT 1: Attach Copy Of CLASSIFICATION Labeled As “Attachment 1”

Classification- I.R.S./Legal Status of Applicant- Check applicable boxes:

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

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

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

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

For Profit Organization

Sole Proprietorship Partnership Corporation (“S” or “C”) Limited Liability Corporation.

Labor Organization

Government

Federal State County Municipal

ATTACHMENT 2: Attach Copy of GOVERNMENT ISSUED CERTIFICATION Labeled as “Attachment 2”

| Check All That Apply | Certified | Not Certified | Pending Certification Specify |
|---|-----------|---------------|-------------------------------|
| N.J. Department of Education – Higher Education | | | |
| N.J. Department of Education – Chapter 18 | | | |
| N.J. Eligible Training Providers List (ETPL) | | | |
| Department of Labor – Chapter 531 | | | |
| Local Education Agency | | | |

ATTACHMENT 3: Attach Copy of BOARD MEMBERS, OWNERS, PRINCIPLES Label "Attachment 3"

A. Is this a minority owned business? **No** **Yes**

B. Is this a small business? **No** **Yes**

C. Is this a women's business enterprise? **No** **Yes**

D. Total number of staff currently employed: _____ Full-time _____ Part-time: _____

E. Number of years in operation: _____

F. Have any of your contracts or grants from any source ever been terminated or suspended (totally or partially) for any reason? **No** **Yes** (attach explanations for D-E, Label **Attachment 3A**)

G. Has the organization been cited, fined or reprimanded for any regulatory, statutory, audit/financial or code violations within the last three years? **No** **Yes**

ATTACHMENT 4: Attach a copy of most recent AUDIT label "Attachment 4"

A. What year was your last Audit conducted? _____ (Include 1 complete copy of 2007 audit)

B. Were there deficiencies found? **No** **Yes** (attach explanations for B-G, Label **Attachment 4A**)

C. If yes, was corrective action taken? **No** **Yes**

D. Is the organization in receivership or bankruptcy? **No** **Yes**

E. Are any such proceedings pending? **No** **Yes**

F. Are there current liens against the organization? **No** **Yes** (attach explanation)

G. Does this organization has sufficient resources for project start-up expenses, (Approximately 4 month's cash)?
 No **Yes**

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

NARRATIVE

Narrative should be no more than a **maximum of 5 pages**, and should be used to answer all items in the Program Description, Agency Administration and Budget and Finance. Answers should be clear concise and to the point. Use 11 or 12-point font and 1-inch margins.

PROGRAM DESCRIPTION

1. **Organization:** If this is the first time submitting a proposal to Mercer County One-Stop, briefly describe the philosophy/mission of your organization and history of delivering similar services to this population. (If you applied and received a contract within the last four years, you may skip question no. 1).
2. **Program Activity:** State the population and program services you are applying for, the amount you are requesting, the number of WDP customers you intend to serve, and the cost per participant. Describe the program and the method of delivering services to customers. **If you are providing services under the Mercer County Title II Consortium, clearly and specifically describe how the WDP services and/or population to be served are different.** Briefly outline the curriculum. Give a timeline of what the customer will experience from entry into program to completion. Describe how you will incorporate the EFF elements, and any the appropriate federal and State requirements. Detail any component related to employment. (**ATTACHMENT A: Outline of Curriculum, 1 to 2 pages maximum**)
3. **Recruitment and Retention:** Describe how you will recruit customers into your program. Describe the actions you will take to engage, retain, and motivate the customers enrolled in your program. Identify how you would recruit customers who have been excluded in other programs.
4. **Assessment Activities:** Briefly indicate specific tools that will be used to assess the customer including pre/post testing. State the staff responsible for interpreting these assessments. Describe how the evaluation of the individual skills and strengths will be incorporated into developing successful outcomes.
5. **Measurable Goals:** Describe your specific program goals and the steps that will be taken to achieve those goals. Identify how you will ensure that the WDP expected outcomes are met and documented.
6. **Previous Contracts:** If you were awarded a contract by the One-Stop in PY 2007, PY 2006 or PY 2005; utilizing data from these contracts, give a brief synopsis on the success or failure of meeting outlined goals and/or why you excelled or fell short of those goals. Identify what changes or improvements you would apply to the PY 2008 program if awarded.

Include 1 to 2 pages of statistical performance outcomes for WDP Customers served, (**ATTACHMENT B: Statistical Data**). Statistical data should include:

- a. The Program Year Contract Number
 - b. Funding source and Service Provided (i.e. WDP ABE/GED, etc.)
 - c. Contracted Level of Service
 - d. The actual number of customers enrolled
 - e. The number of customers who completed the program
 - f. The number of customers that met specific program expectations,
7. **If No Previous Contract:** If you have not previously contracted with Mercer County One-Stop give a synopsis and description of your most recent programs serving similar populations. Describe the success of meeting outlined goals and/or why you fell short of those goals. Create a statistical data sheet utilizing information similar to what is requested in a-h of Narrative question Number 7 to show your performance outcomes in serving these similar populations (**ATTACHMENT B: Statistical Data**).
 8. **Tracking Customer Progress:** Briefly describe the procedures and activities that will be used to track individual customer progress during program.

AGENCY ADMINISTRATION

1. **Program Supervision:** Briefly delineate the lines of supervision for this program. How is contract and program information (i.e. expected Level of Service, program goals, etc.) filtered from the administration to the program operators? Include one organization chart that outlines program lines of supervision in relationship to this contracted program as well as overall agency operation. (**ATTACHMENT C: Organizational Chart**)
2. **Key Staff:** Briefly identify the key (program only) staff by name and describe their respective functions in the implementation of this program. Include who will be responsible for; classroom time with customers; all documentation for certification and files; submission of program all reports; operation of any employment training programs, etc. (**ATTACHMENT D: Key Program Staff, 1 page job description**).
3. **Monitoring of Program:** Detail how your organization will conduct internal monitoring to ensure the success of this WDP program; include the steps necessary to identify problems within the program; and include how you will ensure constant improvement of services of identified problems.
4. **Fiscal:** List the name of staff in your agency that will be responsible for the accounting and maintaining the fiscal records as they relate to this grant. Give a very brief synopsis of their experience with administering WDP grant costs and expenditures and knowledge of federal and State requirements (OMB Circulars and General Accepted Accounting Procedures (GAPP, etc.).
5. **Identify Resources:** Briefly identify resources available for the provision of services, (i.e. number of computers, technical equipment, etc).
6. **Collaboration and Cultural Diversity:** Very briefly describe how your organization collaborates with other Mercer County partners, employers, social service agencies, or providers to enhance your program and/or leverage resources. How are cultural capacity/diversity issues addressed within your agency and within your program? Do not include letters of recommendation.
7. **Customer Grievance Procedure:** Briefly explain your agency policy and how you measure Customer satisfaction. (**ATTACHMENT E: Customer Grievance Policy**)

Utilizing the Scope of Services: Operational and Program Form (that follows this narrative) fill in all of the following information:

8. **Physical Location:** Give the address and location of where program activity will take place, and briefly address the following; what is the maximum capacity per day, per week, what is the Customer to Staff ratio. Also, briefly describe the physical layout and accessibility for target populations, are there limitations for persons with disabilities, and what is the availability to/of public transportation. If your program is offered at more than one location, include a separate Scope of Services Form for each individual site. If Subcontractors are being utilized, fill out a separate Scope of Services Form identifying their information.
9. **Program Hours/Days:** On the Program Summary, list specific hours of program service provision. List days and hours Customers will attend programming. Attach a list of all start dates for the program year starting with October 1, 2008 and include a Holiday Closings Schedule.

FISCAL: BUDGET

1. **BUDGETS:** Submit a well-defined budget in keeping with cost category caps and leveraging of costs with other programs in operation at the program site.
2. **FORMS:** Complete all budget forms correctly and double check math in columns across and down. There should be no math errors. Budgets should fit on 1 page, if they have gone beyond that after you have entered the information it may be necessary to reformat size.

3. **EXPLANATION:** Include a justification and explanation for all line item costs. All in-kind fund need to be explained. Any anticipated or existing Grants and/or other similar funding (i.e. consortium or State Grants) will need to be included in the budget narrative.

SCOPE OF SERVICES: OPERATIONAL & PROGRAM SUMMARY FOR PY 2008 & PY 2009 WDP LITERACY

Below is a list of all WDP Program Elements. Check off the services that your organization is going to provide through the program you offer. These should be detailed in the narrative.

Adult Basic Education

- ABE Level 1-Beginning ABE Literacy
- ABE Level 1-Beginning Basic Education
- ABE Level II-Low Intermediate Basic Education
- ABE Level II-High Intermediate Basic Education
- ABE Level III-Low Adult Secondary Education
- ABE Level III-High Adult Secondary Education

General Educational (GED) Preparation

Literacy Tutor Training

Basic Computer Training

English as a Second Language

- ESL Beginning Literacy
- ESL Beginning
- ESL Low Intermediate
- ESL High Intermediate
- ESL Low Advanced
- ESL High Advanced

1. ORGANIZATION: _____

2. FUNDING SOURCES: _____

3. PY 2008 Level of Service: _____ **Cost Per Participant:** _____ **Amount Requested:** _____

PY 2009 Level of Service: _____ **Cost Per Participant:** _____ **Amount Requested:** _____

PY 2008 & PY 2009 Total Level of Service: _____ **Total Amount Requested: \$** _____

4. MAXIMUM CUSTOMER SEATING AVAILABILITY AT ANY ONE TIME: _____

5. STAFF TO CUSTOMER RATIO: _____

6. CUSTOMER PARTICIPATION: Per individual youth, from Enrollment to Completion, how many hours per week and how many weeks per year will each youth participate in this program?

7. ADDRESS AND LOCATION OF PROGRAM SITE: If more then one location, submit a separate Scope of Service for each.

8. PROGRAM DAYS AND HOURS OF OPERATION:

Days And Hours:

- Monday/Hrs. _____ Tuesday/Hrs. _____ Wednesday/Hrs. _____
 Thursday/Hr. _____ Friday/Hrs. _____ Saturday/Hrs. _____

9. ADA COMPLIANCE:

Is Program is accessible to: Persons with Disabilities: Yes No

10. TRANSPORTATION:

Is Transportation provided by the organization? _____ Yes _____ No (If yes explain)

Is Public Transportation available to program site: Yes No

NJ Transit Bus No.(s) _____

Closest Stop _____

11. PROVIDE A PROGRAM SUMMARY OF NARRATIVE:

12. PROVIDE A LIST OF PROGRAM COMPONENTS WITH ANTICIPATED TIME FRAMES:

13. LIST PROGRAM OBJECTIVES AND OUTCOMES:

14. IF APPLICABLE TO PROGRAM; PROVIDE FULL EXPLANATION FOR PAYMENT OF INCENTIVES OR STIPENDS INCLUDING BENCHMARKS AND AMOUNTS:

15. ENTRY AND EXIT SCHEDULE FOR PROGRAM

Include a List of all Holiday Closings for the Program Year by Day, Date & Year.

BUDGET SUMMARY and BUDGET NARRATIVE

Program Site Address: _____

Is building **Rented** or **Owned**: circle one

Total square feet of facility _____ **Percentage charged to this grant*** _____

Contract square feet _____ x rate/sq. ft. _____ x _____ months = \$ _____

Utilities included in cost of rent: _____

PROVIDE FULL EXPLANATION OF COSTS:

Provide explanations regarding item requests in this budget. All proposed costs will be reviewed by the One-Stop to assure they are reasonable, necessary and pertinent to the effective operation of this program.

1. OFFICE SUPPLIES: List all program related office supplies with prices and provide justification for program need.

2. INSTRUCTIONAL MATERIALS: List all instructional items with prices and provide justification for program need.

3. EQUIPMENT: List all equipment with prices that will be rented or purchased with these funds, provide justification for program need and please note: **All Equipment purchased with WFNJ or WIA funds remains the property of NJ Department of Labor & Workforce Development and may have to be given to LWD at contract termination.**

4. UTILITIES: list all utilities that will be charged to the program, include full amount paid and break down percentage charged to this program.

5. TRANSPORTATION: Include explanation for any and all costs, staff travel and/or program, and why these costs are necessary to the program, Customer transportation, what is being paid for and why are these costs necessary to the program.

6. INCENTIVES OR STIPENDS: These must be briefly detailed in this paragraph but fully detailed in Program Summary.

7. PASS THROUGH/ INDIRECT OR ADMINISTRATIVE COSTS: **Can not exceed 7% for WDP programs**, these costs must be detailed with explanation as to what is being paid for and how costs were determined.

8. INCLUDE A LIST OF ANY IN-KIND AND/OR OTHER SOURCE OF FUNDING: List any and all other Corporate, Foundation, Private, Federal, State, County, or Municipal grants, awards, contracts or income. If you have other grants or income that support your organization; or if any other programs will be operating at the same facility, **do not charge 100% to this program to WIA**, leverage a percentage of costs against the other income. **Leveraged costs must be consistent across the budget.**

9. OTHER: detail any item or program cost listed as other.

NOTE ON FOLLOWING LINE ITEM BUDGETS: All applicants must complete this part for each service or activity being proposed. This will help ensure that all applicable costs of materials and services to be supplied for customers are covered in any resulting contracts between the One-Stop Career Center and the Contractor. In-Kind and/or Other Source of Funding: Leverage a percentage of costs against other and/or In-Kind income. Leveraged costs must be consistent across the budget. (See item 8 on Budget Narrative page)

LINE ITEM BUDGETS (Do not substitute or alter the following forms)

Organization:

PY 2008 contract period October 1, 2008 to September 30, 2009

WDP Literacy ABE - GED - ESL - Computer Literacy – Literacy Tutor Training

| Projected Costs for PY 2008 | Cost Reimbursement | In-Kind /Other Sources of Funding | Total Budget |
|---|---------------------------|--|---------------------|
| Staff Salaries | | | |
| Total fringe benefits ___%: detail on following page | | | |
| Rent: ___% charged to this program. Is building Owned or Rented : circle one | | | |
| Utilities specify type and ___% to be charged to this program | | | |
| Office supplies (consumable):attach a list and prices for supplies | | | |
| Instructional materials (consumable): attach a list of materials and prices | | | |
| Equipment: ___% attach a list with prices | | | |
| Staff travel: \$. ___ per mile times ___ approximate miles | | | |
| Telephone: ___% charged to this program | | | |
| Profit Private for profits only | | | |
| Transportation: provide a detailed explanation and ___% of cost to program | | | |
| Other: please specify | | | |
| Other: please specify | | | |
| | | | |
| | | | |
| Total Budget | \$ | | \$ |

Organization:
PY 2009 contract period October 1, 2009 to September 30, 2010
WDP Literacy ABE - GED - ESL - Computer Literacy – Literacy Tutor Training

| Projected Costs for PY 2009 | Cost Reimbursement | In-Kind /Other Sources of Funding | Total Budget |
|--|---------------------------|--|---------------------|
| Staff Salaries | | | |
| Total fringe benefits ___%: detail on following page | | | |
| Rent: ___% charged to this program. Is building Owned or Rented : circle one | | | |
| Utilities specify type and ___% to be charged to this program | | | |
| Office supplies (consumable): attach a list and prices for supplies | | | |
| Instructional materials (consumable): attach a list of materials and prices | | | |
| Equipment: ___% attach a list with prices | | | |
| Staff travel: \$.___per mile times___approximate miles_ | | | |
| Telephone: ___% charged to this program | | | |
| Profit Private for profits only | | | |
| Transportation: provide a detailed explanation and ___% of cost to program | | | |
| Other: please specify | | | |
| Other: please specify | | | |
| 10% Performance Based | | | |
| | | | |
| Total Budget | \$ | | \$ |

STAFF BUDGET FOR PY 2008

Totals must agree with "RFP Request" Staff Salaries Line Item Budget amounts for WFNJ funding, do not include in-kind amounts.

| Position/Title | Annual Salary | Percent Charged To Contract | | | |
|--|---------------|-----------------------------|---------------|-----------|-----------|
| | | No. Of Weeks | Weekly Salary | % Of Time | TOTAL |
| 1. | | | | | \$ |
| 2. | | | | | \$ |
| 3. | | | | | \$ |
| 4. | | | | | \$ |
| 5. | | | | | \$ |
| 6. | | | | | \$ |
| 7. | | | | | \$ |
| TOTAL PY 2008 STAFF COSTS CHARGED TO THIS PROGRAM | | | | | \$ |

STAFF BUDGET FOR PY 2009

| Position/Title | Annual Salary | Percent Charged To Contract | | | |
|--|---------------|-----------------------------|---------------|-----------|-----------|
| | | No. Of Weeks | Weekly Salary | % Of Time | TOTAL |
| 1. | | | | | \$ |
| 2. | | | | | \$ |
| 3. | | | | | \$ |
| 4. | | | | | \$ |
| 5. | | | | | \$ |
| 6. | | | | | \$ |
| 7. | | | | | \$ |
| TOTAL PY 2009 STAFF COSTS CHARGED TO THIS PROGRAM | | | | | \$ |

STAFF FRINGE BENEFIT BUDGET FOR PY 2008

List fringe benefits that will be paid for (i.e. FICA, Unemployment, Workers Compensation, Medical etc.) Total Benefit Costs Charged To This Program, must agree with "RFP Request" Total Fringe Line Item Budget amounts for WFNJ funding, do not include in-kind amounts.

| Total Amount of Staff Fringe Benefits (List Benefits Included) | Annual Amount | Percent Charged To Contract | | | |
|---|---------------|-----------------------------|---------------|-------------|-------|
| | | No. Of Weeks | Weekly Amount | % Of Amount | TOTAL |
| 1. | | | | | \$ |
| 2. | | | | | \$ |
| 3. | | | | | \$ |
| 4. | | | | | \$ |
| 5. | | | | | \$ |
| 8. | | | | | \$ |
| TOTAL PY 2008 BENEFIT COSTS CHARGED TO THIS PROGRAM | | | | | \$ |

STAFF FRINGE BENEFIT BUDGET FOR PY 2009

| Total Amount of Staff Fringe Benefits (List Benefits Included) | Annual Amount | Percent Charged To Contract | | | |
|---|---------------|-----------------------------|---------------|-------------|-------|
| | | No. Of Weeks | Weekly Amount | % Of Amount | TOTAL |
| 1. | | | | | \$ |
| 2. | | | | | \$ |
| 3. | | | | | \$ |
| 4. | | | | | \$ |
| 5. | | | | | \$ |
| 8. | | | | | \$ |
| TOTAL PY 2009 BENEFIT COSTS CHARGED TO THIS PROGRAM | | | | | \$ |

Assurances and Certifications, General Administrative Regulatory Provisions

Through submission of this proposal the organization does assure and agree that it will fully comply with all requirements of the following, including any amendments or additional requirements, which may be promulgated during the inclusive period of October 1, 2008 through September 30, 2010:

- The Workforce Investment Act of 1998
- USDOL, Employment and Training, WIA Final Rules (20 CFR Part 652 et. al) and State regulations
- Interim Final WIA Regulations, 20 CFR Part 664, published at 64 Fed. Reg. 18662, 18713 (April 15, 1999) and any amendments thereof not published as a Final Rule
- Fair Labor Standards Act of 1938 (29 U.S.C. 203(m), as amended by the Minimum Wage Increase Act of 1996
- Personal Responsibility and Work Opportunity Reconciliation Act of 1996, including the Title VIII of the Welfare-to-Work, and amendments thereof of 1999
- United States Department of Labor (USDOL) rules and regulations that may be promulgated as it relates to WIA
- WIA Non Discrimination Section 188 and Regulations at 29 CFR Part 37
- Prohibition on Nepotism, WIA interim regulation sec. 667.200(g)
- Migrant and Seasonal Farm Workers, 20 CFR 653
- U.S. Welfare to Work Act, rules regulations, directives and procedures of federal and state DOL departments
- Wagner Peyser Act, Chapter 41 of Title 38
- Architectural Barriers Act of 1968
- Section 503 and 504 of the Rehabilitation Act of 1973, as amended
- Allowable Costs Provisions under the WIA, 20 CFR Part 652, et seq.
- Social Security Act (47 U.S.C. 301 et seq.)
- Americans with Disabilities Act of 1990
- Uniform Administrative Requirements for State and Local Governments (as amended by the Act) 29 CFR Part 97
- Single Audit Act, 29 CFR Part 96 (as amended by OMB Circular A-133)
- OMB Circular A-87 Cost Principles (as amended by the Act)
- Federal/New Jersey Conflict of Interest (and directives)
- 29 CFR Part 31, 32 - Nondiscrimination and Equal Opportunity Assurance (and regulations)
- OMB circular 110 (as amended)
- OMB circular A122 (as amended)
- Work First New Jersey, Public Law of 1997 and all policies and directives issued there under.
- New Jersey Department of Labor (NJDOL) rules, regulations and directives including those; on WIA
- NJ Dept. of Human Services/Division of Family Development, (TANF) rules, regulations, directives and procedures
- Conscientious Employee Protection Act, N.J.S.A. 34:19 - 1, et seq.
- Work Opportunity Tax Credit Program
- New Jersey Health and Safety Standards
- New Jersey Worker Compensation Act
- New Jersey Treasury Circular 98-07
- New Jersey Public Contracts Laws, NJSO 40A: 11-1 et. seq.
- Local Government Ethics, NJSA 40A: 9-22.1
- SF 424B - Assurances for Non-construction Programs
- 29 CFR Part 31, 32 - Non-discrimination and Equal Opportunity Assurances and regulations
- Certification Regarding Lobbying and regulations, 29 CFR Part 98
- Drug Free Workplace and Debarment and Suspensions, regulation (29 CFR 98)

2. CERTIFICATIONS & REPRESENTATIONS

I, _____
(Name and Title)

of _____, hereby certify and represent the following:
(Organization)

1. That I am legally authorized by the proposing organization to make this offer on their behalf and authorized to bind them to the price and other representations made herein;
2. That the information contained in this application and all attachments are true and correct to the best of my knowledge and belief;
3. That I will permit official representatives of Mercer County One-Stop Career Center access to its facilities, staff and records for the purpose of verifying the information contained in this application and collecting any additional information related to its qualifications as a service provider; and
4. That I, hereby, authorize Mercer County One-Stop Career Center or their agents, to contact any or all of the references named herein in order to verify past performance.
5. That the costs submitted, either actually or by specific identification in writing in support of the proposal are accurate, complete, and current as of the date indicated below. This proposal is valid for 60 days from the date of receipt by Mercer County One-Stop Career Center.
6. That in performing services I know of no circumstance that would constitute a conflict of interest, financial or otherwise, between myself or my firm and the Workforce Investment Board, its members or with the interest of Mercer County One-Stop Career Center in general. I further certify that I know of no circumstances or relationships between myself or my firm and third parties that would cause the actual or appearance of a conflict of interest or a compromise of judgment and independence in the performance of the designated services.

The undersigned acknowledges this is a continuing certification, and it shall remain in effect for the term of the services contained in this Contract.

Signed this _____ Day of _____, 2008

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

PRINT NAME AND TITLE: _____

WITNESS SIGNATURE: _____

PRINT NAME AND TITLE: _____

3. CERTIFICATION REGARDING LOBBYING

As required by Section 1352, Title 31 of the U.S. Code 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 Grantee signatory certifies, to the best of his or her knowledge and belief, that:

1) 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.

2) 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 any employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standards Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans, and cooperative agreement) 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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization

Name of Authorized Representative, Title

Signature

Date

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

INSTRUCTIONS FOR CERTIFICATION

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
2. The prospective recipient of Federal assistance funds shall provide immediate written notice to Mercer County One-Stop Career Center if at any time the prospective recipient of Federal assistance funds learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage section of rules implementing Executive Order 12549.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register, (pages 19160-19211).

BEFORE COMPLETING, READ ABOVE INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION

As required by Executive Order 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 of 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).

Signature of Authorized Representative

Date

5. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

P.L. 1975 C. 127 (N.J.A.C. 17:27) (N.J.S.A. 10.5-31 et seq)

GOODS, SERVICES, PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

The Contractor or Subcontractor, where applicable, will not discriminate against any employee or Contractor for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The consultant will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional, sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Contractor or Subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional, sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality.

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

The Contractor or Subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor or Subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed in N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of applicable county employment goals determined by the Division of Contract Compliance & EEO pursuant to N.J.A.C. 17:2705.2 promulgated by the Treasurer pursuant to P.L.1975, c. 127, as amended and supplemented from time to time.

The Contractor or Subcontractor agrees to inform, in writing, appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor union, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, sex, affection, sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

The Contractor or Subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading, and layoff to ensure that all such actions are taken without regard to age, creed, race, color, national origin, ancestry, marital status, sex, affectional, sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Contractor or Subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purpose of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

I hereby certify that _____ will comply with the foregoing.
(Name of Firm)

Signature of Certifying Officer

Date

6. NON-DISCRIMINATION CERTIFICATION

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

1. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
2. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
3. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
4. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs; and
5. American 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 (businesses) to provide "reasonable accommodation" to persons with disabilities.

The applicant organization hereby agrees that the provisions of the Americans with Disabilities Act of 1990 (hereafter referred to as "the Act"), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this document.

The applicant organization further agrees to conduct all activities in compliance with the provisions of Title VI of the Civil Rights Act of 1964, the Rehabilitation Act, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972 and the U.S. Department of Labor's regulations at 29 CFR, Parts 31, 32 and 34.

The applicant organization shall cooperate with any state or federal reviews aimed at determining compliance with nondiscrimination laws and regulations.

The applicant organization shall indemnify, protect, and hold harmless the County its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind of nature arising out of or claimed to arise out of the alleged violation.

Signature of Authorized Representative

Date

Print Name and Title of Signatory

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

The CONTRACTOR and the County of Mercer do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant hereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the County pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the County in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the County, its agents, servants, and employees from and against any and all suits, claims, losses demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the County grievance procedure, the CONTRACTOR agrees to abide by any decision of the County which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the County or if the County incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

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

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

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

I hereby certify that:

Signature of Authorized Representative

Date

Print Name and Title of Signatory

8. 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 of a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- E. Notifying the agency in writing, within ten (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 thirty (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).

Name of Organization

Signature of Authorized Representative

Date

9. ADA SITE COMPLIANCE FORM

Complete one (1) form for each program site, duplicating form as necessary.

Explanations may be made on a separate paper.

Does your organization have a Current Approved ADA Plan? Yes No
Is this ADA Plan available upon request? Yes No

Name of Organization: _____

Address of Training Site: _____

WIA administrative entities are responsible, under Title II of the Americans with Disabilities Act, for the evaluation of compliance efforts by contracted agencies. In order to accomplish the evaluation process most effectively, please complete the following form by checking those statements that apply to your organization and/or program. **Please supply explanations for deficiencies and details of corrective action to be taken.**

I. Programmatic Accessibility

a) Indicate any steps that have been taken to ensure accessibility to program for persons with disabilities:

- Relocation of activities to accessible space as necessary;
- Revision of procedures/formats rendering location change unnecessary;
- Modification/redesign of equipment;
- Other arrangements to accommodate persons with disabilities.

Please explain: _____

b) Indicate any steps that have been taken to ensure adequate communications with persons with vision and/or hearing impairments:

- Auxiliary aids available - Please list: _____
 - Alternative presentations of materials available:
 - Braille Large Print Cassette Other - Please list: _____
 - The organization has a TDD (Telephone Device for the Deaf).
- [NOTE: All emergency and hotline numbers must be so equipped]

II. Structural Accessibility

- Building/training facility is accessible to individuals with disabilities (including access, restrooms & parking). If not, what structural changes will be made to render the facility accessible?

- Accessible entrances and locations are marked with signs.

Continued next page.....

III. Employment Issues

- Job descriptions currently reflect essential functions of the job, and nonessential functions of the job are listed separately.
- Job application form EEO statement mentions that your organization does not discriminate on grounds of disability.
- Questions on job application form are job related and do not inquire about disabilities.
- Job vacancies are advertised using a variety of media and formats.
- Job vacancy notices include EEO statement, including clause saying that your organization does not discriminate on the basis of disabilities.
- Employment policies do not discriminate against applicants or employees with disabilities or their associates.
- Any required medical exam, administered following an offer of employment, follows acceptable practices regarding disabilities.
- Drug testing requirements comply with EEOC and Department of Justice regulations.
- Leave policies and benefits packages do not discriminate against employees with disabilities, their relatives or associates.
- Employment tests administered to applicants measure skill levels, and do not screen out individuals on the basis of their disabilities.

IV. Transportation Issues

Does your organization supply transportation to customers? YES NO

If YES, please specify steps taken to ensure equal access to transportation services for persons with disabilities as for other customers.

Authorized Representative: _____ Title: _____

Signature: _____ Date: _____

10. NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____

I, _____ residing in _____,
Name of Affiant Municipality of Residence

in the County of _____ and State of _____
County of Residence State

and, being of full age, duly sworn according to law on my oath deposed and say that:

I am _____ of the Organization of _____
Title of Affiant Name of Firm or Organization

The bidder making this Proposal for the bid/contract entitled _____,
Name of Bid Proposal or Type of Contract

and that I executed the said proposal with full authority to do so. That said bidder/contractor has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with that above named project.

All statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the _____ relies upon the truth of the statements contained
Name of Contracting Unit

in said proposal and the statements contained in this affidavit in awarding the contract for the said project.

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

Name of Firm or Organization

Signature

Type or Print Name of Affiant under Signature

Date

NOTARY: This day of _____, 2008

Witness: _____

**11. & 11 A. AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 AND N.J.A.C 17:27**

**GOODS AND SERVICES CONTRACTS
INCLUDING PROFESSIONAL SERVICES**

This form is a summary of the successful Bidder/Contractor requirement to comply with the requirements of N.J.S.A 10:5-31 and N.J.A.C. 17:27.

SUBMIT TO COUNTY OF MERCER, ONE (1) OF THE FOLLOWING THREE DOCUMENTS

- A. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned Affirmative Action Program (valid for one year from the date of the letter); or,**
- B. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C 17:27-4; or,**
- C. If you cannot present items 1 or 2 then you are required to submit a **Completed Employee Information Report (Form AA302) that has been submitted to the Department of Treasury (no hand written forms will be accepted).** This form is available to you by the Public Agency awarding the contract during normal business hours, or from the N.J. State website listed below:**

<http://www.state.nj.us/treasury/forms.html#admin>

The undersigned certifies that they are aware of the commitment to comply with the requirements of N.J.S. A. 10:5-31 and N.J.A.C 17:27 and agrees to furnish the required forms of evidence.

The undersigned Vendor/Contractor further understands that his/her Bid/Contract must be rejected as non-responsive if the successful Vendor/Contractor fails to submit either 1, 2. or 3 within the time specified.

11 A) CHECK OFF AND MUST INCLUDE ONE (1) OF THE DOCUMENTS LISTED BELOW:

- Photocopy of a current valid letter of a Federally approved or sanctioned Affirmative Action Program**
- Photocopy of a Certificate of Employee Information Report**
- Form AA 302 (Hand written forms will not be accepted, they must be submitted to the State)**

Organization: _____

Signature _____ Date: _____

Print Name: _____ Print Title: _____

12. EXHIBIT A
MANDATORY AFFIRMATIVE ACTION LANGUAGE
P.L. 1975, C. 127 N.J.S.A. 10:5-36 et seq, N.J.A.C. 17:27
For Goods, Professional Services, And General Service Contracts

During the performances of this contract, the recipient 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, familial status, liability for service in the Armed Forces of the United States, or nationality. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of thee contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, liability for service in the Armed Forces of the United States, or nationality. The contractor or subcontractor where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-36 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act. The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27 5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27 5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, liability for service in the Armed Forces of the United States, or nationality, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents: Letter of Federal Affirmative Action Plan Approval; Certificate of Employee Information Report; Employee Information Report Form AA302.

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

Signature & Title

Date

**13. & 13 A. CERTIFICATION OF INSURANCE COVERAGE
A LEGIBLE CERTIFICATE OF INSURANCE MUST BE SUBMITTED WITH THE SIGNED CONTRACT.**

This certificate will need to be current during the term of this Agreement. It is agreed and understood the contractor shall be solely responsible for the supervision and control of program customers.

The County of Mercer and the Mercer County Workforce Investment Act Program assumes no liability with respect to bodily injury, property damage, illness or any other damages or losses, or with respect to any claims arising out of any activity under this Agreement or any program modifications thereto, whether concerning persons or property of the Contractor, Contractor's organization or any third party. The Contractor shall be solely responsible for and shall keep, save and hold harmless the Recipient, the Mercer County Workforce Investment Board and the Mercer County One-Stop Career Center, the County of Mercer and its employees from and against any and all claims, demands, suites, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property of any persons, agency, corporations or government entity, which shall arise out of the course of or in consequence of any acts or omissions or tortuous acts or omissions of the Contractor, its employees, agents or subcontractors, in performance of the work covered by this Agreement or the failure to comply with the terms and conditions of the Agreement. The Contractor's liability in this Agreement shall continue after the termination of the Agreement with respect to any liability, loss, expenses or damage, resulting from acts or omissions or tortuous acts or omissions, occurring prior to termination. This indemnification obligation is not limited by but is in addition to other insurance obligations contained in this Agreement.

Certification of Insurance Coverage:

- A. Statutory workers compensation and employer's liability insurance:
- B. Commercial General Liability including Products Completed Operations coverage for Personal Injury and property Damage of not less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) annual aggregate.
- C. Comprehensive automobile bodily injury and property damage coverage liability of not less than one million (\$1,000,000) combined single unit.
- D. Professional Liability (Errors & Omissions) with limits of one million dollars (\$1,000,000) each wrongful act and two million dollar (\$2,000,000) aggregate, if required by Mercer County.
- E. The Certificate of Insurance shall contain a 30-day notice of cancellation.
- F. Depending on the scope of services to be provided, some insurance may not be necessary. The Mercer County Division of Insurance & Property Management will make this determination.

The contractor shall submit to the County of Mercer, Certificates of Insurance evidencing that said insurance will be in effect during the term of this Agreement.

CERTIFICATE OF INSURANCE:

The County of Mercer shall be named as Additional Insured Certificate Holder under the commercial liability and should be **issued as follows:**

**The County of Mercer
640 South Broad Street
Trenton, NJ 08650**

13 A) ATTACH A COPY OF CERTIFICATE OF INSURANCE |

Signature: _____ Date: _____

Typed Name & Title: _____

14. & 14 A. N.J. Business Registration and Professional Services Contract

The following paragraphs are required to be inserted into this Agreement by the New Jersey Division of Taxation:

The website for registration is: <http://www.state.nj.us/treasury/businesses.html>

New Jersey Business Registration Requirements

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before any payment on the contract is made by the Contracting Agency, the Contractor shall submit an accurate list and proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the Contract the Contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44 (g) (3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to Section 1 of P.L. 2001, c.134 (C.52: 32-44 et al.) or subsection e. or f. of section 92 of P.L. 1977, c.110 (C.5: 12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

As a condition precedent to the execution of this Agreement by the County of Mercer, a copy of the New Jersey Business Registration Certificate issued to the vendor by the State of New Jersey, Division of Taxation, must be submitted with this Contract.

If Not Applicable: you must supply a letter from the Department of Treasury stating that your organization is exempt.

14. A. ATTACH A COPY OF NJ BUSINESS REGISTRATION CERTIFICATE:

Organization Name: _____

Signature & Title: _____ Date: _____

15. EXCERPTS FROM THE EEOC SEXUAL HARASSMENT GUIDELINES

PART 1604 -- GUIDELINES ON DISCRIMINATION BECAUSE OF SEX

1604.11 Sexual Harassment

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

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

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

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

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

For those wishing the complete context of the EEOC Guidelines, contact the Director of Economic Opportunity, Mr. Charles Hill, 609-989-6555, 640 South Broad Street, Trenton, NJ 08650-0068.

Signature of Authorized Representative Date

Print Name and Title of Signatory

16. October 20, 2004 Revised Contract Language for BRC Compliance

Goods and Services Contracts (including purchase orders)

- *Construction Contracts (including public works related purchase orders)*

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) the contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- *2) subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) prior to receipt of final payment from a contracting agency, a contractor must submit to the contacting agency an accurate list of all subcontractors and suppliers* or attest that none was used; and,
- 4) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the

Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

Signature of Authorized Representative

Date

Print Name and Title of Signatory

17. PAY TO PLAY

ADVISORY

Notice of Pending Disclosure Requirement

“Pay to Play”

P.L. 2005, Chapter 271, Section 3 Reporting

(N.J.S.A. 19:44A – 20.27)

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

The first annual disclosure report will be due in 2007. The report will include certain contributions and contract information for calendar year 2006.

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

An analyst from ELEC’s Special Programs Section will assist you.

FORM NOT REQUIRED IF NO ADDENDA ISSUED

STOCKHOLDER DISCLOSURE CERTIFICATION

Signature of Authorized Representative

Date

Print Name and Title of Signatory

Original Proposal Check List: should be assembled and submitted in the following order (do not include this page 1st):

- Organization Information, pages 1, 2, &3
- Narrative (Not to exceed 5 pages)
- Operational and Program Summary
- Budgets & Explanations (Line Item, Staff, Fringe Benefit, Facilities, Budget Narrative)
- Attachment A: Outline of Curriculum
- Attachment B: Statistical Data
- Attachment C: Organization Chart
- Attachment D: Staff Job Descriptions (no more than one (1) page each)
- Attachment E: Customer Grievance Policy
- Attachment 1: Copy of Government Issued Legal Status Document
- Attachment 2: Copy Government Issued Eligibility Certification
- Attachment 3: List of Board Members, Principals, and/or Owners
- Attachment 4: One (1) Complete 2007 Audit (do not submit a partial audit)**
- Attachment 5-Statutory And Other:** should include Assurances and Certification 1–17 listed below including all additional requested documents
 - 1. Statement of Ownership/Stockholder Disclosure
 - 2. Certifications & Representations
 - 3. Certification Regarding Lobbying
 - 4. Certification Regarding Debarment, Suspension and Ineligibility from Transactions
 - 5. Mandatory Equal Employment Opportunity Language
 - 6. Non-Discrimination Certification
 - 7. Americans with Disabilities Act of 1990
 - 8. Certification regarding Drug Free Workplace Requirements
 - 9. ADA Site Compliance Form.
 - 10. Non-Collusion Affidavit (Notarized)
 - 11. Affirmative Action Compliance Notice
 - 11A Copy of 1 of three choices listed, Letter, Form AA-302 or CEIR
 - 12. Exhibit A
 - 13. & 13 A. Certification of Insurance Coverage and
 - 13A Copy of the Certificate of Insurance
 - 14. N.J. Business Registration, and,
 - 14A. Copy of N.J. Business Registration
 - 15. Excerpts From EEOC Sexual Harassment Guidelines
 - 16. October 20, 2004 Revised contract Language for BRC Compliance
 - 17. Pay to Play

Five Copies of Proposal: should be assembled and submitted in the following order:

- Organization Information, pages 1, 2, &3
- Narrative (Not to exceed 5 pages)
- Operational and Program Summary
- Budgets & Explanations (Line Item, Staff, Fringe Benefit, Facilities, Budget Narrative)
- Attachment A: Outline of Curriculum
- Attachment B: Statistical Data
- Attachment C: Organization Chart
- Attachment D: Staff Job Descriptions (no more than one (1) page each)
- Attachment E: Customer Grievance Policy