

# County of Somerset New Jersey

PO Box 3000  
COUNTY ADMINISTRATION BUILDING  
SOMERVILLE, NJ 08876-1262

PURCHASING DIVISION  
MELISSA A. KOSENSKY, QPA, CCPO, RPPO  
*Purchasing Agent*



PHONE: 908-231-7043  
FAX: 908-575-3917

## NOTICE OF RFP

The County of Somerset is soliciting proposals through the competitive contracting process in accordance with N.J.S.A. 40A:11-4.1, et seq.

Sealed RFP responses will be received by the Purchasing Agent on **December 16, 2025 at 1:00 P.M.** in the Purchasing Division, County Administration Building, 20 Grove Street, Somerville, New Jersey 08876 at which time and place responses will be opened and read for:

### **WorkFirst New Jersey Job Search, Supported Work and Community Work Experience for Hunterdon County and Somerset County CONTRACT #: CY-COM-0002-25R**

We value the integrity of the procurement process, and in full transparency, the RFP opening will be conducted via Live-Stream from the County Commissioners Meeting room. You can access the Live-Stream from the County's homepage at the prevailing date and time stated in this Notice of RFP. During the RFP opening process, the respondents will be announced as well as RFP amounts.

RFP responses must be made on the standard proposal forms, be enclosed in a sealed package bearing the name and address of the respondent and the **"RFP TITLE NAME & CONTRACT #"** on the outside, addressed to Melissa A. Kosensky, Purchasing Agent, at the address above.

Specifications and instructions may be obtained at the Purchasing Office or on the County Website, [www.somersetcountynj.gov](http://www.somersetcountynj.gov).

Any RFP Addenda will be issued on the website, and processed in accordance with N.J.S.A. 40A:11-23(c)(1). All interested respondents should check the website from now through RFP opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

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

Melissa A. Kosensky, QPA, CCPO, RPPO  
Purchasing Agent  
Legal Publication Date: November 26, 2025

## 1. Introduction

The Greater Raritan Workforce Development Board (GRWDB), serving Hunterdon & Somerset Counties, New Jersey, seeks proposals from responsible respondents for services that, when delivered, will result in the organization meeting or exceeding performance measures established by the United States Department of Labor Education and Training Administration, the New Jersey Department of Labor and Workforce Development, and the New Jersey State Employment and Training Commission.

The GRWDB has identified career paths vs. employment as one of its strategic objectives. This strategic objective aligns with the mission of Work First New Jersey (WFNJ) To-Work Job Search/Job Readiness (JS/JR) and Community Work Experience (CWEP) programming: to ensure that individuals receiving public assistance benefits obtain and maintain employment on a career path that results in sustained financial independence.

The GRWDB and the County of Somerset, as the designated Fiscal Agent, are issuing a Request for Proposals for one organization to provide Work First New Jersey To-Work Job Search/Job Readiness (JS/JR), Community Work Experience (CWEP) programming for individuals receiving Temporary Assistance for Needy Families (TANF), and Supported Work programming for General Assistance (GA), General Assistance/Supplemental Nutritional Aid Program (GA/SNAP) and Supplemental Nutritional Aid Program (SNAP) in Hunterdon County and Somerset County.

Respondents are expected to understand federal and state laws, regulations and guidelines governing the use of Work First New Jersey funds and deliver services consistent with those laws, regulations, and guidelines. The successful respondent will be contracted through the Greater Raritan Workforce Development Board and the County of Somerset.

The Request for Proposal is for WFNJ services to be provided by one organization from contract award to September 30, 2026 (for the Grant Period of October 1, 2025 to September 30, 2026), with the option to extend the contract on an annual basis for up to an additional three (3) years through June 2029. Anticipated funds available is \$615,484.00 and must serve a minimum of 117 WFNJ customers in Hunterdon County and Somerset County (see details in funding section). **Funding is contingent upon receipt of funds from the New Jersey Department of Labor (NJL) each fiscal year. There is no guarantee of funds or of contract extensions. Funding recommendations will be made to the full board of the Greater Raritan Workforce Development Board and the Somerset County Board of County Commissioners.**

## 2. Administrative Conditions and Requirements

The following items express the conditions and requirements of this RFP. Together with the other RFP sections, they apply to the RFP process, the subsequent contract, and project production. Any proposed change, modification, or exception to these conditions and requirements may be the basis for the owner to determine the proposal as non-responsive to the RFP and will be a factor in the determination of an award of a contract. The contents of the proposal of the successful respondent, as accepted by the owner, will become part of any contract awarded as a result of this RFP.

### 2.1 Schedule

The dates established for respondent proposals, proposal review, contractor selection and project initiation are:

- |  |                                |
|--|--------------------------------|
| 1. Release of RFP                            | November 26, 2025              |
| 2. Proposal Due Date                         | December 16, 2025 at 1:00 P.M. |
| 3. Evaluation Completed                      | December 2025                  |
| 4. Governing Body Action                     | December 2025                  |
| 5. Contract Execution and Project Initiation | December 2025                  |

## 2.2 Proposal Submission Information

Submission Date and Time:

**December 16, 2025 at 1:00 P.M.**

One (1) Original **signed in ink** & four (4) copies.

**Three (3) ring binders or elaborate binding is unnecessary.**

### **Submission Office:**

Office of the Purchasing Agent  
Administration Building – 3<sup>rd</sup> Floor  
20 Grove Street  
Somerville, NJ 08876

Clearly mark the submittal package with the title of this RFP and the name of the responding firm, addressed to the Purchasing Agent. The original proposal shall be **signed in ink** and marked to distinguish it from the four (4) copies. **Faxed or emailed proposals will NOT be accepted.** The County disclaims any responsibility for proposals received late by regular or express mail. If the proposal is sent by express mail service, the designation must appear on the outside of the express mail envelope. Proposals received after the designated time and date will be returned unopened (no exceptions).

Only those RFP responses received prior to or on the submission date and time will be considered. Responses delivered before the submission date and time specified above 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 or principals involved in the proposal. After the submission date and time specified above, responses must remain firm for a period of sixty (60) days.

## 2.3 Using Department Information

The Greater Raritan Workforce Development Board  
27 Warren Street, 3<sup>rd</sup> floor  
Somerville, NJ 08876

## 2.4 County Representative for this Solicitation

Please direct all questions in writing to:  
Melissa A. Kosensky, QPA, CCPO, RPPO  
Purchasing Agent  
Voice: 908-231-7043  
Fax: 908 575-3917  
Email: [PurchasingDiv@co.somerset.nj.us](mailto:PurchasingDiv@co.somerset.nj.us)

Questions by prospective respondents concerning this RFP may be addressed to Melissa A. Kosensky, QPA, CCPO, RPPO, Purchasing Agent for the County of Somerset in writing via fax at 908-575-3917 or by email: [PurchasingDiv@co.somerset.nj.us](mailto:PurchasingDiv@co.somerset.nj.us). Please note the aforementioned contact is authorized only to direct the attention of prospective respondents to various portions of the requirements so that they may read and interpret each portion for themselves. **NO** employee of the County of Somerset is authorized to give interpretations of any portion of this RFP or to give information as to the requirements for the RFP in addition to that already contained in the RFP unless as a formal addenda.

Interpretations of the RFP or additional information as to its requirements, when necessary, shall be communicated to prospective respondents **only** by written addendum issued by the Purchasing Agent of the County of Somerset.

Please identify the contract name, number and note Request for Information as the subject line when submitting a request by fax or email.

## **2.5 Interpretations and Addenda**

- A. The respondent understands and agrees that its proposal is submitted on the basis of the specifications prepared by the County. The respondent accepts the obligation to become familiar with these specifications.
- B. Respondents are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by respondent should be promptly reported in writing to the Purchasing Agent. In the event the respondent fails to notify the County of such ambiguities, errors or omissions, the respondent shall be bound by the proposal.
- C. No oral interpretation of the meaning of the specifications will be made to any potential respondent. Every request for an interpretation shall be in writing, addressed to the Purchasing Agent, referencing the Contract Name and Contract Number in the subject line, at [PurchasingDiv@co.somerset.nj.us](mailto:PurchasingDiv@co.somerset.nj.us). In order to be given consideration, written requests for interpretation and or clarification must be received at last three (3) business days prior to the date fixed for the opening of the proposals.
- D. All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective respondents. All addenda so issued shall become part of the specification and RFP documents, and shall be acknowledged by the respondent by completing the Acknowledgement of Receipt of Addenda form. The County's interpretations or corrections thereof shall be final.

Pursuant to N.J.S.A. 40A:11-23(c)(1) when issuing addenda, the owner shall provide required notice prior to official receipt of proposals to any person who has submitted a response or who has received a RFP package. They will be sent via electronic transmissions to those known recipients of the RFP specifications.

- E. Discrepancies in RFP's
  1. If the amount shown in words and its equivalent figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
  2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit price shall prevail. In the event there is an error of the summation of the extended totals, the computation by the County of the extended totals shall govern.

## **2.6 Quantities of Estimate**

Wherever the estimated quantities of work to be done are shown in any section of this RFP, including the Proposal Cost Form, they are given for use in comparing proposals. The owner especially reserves the right (except as herein otherwise specifically limited) to increase or diminish the quantities as may be deemed reasonably necessary or desirable by the owner to complete the work detailed by the contract. Such increase or diminution shall in no way violate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

## **2.7 Cost Liability and Additional Costs**

The owner assumes no responsibility and liability for costs incurred by the respondents prior to the issuance of an agreement. The liability of the owner shall be limited to the terms and conditions of the contract.

Respondents will assume responsibility for all costs not stated in their proposals. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the owner as noted in 2.6, are not to be billed and will not be paid.

## **2.8 Statutory and Other Requirements**

### **2.8.1 Compliance with Laws**

Any contract entered into between the contractor and the owner 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 such forms and certificates as may be required by this section.

### **2.8.2 Mandatory EEO/Affirmative Action Compliance - N.J.S.A 10:5-31 et seq. and N.J.A.C 17:27 et seq.**

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. as administered by the Division of Purchase & Property Contract Compliance and Audit Unit (Division) and provided below. The contract will include the language included as attachment A in this specification.

#### **1. Goods, Professional Services and Service Contracts**

Each 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:

- i. A Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the letter must be provided by the vendor to the Public Agency and Division. This approval letter is valid for one year from the date of issuance.
- ii. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27 et seq. The vendor must provide a copy of the Certificate to the Public Agency as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division
- iii. The successful respondent shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a check or money order for \$150.00 made payable to "Treasurer, State of New Jersey" [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance)

The form shall be properly executed.

### **2.8.3 New Jersey Anti-Discrimination – N.J.S.A. 10:2-1**

There shall be no discrimination against any employee engaged in the work required to produce the goods and services covered by any contract resulting from this RFP, or against any applicant to such employment because of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality. This provision shall include, but not be limited to the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this RFP.

### **2.8.4 Americans with Disabilities Act of 1990 - 42 U.S.C. S121 01 et seq.**

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

### **2.8.5 Ownership Disclosure - N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)**

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

### **2.8.6 Non-Collusion Affidavit - N.J.S.A. 52:34-15**

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

### **2.8.7 Proof of N.J. Business Registration Certificate N.J.S.A. 52:32-44**

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

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

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

During the course of contract performance:

- (1) The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered in the State. Any questions in this regard can be directed to the Division of Taxation at (609) 292-6400. Form NJ-REG can be filed online at [www.state.nj.us/treasury/revenue/busregcert.shtml](http://www.state.nj.us/treasury/revenue/busregcert.shtml).

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

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25.00 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

## Emergency Purchases or Contracts

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

### **2.8.8 Pay to Play – Notice of Disclosure Requirement**

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](http://www.elec.state.nj.us).

### **2.8.9 Assign, Sublet or Transfer Any Rights/Interests**

Neither the owner nor the Contractor shall assign, sublet, or transfer any rights or interest in this Agreement without the prior written consent of the other party. Unless specifically stated to the contrary, in writing, prior to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing herein shall be construed to give any rights or benefits to anyone other than the owner and the Contractor.

### **2.8.10 Insurance and Indemnification**

If it becomes necessary for the contractor, either as principal or by agent or employee, to enter upon the premises or property of the owner 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 hurt to person or property during the course of the work herein covered and be his/her sole responsibility.

The contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided.

#### **Indemnification**

The contractor agrees to indemnify and save harmless the owner, its officers, agents and employees, hereinafter referred to as indemnitees, from all suits, including attorney's fees and costs of litigation, actions, loss damage, expense, cost of claims, of any character or on account of any act, claim or amount arising or recovered under Worker's Compensation law, or arising out of failure of the Contractor or those acting under Contractor to conform to any statutes, ordinances, regulations, law or court decree. It is the intent of the parties to this contract that the indemnities shall, in all instances, except for loss or damage resulting from the sole negligence of the indemnitee, be indemnified against all liability, loss or damage of any nature whatsoever.

#### **Insurance Requirements:**

##### **Worker's Compensation and Employer's Liability Insurance**

This insurance shall be maintained in full force during the life of this contract by the contractor covering all employees engaged in performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6. Minimum Employer's Liability \$1,000,000.00.

##### **General Liability Insurance**

This insurance shall have limits of not less than \$3,000,000.00 any one person and \$3,000,000.00 any one accident for bodily injury and \$3,000,000.00 aggregate for property damage, and shall be maintained in force during the life of the contract.

### **Automobile Liability Insurance**

This insurance covering contractor for claims arising from owned, hired and non-owned vehicles with limits of not less than \$3,000,000.00 any one person and \$3,000,000.00 any one accident for bodily injury and \$3,000,000.00 each accident for property damage, shall be maintained in force during the life of this contract by the contractor.

### **Professional Liability/Malpractice Insurance Policy (if applicable)**

Coverage in the amount of \$2,000,000.00/occurrence, \$4,000,000.00 aggregate and assurance that each such policy for each staff member remains full and in effect while providing services for owner.

The contractor shall provide the owner with a Certificate of Insurance naming the County of Somerset as additionally insured, evidencing the existence of required insurance prior to the commission of work. Said insurance must include coverage for complete operations, contractual insurance and independent contractor or subcontractor insurance, where and if applicable.

### **Errors and Omissions Insurance**

- A. The contractor shall purchase and maintain during the entire period of this contract, errors and omissions insurance that shall protect the contractor and the County from any and all claims that may arise out of or result from the contractor's performance of this contract. Specifically, the errors and omissions insurance shall have limits of not less than \$2,000,000.00 dollars per occurrence and \$4,000,000.00 dollars in the aggregate.
- B. Certificates of the Required Insurance  
Certificates as listed above shall be submitted along with the contract as evidence covering Errors and Omissions insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey.

The contractor shall provide the County with a Certificate of Insurance naming the County, its employees, officers, and agents as additionally insured, and evidencing the existence of required insurance prior to the commission of work.

Somerset County will not accept Mutual Limitation of Liability terms.

### **2.8.11 Health Insurance Portability and Accountability Act of 1996 - HIPAA (If Applicable)**

Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as maybe amended from time to time, and the corresponding HIPAA regulations for the confidentiality and security of medical information.

The Contractor shall:

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

The contractor, by execution of the contract, shall thereby indemnify and hold the owner harmless from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of the failure of the contractor to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) or any other statute or case law protecting the privacy of persons using its services.

### **2.8.12 Proof of Licensure**

Proof of licensure for providing Services in the State of New Jersey, for either the firm or the person responsible for the work, shall be provided as required.

### **2.8.13 Disclosure of Investment Activities in Iran – P.L. 2012, c.25**

P.L. 2012, c.25 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. Respondents must indicate if they comply with the law by certifying the form. Pursuant to N.J.S.A. 40A:11-2.1 the County is required to notify the New Jersey Attorney General if it determines a false certification has been submitted.

### **2.8.14 Prompt Payment – Goods & Services– P.L. 2019, C.127 (LFN 2019-02 1/23/19)**

P.L. 2018, c. 127 establishes a prompt payment requirement that applies to goods and services contracts a contracting unit awards to a “business concern” under the Local Public Contracts Law (LPCL). The law applies to all goods and services contracts awarded on or after February 1, 2019 (the law’s effective date) regardless of dollar amount and any contracts requiring either a single payment or multiple payments. The law does not change the prompt payment requirements for improvements to real property and structures as set forth in N.J.S.A. 2A:30A-1 et seq. and described in LFN 2006-21. The law defines “Business Concern” as any person engaged in a trade or business, including a private nonprofit entity operating as an independent contractor, providing goods and services directly to a contracting unit or to a designated third party and operating pursuant to a contract with a contracting unit which requires either a single payment or multiple payments, but shall not include a “public utility” as defined in N.J.S.A. 48:2.13.

### **2.9 Public Emergency**

In the event of a Public Emergency declared at the Local, State or Federal Level, if the owner opts to extend terms and conditions of this RFP, the contractor agrees to extend the terms and conditions of this RFP, whether existing, expiring or expired no longer than six months, for goods and/or services for the duration of the emergency. In the event the original contractor cannot meet this requirement, the owner may solicit the goods and/or services from any respondent on this contract.

### **2.10 Multiple Proposals Not Accepted**

More than one proposal from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

### **2.11 Subcontractors**

The owner 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.

#### **2.11.1 Use of Sub-consultants**

Respondent may find it advantageous to include sub-consultants in their proposal. Such an arrangement is acceptable provided that the relationship between firms is clearly defined and the method of maintaining proper project management and oversight is described within the proposal. The use of sub-consultants is left to the discretion of respondent, provided that the criteria of adequate capability in all areas of the scope of work is met. Any sub-consultants must be identified in the same manner as the primary consultant.

### **2.12 Failure to Enter Contract**

Should the respondent, to whom the contract is awarded, fail to enter into a contract within ten (10) days, Sundays and holidays excepted, the owner may then, at its option, accept the proposal of another respondent.

### **2.13 Commencement of Work**

The contractor agrees to commence work after the date of award by the owner and upon notice from the using department.

## **2.14 Time of Completion**

It is hereby understood and mutually agreed, by and between the respondent and the owner, that the date on which the work shall be substantially complete as specified in the RFP is an essential condition of this contract. It is further mutually understood and agreed that the work and contract time embraced in this Contract shall commence on the date specified and that the resulting contract shall be completed in sequence and time frames identified by the owner.

The respondent agrees that said services shall be processed regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the respondent and the owner, that the time of completion of the services described herein is a reasonable time for the completion of it.

## **2.15 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 owner 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 owner of any obligation for the balances to the contractor of any sum or sums set forth in the Contract.

The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the owner under this provision.

In case of default by the contractor, the owner may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

## **2.16 Non-Allocation of Funding Termination**

Each fiscal year payment obligation of the Owner is conditioned upon the availability of Owner funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the Contractor hereunder, whether in whole or in part, the Owner at the end of any particular fiscal year may terminate such services. The Owner will notify the Contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the Owner to terminate this Agreement during the term, or any service hereunder, merely in order to acquire identical services from a third party contractor.

## **2.17 Force Majeure**

Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of this Agreement if the fulfillment of any term or provision of this Agreement is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of this Agreement is delayed or prevented by any court order, or action or injunction or other such agreement, this Agreement shall become voidable by the County of Somerset by notice to each party.

**2.18** The owner and the Contractor each bind themselves and their successors, executors, administrators, heirs and assigns and legal representatives of the other party respecting all covenants and agreements and obligations of this contract.

**2.19** The terms of this contract shall be construed and interpreted, and all respective rights and duties of the parties shall be governed by the laws of the State of New Jersey.

## **2.20 Challenge of Specifications**

Any respondent who wishes to challenge a specification shall file such challenge in writing with the Purchasing Agent no less than three (3) business days prior to the opening of the RFP's.

Challenges filed after that time shall be considered void and having no impact on the owner or the award of contract.

## **2.21 Payment**

Invoices shall be submitted monthly and must specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed, all backup documentation (mileage, time logs, receipts for expenses, etc.), amount remaining in total balance, and the Proposal Cost Form.

Somerset County will provide a sample Progress Report and Invoice for the Hired Consultant to ensure compliance.

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

- 1 Deliverables not complying with the project specification;
- 2 Claims filed or responsible evidence indicating probability of filing claims;
- 3 A reasonable doubt that the Contract can be completed for the balance then unpaid.

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

Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed and the Proposal Cost Form.

## **2.22 Non-payment of Penalties and Interest on Overdue Bills**

Public funds may be used to pay only for goods delivered or services rendered. Somerset County will not pay penalties and/or interest on overdue bills. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the County to pay additional fees.

## **2.23 Ownership of Material**

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

Ownership of all data, materials and documentation originated and prepared for the owner pursuant to this contract shall belong exclusively to the owner. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the owner 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. All information supplied to the owner is required to be supplied via USB external hard drive and compatible with the owner's computers systems. County technology standards: Microsoft 11 Windows, Microsoft Office 365, Adobe Reader and Acrobat, Microsoft Edge browser.

Under state and federal statutes, certain government records are protected from public disclosure. The County, the Contractor and any Subcontractors have a responsibility and an obligation to safeguard from public access an employee's personal information with which it has been entrusted when disclosure thereof would violate the employee's reasonable expectation of privacy. All payroll, personnel and health

insurance related files are confidential. Additionally the Contractor and any Subcontractors may be privy to sensitive law enforcement information or investigations during their review which must remain confidential. The County reserves the right to make any public disclosure under the law. Also among government records deemed confidential are administrative or technical information regarding computer hardware, software and networks that, if disclosed, would jeopardize computer security. The Contractor and any Subcontractor(s) are prohibited from the sale or distribution of all supplied information to any third party.

#### **2.24 Source of Specifications/RFP Packages**

Official County Request for Proposal (RFP) packages for routine goods and services are available from [www.somersetcountynj.gov](http://www.somersetcountynj.gov) at no cost to the prospective respondents. All addenda are posted on this site. Potential respondents are cautioned that they are responding at their own risk if a third party supplied the specifications that may or may not be complete. The County is not responsible for third party supplied RFP documents.

#### **2.25 Altering Official Document**

Respondents shall not write in any margins or alter the official content of Somerset County RFP document.

#### **2.26 RFP Preparation of Forms**

RFPs ***must be signed in ink by the respondent***; all quotations shall be made with a typewriter/computer or pen and ink. Any quotation showing any erasure alteration must be initialed by the respondent in ink. Unit prices and totals are to be inserted in spaces provided.

#### **2.27 W-9**

Successful bidder/respondent shall complete W-9 Form and submit to Purchasing prior to contract award. The form is available at the following link: [www.irs.gov/pub/irs-pdf/fw9.pdf](http://www.irs.gov/pub/irs-pdf/fw9.pdf)

#### **2.28 Russia/Belarus Business Prohibition P.L. 2022, c.3**

All potential bidders/respondents must attest on the form provided, of their status of engagement in prohibited activities in Russia or Belarus. Certification requires that you review the Entity List provided by the Department of Treasury, (link provided on the form), then check off the appropriate box and complete the form.

### 3. Scope of Work (SOW)

#### Anticipated Funding and Level of Service

Funding is dependent upon receipt of funds from the NJDOL. There is no guarantee of funds or of contract extension.

The successful respondent must provide WFNJ all "to-work" programming until the end of the contract year once minimum levels of service are met. The estimated minimum level of service based on anticipated funds is indicated below. Responders are to check the County of Somerset website for addendum ([www.co.somerset.nj.us](http://www.co.somerset.nj.us)). If actual funds are known, it will be posted.

<b>Program</b>	<b>Anticipated Funds</b>	<b>Minimum Level of Service</b>
Hunterdon County TANF	\$95,565.00	20
Hunterdon County GA/SNAP	\$78,649.50	13
Somerset County TANF	\$249,651.00	50
Somerset County GA/SNAP	\$161,618.50	34
Hunterdon County Transportation	\$30,000.00	
<b>Total Funds</b>	<b>\$615,484.00</b>	<b>117</b>

*Please note, start-up costs, capital expenditures and renovations costs are not an allowable expense unless the respondent has prior written approval from the N.J. Department of Labor and Workforce Development. This will apply to the purchase of furniture, filing cabinets, cubicle partitions, carpet cleaning, painting, alarm systems, window replacement, etc.*

#### New Jersey Consolidated Work First New Jersey Plan

WFNJ To-Work programming is part of a larger system that includes partners from the Greater Raritan One-Stop, the NJDOL, the Hunterdon County Division of Social Services and the Somerset County Board of Social Services. The successful respondent must ensure that WFNJ "to-work" program operates within the framework provided by the New Jersey Consolidated Work First New Jersey Plan (Attachment B).

#### Program Details

Of the service levels listed above, participants enrolled in the program must be provided an Individual Employment Plan (IEP). In addition, program participants must be provided:

- Skill assessment/registration
- Case management
- Career services
- Training Services
- Supportive services

In addition, 80 percent of the minimum service level participants must be placed in unsubsidized employment and at least 60 percent of the minimum service level participants placed in employment must be retained for at least 180 days.

The successful respondent will complete program registration for all participants and perform skill assessments to assist with development of IEPs and the delivery of the appropriate career services (i.e. resume and interview skills and online SkillUp classes) which will assist in goal attainment. As part of case management services, the respondent will connect participants to training services (individual training services, incumbent worker training, on-the-job training, apprenticeship and other opportunities) available from partners. The respondent will be responsible for managing a Chromebook loaner fleet available through the GRWDB; the Chromebooks can only be used for career-related activities, including the workshops offered by the respondent.

The successful respondent shall be responsible for filling out a monthly dashboard supplied by the New Jersey Department of Labor. This dashboard will reflect services provided to WFNJ participants in the prior month and tie into the service levels listed above as well as capture any additional supportive services provided to the participants. The respondent must provide the completed dashboard and any related backup to the GRWDB by the 10<sup>th</sup> business day of each month so that GRWDB can review and then submit the dashboard and related backup to the NJDOL.

#### Supportive Services/Programs

The successful respondent must indicate how it will collaborate with the GRWDB and its partners to support successful outcomes for TANF and GA/SNAP participants. This must include detailing how the respondent will incorporate any other programs it operates into the services available to TANF and GA/SNAP participants. In addition, the budget must detail supportive services available through the respondent that participants may access to increase their abilities to achieve their goals. These supportive services may include license restoration and car repair, childcare assistance, stipends tied to employment retention and other supports that assist the clients in attaining and retaining unsubsidized employment.

The successful respondent will work with all local partners to understand the different services being offered and be able to refer clients to these services as part of the local goal of increasing service co-enrollment through referrals to the appropriate partners. As part of this initiative, the successful respondent will be listed on the [Greater Raritan One-Stop Co-Enrollment Matrix](#) and must share the matrix with all front-line staff and clients.

#### Eligible Training Provider List

The successful respondent must have and provide the appropriate Training Provider approval as per the Eligible Training Provider List (ETPL) on NJ Department of Labor and Workforce Development's New Jersey Training Explorer (<https://mycareer.nj.gov/training>).

#### WFNJ Site and Hours of Operation

The successful respondent will provide programming at a WFNJ site in Flemington, New Jersey and a WFNJ site in Somerville, New Jersey. Hours of operation must be Monday through Friday from 8:30AM – 4:30PM year-round with the exception of State and Federal holidays observed by Hunterdon and Somerset Counties. Space will be provided for program operation at Somerset County Board of Social Services New Jersey through a separate contract not included in this RFP. The successful respondent must secure space for program operation in Flemington, New Jersey.

#### Technology

The successful respondent must provide all hardware and software for program operations. The respondent may purchase hardware and software for services or participants being served; any equipment purchased with grant funds becomes the property of GRWDB/Somerset County at the end of the contract.

The successful respondent must have internet access in order to enter mandated E-timesheets for program participants.

#### Referrals

The successful respondent must accept all referrals made to the To-Work Job Search/Job Readiness (JS/JR) and Community Work Experience (CWEP) programming made by the Hunterdon County Division of Social Services, the Somerset County Board of Social Services, Greater Raritan One Stop-Career Center, the Greater Raritan One-Stop Career Training Services Center and other members of the Greater Raritan local workforce development system.

#### GRWDB Memorandum of Understanding

The successful respondent must review and provide service detail information for the GRWDB Memorandum of Understanding (MOU). This guiding document is signed by all state, county and local agencies in the Local Area providing career services in Hunterdon and Somerset Counties. In addition to being a signatory, the successful respondent must attend monthly local Team Leader meetings conducted by the GRWDB's One-Stop Operator and support activities and programs offered by the GRWDB and its partners. In addition, the successful respondent will work with the Operator to ensure program co-enrollment and collaboration through the Local Area system.

### TANF JS/JR and CWEP

The JS/JR programming consists of activities designed to help TANF participants find employment or to improve employment prospects such as the act of seeking or obtaining employment, preparation to seek employment and life skills training. JS/JR programming must include a classroom component with a curriculum focused on work readiness and life skills that will enable a participant to obtain and maintain employment on a career path that results in sustained financial independence.

The Job Search/Job Readiness curriculum must include, but is not limited to the following:

- Self-assessment
- Resume writing
- Job application completion
- Interviewing skills
- Workplace attire
- Workplace etiquette
- Computer skills enhancement
- Time management
- Financial management

As per the State of New Jersey Consolidated Work First New Jersey Plan and New Jersey State Plan for TANF ([http://www.state.nj.us/humanservices/dfd/programs/workfirstnj/12-14\\_tanf\\_stplan.pdf](http://www.state.nj.us/humanservices/dfd/programs/workfirstnj/12-14_tanf_stplan.pdf)) each TANF participant must be engaged in approved activities for 35 hours per week for the duration of the program. JS/JR is an approved activity. The JS/JR programming must consist of 20 hours of documented job search activities and 15 hours of classroom learning per week, per participant. Each TANF client referred can attend a JS/JR class for a maximum of 4 weeks in any consecutive 12-month period. **The successful respondent must develop an individualized case plan for each participant based on the participant's assessed needs.** Attendance records must be maintained and documented. Case notes documenting participant progress will be maintained in the individual's file.

The CWEP program must be provided to TANF participants who have completed JS/JR and have not yet secured employment. CWEP placements are unsubsidized employment experiences which provide an individual with an opportunity to acquire the general skills, knowledge and work habits necessary to obtain and maintain employment. CWEP placement of 20 hours per week must be combined with 10 hours of classroom learning and 5 hours of documented job search. The successful respondent must evaluate the abilities of each participant in order to successfully match the participants with the CWEP sponsor. Attendance records must be maintained and documented. Case notes documenting participant progress will be maintained in the individual's file.

The successful respondent must secure CWEP agreements with sponsors and monitor those placements in compliance with the guidelines outlined in the New Jersey State Plan for TANF:

- CWEP sponsors must be in non-profit agencies and include federal, state and local government agencies.
- CWEP activity is limited to public service projects in the fields such as health, social services, environmental protection, education, urban and rural development or redevelopment, welfare, recreation, public safety, childcare, adult care and other public activities.

### GA, GA/SNAP and SNAP Supported Work

Supported Work (SW) is designed to provide comprehensive and intensive job readiness services to GA, GA/SNAP and SNAP participants facing serious barriers to employment. The activities must prepare participants for employment by assisting them in becoming familiar with workplace expectations while developing a positive attitude toward employment.

The Supported Work curriculum must include, but is not limited to the following:

- Goal setting for employment and education

- Life skills
- Financial literacy
- Job search and interview skills
- Resume writing
- Accepting constructive criticism, supervision and guidance
- Good decision making
- Stress reduction
- Time management
- Workplace attire and hygiene

As per the State of New Jersey Consolidated Work First New Jersey Plan, each GA, GA/SNAP and SNAP participant must be engaged in approved activities for a specified number of hours per week for the duration of the program. Supported Work is an approved activity. GA and GA/SNAP SW programming must consist of 10 hours of documented job search activities and 20 hours of classroom learning per week, per participant. Each GA and GA/SNAP client referred can attend a Supported Work class for a maximum of 4 weeks in any consecutive 12-month period. SNAP programming must consist of up to 10 hours of documented job search activities and up to 10 hours of classroom learning. In addition, SNAP customers can continue in extended workshops beyond four weeks in order to remain in compliance with their state to-work requirements. **The successful respondent must develop an individualized case plan for each participant based on the participant's assessed needs.** Attendance records must be maintained and documented. Case notes documenting participant progress will be maintained in the individual's file.

#### Compliance with To-Work Activities for TANF, GA, GA/SNAP and SNAP

The State of New Jersey is a "to-work" state which means that TANF, GA, GA/SNAP and SNAP recipients must participate in assigned to-work programming in order to continue to receive public assistance benefits. Failure to participate as assigned and required will lead to a loss of public assistance benefits.

The successful respondent must report participants' to-work activities to either the Hunterdon County Division of Social Services (HCDSS) or Somerset County Board of Social Services (SCBSS), depending on participants' domiciles. The names of the participants who initially fail to show and those who subsequently fail to comply must be reported.

The successful respondent must be responsible for entering all hours of attendance on E-timesheets, as mandated.

#### Transition to Job Placement and Training

The successful respondent must provide job placement assistance to all WFNJ JS/JR and CWEP participants. Participant job search logs must be maintained in the individual's file.

The successful respondent must work with the Greater Raritan One-Stop Career Training Center and other GRWDB MOU partners to ensure that job leads are shared and that TANF JS/JR and CWEP participants are making full use of all available services through the Local Area One-Stop system. This includes referring WFNJ clients interested in training to the Training Center.

When WFNJ participant employment is secured, the successful respondent must

- Obtain employment information including the name, address and phone number of the employer, job title, start date, hours, salary, benefits and contact person
- Document the information in the WFNJ customer's file and share that information with the appropriate county social services agency.

#### Follow Up and Supportive Assistance

The successful respondent must follow up with all participants at 30, 60 and 90 days after program completion. Program follow-up can be conducted via face-to-face contact, e-mail, text services or phone contact. The successful respondent will be responsible for participant follow up that carries over into the next program year regardless of any contract extensions.

In addition, the successful respondent must provide supportive guidance to all participants for 90 days after program completion, including after the contract term ends. This assistance may include providing supportive services available from the successful respondent as well as other GRWDB partners. Supportive assistance is defined as providing guidance and direction to participants who may have encountered workplace challenges that may jeopardize employment. This will be provided as part of the follow-up and may be conducted via face-to-face contact, e-mail, text service or phone contact.

### Performance Measures and Outcomes

The successful respondent must perform all programming and work with the partners of the Greater Raritan One-Stop local system, including the GRWDB, Greater Raritan state Employment Services, the Greater Raritan One-Stop Operator, Hunterdon County Division of Social Services, Somerset County Board of Social Services and Greater Raritan One-Stop Career Training Services to achieve the service levels detailed in this RFP. In addition, the successful respondent will work with all local partners to achieve the local goal of increasing service co-enrollment through referrals to appropriate partners.

### **3.1 Transportation**

The successful respondent shall be responsible for providing transportation services to WFNJ participants who are residents of Hunterdon County who are accessing TANF and GA/SNAP services to and from the Hunterdon County location it will be operating. Transportation services also may assist clients with job interviews and career-related activities. On occasion, transportation may be needed for activities in Somerset County, and the respondent must provide that transportation.

The Somerset County Transportation Department shall provide transportation services to WFNJ clients who are residents of Somerset County. Respondent shall be responsible for connecting clients with Somerset County Transportation to schedule services.

### **3.2 Application Questions**

The successful respondent will provide all program services in the Scope of Work as outlined in Section 3. Any exceptions must be noted on the provided exception page. In addition, the following questions must be answered in narrative form and included with the agency response.

1. What is your agency's mission?
2. How does the mission of your agency relate to operation of programming for WFNJ participants?
3. Please detail your experience working with TANF, GA, GA/SNAP and SNAP participants.
4. Please provide your agency's Eligible Training Provider List (ETPL) number.
5. Please detail your agency's proposed curriculum for JS/JR, CWEP and SW programming.
6. What is your agency's timeframe for WFNJ program start-up?
7. What locations will be used for WFNJ program operations in Flemington, NJ and Somerville, NJ.
8. Please describe the classroom space that will be utilized for programming.
9. Regarding transportation, how will WFNJ participants access these locations and how will you connect participants to transportation services that are set to be available from the Somerset County transportation system?
10. How will participants access childcare while in JS/JR and CWEP programming in Hunterdon County and Somerset County?
11. What other supportive services can you offer that will assist WFNJ participants in reaching their career goals, and how will you connect participants to other supportive services available from the GRWDB and its partners.
12. Does your agency have a distance learning plan in the event services need to be provided remotely or if a participant cannot attend services in person? If so, please describe that plan and what assistance will be provided to the participant.
13. How will your agency provide services that are culturally responsive to the WFNJ populations in Hunterdon County and Somerset County?
14. How will you ensure the confidentiality of participants and participant program files?

15. Please provide your staffing plan for WFNJ programming along with the job descriptions or resumes of WFNJ staff.
16. Please provide a detailed budget for WFNJ programming for the program year contract award – 9/30/26. Budget must include a per participant cost. Please include your funding request for the next 3 years: 10/1/26 – 9/30/27; 10/1/27 – 9/30/28; and 10/1/28 – 9/30/29.
17. Does your agency have funding from any other source and/or existing or to-be-developed programs that will enhance WFNJ operations?
18. Please identify any areas of potential concern with the Scope of Work as outlined in this RFP.

**3.3 Budget Forms**

Please complete and return the following budget form with the application.

**BUDGET INFORMATION SUMMARY EXPENSE FORM**

Agency Name: \_\_\_\_\_ Federal ID # \_\_\_\_\_

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Budget Period: November 1, 2025 – September 30, 2026

Chief Executive Officer: \_\_\_\_\_

Agency Fiscal Year End Date: \_\_\_\_\_

Prepared by: \_\_\_\_\_ Date: \_\_\_\_\_

BUDGET CATEGORY	TOTAL	WFNJ Funds	OTHER
<b>A. PERSONNEL</b>			
Salaries			
Fringe			
<b>B. MATERIALS/SUPPLIES</b>			
<b>C. FACILITY COSTS</b>			
<b>D. EQUIPMENT</b>			
<b>E. SUPPORTIVE SERVICES</b>			
<b>F. TRANSPORTATION</b>			
<b>G. OTHER (please list)</b>			
<b>TOTAL COST:</b>			

Unit of Service	Description	Unit Cost Calculation	Unit Cost	Total Cost	Program Year
Examples: Cost per classroom hour; cost per class; cost per participant					
					Contract award -9/30/26
					10/1/26 - 9/30/27
					10/1/27 - 9/30/28
					10/1/28 - 9/30/29



## **4. Proposal Requirements**

### **4.1 Qualification Statement**

A statement is to be provided by the respondent who will serve as the primary contractor. The statement shall set forth brief details of the firm's principal activities, the number of personnel in the firm and the firm's location. Please provide a list of (3) three clients for whom similar services have been provided. Include the following in your response:

1. Name of government agency.
2. Contact person's name, position, and current telephone number.
3. Dates, cost and scope of service.
4. Status and comments

### **4.2 Key Personnel Information**

The respondent shall provide the identity and the professional credentials of the principals and other key personnel either working for the contractor and their areas of responsibilities.

### **4.3 Subcontractors**

Respondents may engage the services of subcontractors for completion of this project. If their proposal involves any subcontractors, full details on the nature of the work to be performed by them and the location in which the work is to be performed must be provided. The respondent understands that if selected, the owner prior to initiating any subcontracted work, must approve the use of subcontractors in writing. (Refer to Section 2.11 and Item 2.11.1 for more details)

### **4.4 Proposal Forms**

The following forms are contained in the attachments. All forms are required and shall be completed and made part of the proposal submitted.

1. Proposal Cost/Signature Form
2. Non-Collusion Affidavit
3. Ownership Disclosure
4. Affirmative Action Statement
5. Acknowledgement of Receipt of Addenda
6. Disclosure of Investment Activities in Iran
7. Russia/Belarus Business Prohibition
8. Application for Funding including Program Narrative and Completed Budget Forms

### **4.5 Location of Servicing Office**

The proposal must list the location and address of the present, active office that will service and manage this contract.

## **5. Evaluation, Review and Selection Process**

### **5.1 Proposals to Remain Subject to Acceptance**

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

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

## **5.2 Rejection of Proposals**

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

## **5.3 Evaluation Process**

An evaluation team will review all proposals to determine if they satisfy the Proposal Requirements, determine if a proposal should be rejected and evaluate the proposals based upon the Evaluation Criteria. The highest-ranking respondent will then be recommended to the governing body for award of contract, based on most advantageous price and other factors. The County reserves the right to reach out to the respondents to get clarification on Proposals on specific items if necessary during the deliberation process.

*Evaluation Team* – RFP respondents are prohibited from contacting any member of the evaluation team directly without a formal invitation. If it is found that a respondent has attempted to discuss their proposal with a team member without an invite then their proposal may be deemed unresponsive. All questions during the evaluation period shall be directed to the Purchasing Agent.

## **5.4 Evaluation Criteria**

The criteria considered in the evaluation of each proposal follows. 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.

This will be based on the quality of the content of the RFP and the respondent's ability to communicate a thorough understanding of the required tasks and the approach to meet the scope of work outlined in the RFP. The proposals will be evaluated for general compliance with instructions and requests issued in the RFP. Non-compliance with significant instructions will be grounds for disqualification of proposals.

### **5.4.1 Understanding of the Requested Work**

The proposals will be evaluated for general compliance with instructions and requests issued in the RFP. Non-compliance with significant instructions shall be grounds for disqualification of proposals.

### **5.4.2 Knowledge and Technical Competence**

This includes the ability of the respondent to perform all of the tasks and fulfill adequately the stated requirements.

### **5.4.3 Management, Experience and Personnel Qualifications**

Expertise of the firm shall be demonstrated by past contract successes providing government agencies with similar services. The respondent will be evaluated on knowledge, experience, prior collaboration and successful completion of projects/services similar to that requested in this RFP. In addition to relevant experience, respondents shall provide personnel qualifications in the Proposal. (See 4.1 and 4.2).

### **5.4.4 Ability to Complete the Project/Services in a Timely Manner**

This is based on the estimated duration of the tasks and the respondent's ability to accomplish these tasks as stated.

### **5.4.5 Cost**

Total overall costs to provide proposed services shall be based on rates and schedules of fees submitted with the proposal. Any services not included as part of any resulting contract scope of services must be approved and authorized by the owner before such work is initiated. The owner shall pay for such approved services, at the rate or cost agreed upon between the owner and contractor, provided the respondent has provided a schedule of fees for additional services with this RFP.

The respondent shall clearly state how the proposed unit cost per participant was determined. The budget forms shall detail salary rate per personnel by job title and hours of activity for the proposed program. Cost Breakdown on a per participant basis, shall include but are not limited to direct services provided to the WFNJ participant, transportation, stipends and incentives. Any and all general organizational administrative and facility costs must be detailed on budget forms and clearly included in calculating the per participant cost. WFNJ funds administrative costs must not exceed 10% of the proposed program overall budget.

## **5.5 Payment**

Payment will be made after a properly executed County voucher has been received and formally approved on the voucher list by the Board of County Commissioners at its subsequent regular meeting. The voucher will be certified correct by the department/division head who received the goods or services.

Samples of mandatory program expenditure and reporting forms that must be used by the successful respondent are attached to this RFP.

## **5.6 Term of the contract**

It is understood that any contract arising from this RFP is from contract award through September 30, 2026 and may be extended annually by the GRWDB, through County Resolution, thereafter contingent upon performance and annual extension of grant funds for a maximum period of three state program years up through September 30, 2029, provided that contractor has met all conditions and performance indicators for the each contract period and subject to the approval of the GRWDB and the Somerset County Board of County Commissioners on an annual basis.

There is no guarantee of available funds. This contract is contingent upon receipt of funds from NJDOL.

Contracts will be executed on an annual basis for the period of October 1<sup>st</sup> through September 30<sup>th</sup>.

## **5.7 Notice of Award**

The successful respondent will be notified of the award of contract upon a favorable decision by the governing body.

**COUNTY OF SOMERSET  
RFP DOCUMENT CHECKLIST**

**Read,  
Acknowledged,  
Signed & Submitted  
Respondent's  
Initial**

**A. FAILURE TO SUBMIT ANY OF THESE ITEMS IS MANDATORY CAUSE FOR REJECTION OF RFP**

- Ownership Disclosure Form
- Non-Collusion Affidavit
- Proposal Cost Form/Signature Page
- Other: Program Narrative and Budget Forms
- Other: Most Recent Agency Audit

**B. REQUIRED NO LATER THAN TIME PERIOD INDICATED**

**B.1 SUBMIT DOCUMENTS AT TIME OF RFP RESPONSE DUE DATE**

- Qualification Statement
- Key Personnel Information
- Three (3) references for similar projects
- Projected project plan and timeline (Gantt Chart)
- Authorization for Background Check
- License(s) or Certification(s) Required by the Specifications
- Disclosure of Investment Activities in Iran- Prefer with RFP response. Required by law prior to award of contract.
- Disclosure of Prohibited Activities in Russia or Belarus, N.J.S.A. 52:32-60.1, et seq. P.L. 2022, c.3 – Prefer with RFP response. Required by law prior to award of contract.
- Acknowledgement of Receipt of Addenda (To be Completed if Addenda are Issued) – Prefer with RFP Response.

**B.2 MUST POSSESS CERTIFICATE BY CONTRACT AWARD DATE  
"SUBMISSION OF CERTIFICATE WITH RESPONSE PREFERRED"**

- New Jersey Business Registration Certificate
- New Jersey Business Registration Certificate – Named /Listed Subcontractor(s)
- EEO/Affirmative Action Compliance Notice – Submit Copy of State Certificate of Employee Information Report - Required by Law prior to execution of contract

**B.3 MUST SUBMIT BY CONTRACT AWARD DATE**

- Certificates of the Required Insurance naming County Additionally Insured
- Evidence of Medical Malpractice or Professional Liability Insurance supply certificate prior to processing a purchase order

**C. READ ONLY**

Americans With Disability Act of 1990 Language

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

Name of Respondent: \_\_\_\_\_ Date: \_\_\_\_\_

**By Authorized Representative:**

Signature: \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

**PROPOSAL COST FORM/SIGNATURE PAGE**

**TO THE COUNTY OF SOMERSET BOARD OF COUNTY COMMISSIONERS:**

The undersigned declares that he/she has read the Notice, Instructions, Affidavits and Scope of Services attached, that he/she has determined the conditions affecting the proposal and agrees, if this proposal is accepted, to furnish and deliver services per the attached schedule of fees for the following:

**Work First New Jersey Job Search, Job Readiness, Supported Work and Community Work Experience for Hunterdon County and Somerset County  
CONTRACT #: CY-COM-0002-25R**

(Respondent to Provide Fee Schedule Based on Proposed Budget) <b>DESCRIPTION OF SERVICE</b>	<b>COST AMOUNT YEAR 1</b>	<b>COST AMOUNT YEAR 2</b>	<b>COST AMOUNT YEAR 3</b>	<b>COST AMOUNT YEAR 4</b>
For all TANF related activities.	\$ _____ Per Participant Somerset County  \$ _____ Per Participant Hunterdon County	\$ _____ Per Participant Somerset County  \$ _____ Per Participant Hunterdon County	\$ _____ Per Participant Somerset County  \$ _____ Per Participant Hunterdon County	\$ _____ Per Participant Somerset County  \$ _____ Per Participant Hunterdon County
For all GA/SNAP related activities.	\$ _____ Per Participant Somerset County  \$ _____ Per Participant Hunterdon County	\$ _____ Per Participant Somerset County  \$ _____ Per Participant Hunterdon County	\$ _____ Per Participant Somerset County  \$ _____ Per Participant Hunterdon County	\$ _____ Per Participant Somerset County  \$ _____ Per Participant Hunterdon County

**PROPOSAL COST FORM/SIGNATURE PAGE**

The undersigned is a (Partnership) under the laws of the State of \_\_\_\_\_ having its  
(Corporation)  
(Individual)  
Principal office at \_\_\_\_\_.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Federal I.D. # or Social Security #

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title of Authorized Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number

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

\_\_\_\_\_  
Fax Number



# County of Somerset New Jersey

PO Box 3000 – 20 Grove Street  
COUNTY ADMINISTRATION BUILDING  
Somerville, NJ 08876-1262  
PHONE: (908) 231-7043 FAX: (908) 575-3917



## OWNERSHIP DISCLOSURE FORM

RFP SOLICITATION #:

VENDOR  
{Respondent}:

### PART 1

PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE "YES" OR THE "NO" BOX.  
ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO  
COMPLETE THIS FORM PURSUANT TO N.J.S.A. 52:25-24.2

- |  | <u>YES</u>               | <u>NO</u>                |
|--|--------------------------|--------------------------|
| 1. Are there any individuals, corporations, partnerships, or limited liability companies owning a <b>10% or greater</b> interest in the Vendor {Respondent}?   | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>IF THE ANSWER TO QUESTION 1 IS "NO", PLEASE SIGN AND DATE THE FORM.<br/>IF THE ANSWER TO QUESTION 1 IS "YES", PLEASE ANSWER QUESTION 2-4 BELOW.</b>   |                          |                          |
| 2. Of those parties owning a <b>10% or greater</b> interest in the Vendor {Respondent}, are any of those parties individuals?  | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Of those parties owning a <b>10% or greater</b> interest in the Vendor {Respondent}, are any of those parties <b>corporations, partnerships, or limited liability companies</b> ?                           | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. If you answer to Question 3 is " <b>YES</b> ", are there any parties owning a <b>10% or greater</b> interest in the <b>corporation, partnership, or limited liability company</b> referenced in Question 3? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Is the Vendor {Respondent} incorporated as a not-for-profit organization?   | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>IF THE ANSWER TO THIS QUESTION IS "YES", EXECUTE THE CERTIFICATION SECTION.<br/>IF ANY OF THE ANSWERS TO QUESTION 2-4 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 2 BELOW.</b>              |                          |                          |

### PART 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO QUESTIONS 2-4 ANSWERED AS "YES".

If you answered "**YES**" for questions 2, 3, or 4, you must disclose identifying information related to the individuals, corporations, partnerships, and/or limited liability companies owning a 10% or greater interest in the Vendor {Respondent}. Further, if one or more of these entities is itself a corporation, partnership, or limited liability company, you must also disclose all parties that own a 10% or greater interest in that corporation, partnership, or limited liability company. This information is required by statute.

#### INDIVIDUALS

NAME _____		
ADDRESS 1 _____		
ADDRESS 2 _____		
CITY _____	STATE _____	ZIP _____

NAME _____		
ADDRESS 1 _____		
ADDRESS 2 _____		
CITY _____	STATE _____	ZIP _____

NAME _____		
ADDRESS 1 _____		
ADDRESS 2 _____		
CITY _____	STATE _____	ZIP _____

NAME _____		
ADDRESS 1 _____		
ADDRESS 2 _____		
CITY _____	STATE _____	ZIP _____

**Attach Additional Sheets If Necessary**

**PART 2 continued**  
**PARTNERSHIPS / CORPORATIONS / LIMITED LIABILITY COMPANIES**

<b>ENTITY NAME</b>	_____		
<b>PARTNER NAME</b>	_____		
<b>ADDRESS 1</b>	_____		
<b>ADDRESS 2</b>	_____		
<b>CITY</b>	<b>STATE</b>	<b>ZIP</b>	_____

<b>ENTITY NAME</b>	_____		
<b>PARTNER NAME</b>	_____		
<b>ADDRESS 1</b>	_____		
<b>ADDRESS 2</b>	_____		
<b>CITY</b>	<b>STATE</b>	<b>ZIP</b>	_____

<b>ENTITY NAME</b>	_____		
<b>PARTNER NAME</b>	_____		
<b>ADDRESS 1</b>	_____		
<b>ADDRESS 2</b>	_____		
<b>CITY</b>	<b>STATE</b>	<b>ZIP</b>	_____

***Attach Additional Sheets If Necessary***

In the alternative, to comply with the ownership disclosure requirement, a Vendor {Respondent} with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

**PART 3**  
**PUBLICLY TRADED PARENT COMPANY DISCLOSURE**

Ownership disclosure (name and address) can be met by submitting the last annual filing of an SEC or similar foreign regulator document or providing the website link to such documents, and include relevant page numbers. See N.J.S.A 52:25-24.2.

<b><u>TITLE OF ATTACHED DOCUMENTS OR WEBLINK</u></b>	<b><u>PAGE #</u></b>

***Attach Additional Sheets if Necessary***

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor {Respondent}, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the County of Somerset, NJ is relying on the information contained herein, and that the Vendor {Respondent} is under a continuing obligation from the date of this certification through the completion of any contract(s) with the County to notify the County in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the County, permitting the County to declare any contract(s) resulting from this certification void and unenforceable.

\_\_\_\_\_  
*Signature (Do not enter Vendor ID as a signature)*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Print Name and Title*

\_\_\_\_\_  
*FEIN/SSN*

**COUNTY OF SOMERSET, NEW JERSEY  
NON-COLLUSION AFFIDAVIT  
(N.J.S.A. 52:34-15)**

**State of** \_\_\_\_\_

**County of** \_\_\_\_\_

I, \_\_\_\_\_ residing in \_\_\_\_\_  
(Name of Affiant) (Name of Municipality)

in the County of \_\_\_\_\_ and State of \_\_\_\_\_ of full age,  
being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the Company of \_\_\_\_\_  
(Title or Position) (Name of Firm/Company)

the Bidder/Respondent making this Proposal for the Bid/RFP numbered \_\_\_\_\_ ,  
(Contract #)  
and that I executed the said Proposal with full authority to do so; that said Bidder/Respondent has not,  
directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any  
action in restraint of free, competitive bidding in connection with the above numbered project; and that  
all statements contained in said Proposal and in this affidavit are true and correct, and made with full  
knowledge that the County of Somerset relies upon the truth of the statements contained in said Proposal  
and in the statements contained in this affidavit in awarding the contract. 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/Company)

\_\_\_\_\_  
(Signature of Affiant)

\_\_\_\_\_  
(Type of Print Name of Affiant)

**COUNTY OF SOMERSET, NEW JERSEY  
EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

**Goods and General Service Vendors**

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

**Do you have a federally-approved or sanctioned EEO/AA program? Yes  No**   
**If yes, please submit a photostatic copy of such approval.**

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

**Do you have a State Certificate of Employee Information Report Approval? Yes  No**   
**If yes, please submit a photostatic copy of such approval.**

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

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance).

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

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

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

COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**COUNTY OF SOMERSET, NEW JERSEY**  
**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**  
**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

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

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

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

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

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

# SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT


Certification 111XX

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

**INITIAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-DEC-20XX to 15-DEC-20XX

**SAMPLE COMPANY, INC.**  
33 WEST STATE STREET  
TRENTON, NJ 08625

  
State Treasurer

**VOID**

**COUNTY OF SOMERSET, NEW JERSEY**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The Contractor and the Owner, do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. 5121 01 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

**COUNTY OF SOMERSET, NEW JERSEY**

THESE ARE **SAMPLES** OF THE **ONLY** ACCEPTABLE  
**BUSINESS REGISTRATION CERTIFICATES**

PREFER WITH RFP RESPONSE, REQUIRED BY LAW PRIOR TO AWARD OF CONTRACT


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

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

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT  
TRADE NAME: CLIENT REGISTRATION  
TAXPAYER IDENTIFICATION#: 970-097-382/500  
SEQUENCE NUMBER: 0107330  
ADDRESS: 847 ROEBLING AVE  
TRENTON NJ 08611  
ISSUANCE DATE: 07/14/04  
EFFECTIVE DATE: 01/01/01  
FORM-BRC(08-01)

*J.P. Tully*  
Acting Director

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

 STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

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

For Office Use Only:  
20041014112823533

**COUNTY OF SOMERSET, NEW JERSEY**

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Respondent hereby acknowledges receipt of the following Addenda:

<b>ADDENDUM NUMBER</b>	<b>DATE</b>	<b>ACKNOWLEDGE RECEIPT (Initial)</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Acknowledged for: \_\_\_\_\_  
(Name of Respondent)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_

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

**FORM NOT REQUIRED IF NO ADDENDA ISSUED**

**County of Somerset, New Jersey**

**Disclosure of Investment Activities in Iran**

<b>Respondent Name:</b>	
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**Part 1: Certification**

RESPONDENTS ARE TO COMPLETE PART 1 BY CHECKING **EITHER BOX.**

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

**Check the Appropriate Box**

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

**OR**

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

**Part 2 – Additional Information**

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

**Part 3: Certification**

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

<b>Full Name (Print):</b>		<b>Title:</b>	
<b>Signature:</b>		<b>Date:</b>	

## CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. and N.J.S.A.40A:11-2.2 (L. 2022, c. 3) any person or entity (hereinafter “Vendor”) that seeks to enter into or renew a contract with a local contracting unit subject to the Local Public Contracts Law for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of “Vendor” below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify

*(Check the Appropriate Box)*

A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

**OR**

B. That I am unable to certify as to “A” above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

**OR**

C. That I am unable to certify as to “A” above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor’s activity related to Russia and/or Belarus is consistent with federal law is set forth below.

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*(Attach Additional Sheets If Necessary.)*

Signature of Vendor’s Authorized Representative	Date
Print Name and Title of Vendor’s Authorized Representative	Vendor’s FEIN
Vendor’s Name	Vendor’s Phone Number
Vendor’s Address (Street Address)	Vendor’s Fax Number
Vendor’s Address (City/State/Zip Code)	Vendor’s Email Address

<sup>i</sup> Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024

# ATTACHMENT A

## WFNJ Monthly Level of Service Report

SAMPLE FORM – NOT TO BE SUBMITTED WITH PROPOSAL

Program Year: \_\_\_\_\_ Month: \_\_\_\_\_

Program	Contracted # of Participants	# of Participants served this month		Year-to-Date # of new participants served		Employment Goal (60% of Contracted Level of Service)	# of Participants Employed this month	YTD # of Participants Employed	YTD # of Participants retaining Employment 90 day minimum
		New	Continuing	New	Carryover				
TANF/Job Search/Job Readiness/CWEP-HUNTERDON CTY									
TANF/Job Search/Job Readiness/CWEP-SOMERSET CTY									
GA/SNAP Supported Work - <b>HC</b>									
GA Only Supported Work - <b>HC</b>									
SNAP Only Supported Work - <b>HC</b>									
GA/SNAP Supported Work - <b>SC</b>									
GA Only Supported Work - <b>SC</b>									
GA/SNAP Case Management - <b>SC</b>									
SNAP Only Supported Work - <b>SC</b>									
SNAP Only Case Management - <b>SC</b>									
<b>WFNJ Total</b>									

Prepared by: \_\_\_\_\_ Date: \_\_\_\_\_

# ATTACHMENT B



*Volume 1*

*DIRECTIVE*

*Issue 04-04*

**TO:** Workforce Investment Board Directors One-Stop Operators  
Workforce New Jersey Managers & Administrators Division of Family  
Development  
County Welfare Agencies Municipal Welfare Agencies

**FROM:** Tamara Thomas, Deputy Assistant Commissioner Division of One-Stop –  
Programs and Services

Gary Altman, Director  
Division of One-Stop - Coordination and Support **SUBJECT:** Work First

New Jersey To-Work Client Flow Guide **DATE:** August 25, 2004

- 1. INTRODUCTION:** On July 1, 2004 the New Jersey Department of Human Services (DHS) and the NJDOL (LWD) in accordance with Governor McGreevey's Reorganization Plan 001-2004 consolidated responsibility and authority for significant elements of the Work First New Jersey (WFNJ) Program's employment-directed and workforce development activities, and the Food Stamp Program's work-related activities currently administered by DHS, Division of Family Development (DFD) to LWD.

The Reorganization Plan is intended to create the establishment of a more effective and efficient organizational arrangement within State government to ensure New Jersey's workforce has the skills, knowledge and abilities to perform the jobs of today and those of the future.

To assist LWD and DHS in the transitioning of To-Work activities an interagency team was formed and began meeting on a regular basis in

January 2003. The team, which included representatives from the LWD, DHS, Legal Services of New Jersey, the State Employment and Training Commission, local One-Stop Career Centers (OSCC) and County and Municipal Welfare Agencies (CWA) and (MWA), was charged with providing guidance to high-level officials in LWD and DHS. To fulfill its tasks the team formed three committees: Workflow, Contracting, and Reporting/Systems. The Workflow Committee was charged with the task of examining the flow of services within the OSCC system. After extensive research by the committee, a new workflow procedure was designed with guidelines to ensure a standard of quality service to the Work First population and provide the CWA/MWA and the OSCC the communication that would be necessary between the agencies. This instruction details the workflow recommendations of the Workflow Committee.

- 2. BACKGROUND AND PURPOSE:** LWD and DHS To-Work team and its Workflow Committee have met on a regular basis since January to ensure a smooth transition of services to the OSCC.

The Workflow Committee recommendations have been approved by both Departments to be established as the set of operating protocols that shall be implemented within each OSCC, MWA, and CWA system for the transition of services on or before July 1, 2004. (See Template For Change **Attachment A.**)

- 3. To-Work DEFINITION:** Any workforce-related activity/service designed to help an individual obtain knowledge, skills, and abilities to secure employment, retain employment or to achieve career advancement. Workforce services include, but are not limited to, career guidance, labor market information, employability assessment, employability plan development, job search assistance, job referral, job development, job placement, employer outreach, job/vocational training, basic education, basic skills/literacy development, English as a Second Language, paid and unpaid work experience, and access and referral to a full array of work support services (including childcare, transportation, clothing, etc.).
- 4. APPLICATION AND ELIGIBILITY PROCESS FOR WFNJ AND FOOD STAMPS:** Any person who believes he or she is eligible for WFNJ and/or Food Stamps (FS) must be given the opportunity to apply without delay. Individuals who ask about applying at the OSCC, the CWA or the MWA must be informed about the eligibility requirements and their rights and obligations in applying for and receiving assistance. Potential applicants who inquire at the OSCC must be referred immediately to the CWA/MWA to complete an application. The application process begins with the initial contact by a member of the assistance unit with the CWA or MWA and ends with a decision by the agency as to the eligibility of the assistance unit for

benefits and a determination of To-Work status. As part of the application process the CWA/MWA worker must do the following:

- Assess the applicant for immediate need, expedited food stamps, emergency assistance and for disability issues that require accommodation. (Additional guidance regarding disabilities will be provided in a forthcoming instruction.)
- Explain the programs/services and detail the applicant's rights and responsibilities including his or her mandatory cooperation with Child Support and paternity requirements, work requirements, time limits, family cap provisions, requirements for affidavits regarding felony conviction, parole violation, drug conviction, and teen parent requirements. This discussion should include informing the customer of his/her responsibility to comply with WFNJ and FS work requirements as a condition of eligibility.
- The CWA/MWA worker shall also identify any social service needs of the applicant and the applicant's family.
- The CWA/MWA worker shall screen the individual for possible deferral from the work requirement.
- If not deferred, the CWA/MWA worker shall determine if the applicant/recipient should be referred for additional social service needs including Substance Abuse Initiative (SAI), Mental Health Initiative (MHI) or Family Violence Option (FVO).
- If the applicant/customer is a mandatory work customer, the CWA/MWA worker shall determine if a referral to the OSCC is the appropriate activity.
- In all cases, the CWA/MWA worker shall inform the applicant about the availability of employment-related services at the OSCC.
- The Employability Plan Development tool (EPDT) (**Attachment B**) shall be completed in fulfilling some of the above requirements. Additional instruction on the use of the EPDT is provided in a separate instruction. Following the completion of Part A of the EPDT the CWA/MWA worker shall complete an initial Individual Responsibility Plan (IRP) (**Attachment C**) with the applicant/customer.

**5. To-Work PARTICIPATION REQUIREMENT: MANDATORY or DEFERRED:**

One of the goals of the transition is to integrate the WFNJ population into the OSCC system to ensure that the maximum opportunities for self-sufficiency, employment retention and career advancement are made available. Although the majority of the adult population collecting public assistance will be referred to the OSCC, some individuals are not appropriate for immediate referral and some individuals may never be appropriate for referral. Some individuals who are mandatory work customers will first be referred to social service activities by the CWA/MWA such as the SAI and the MHI when appropriate. In these situations, the assigned activity shall be considered the individual's "work activity" and shall

be administered by the CWA/MWA. SAI and MHI are not considered a To- Work activity administered by the OSCC.

At WFNJ and/or FS application, the CWA or MWA will accept documentation that is necessary to determine financial eligibility for Temporary Assistance for Needy Families (TANF), General Assistance (GA) and Food Stamps (FS) and perform an initial eligibility determination. If the applicant appears to be eligible for WFNJ and/or FS services, the CWA or MWA will perform an assessment to determine which of the four following actions are appropriate for the customer: Early Employment Initiative (EEI) (for TANF only), deferral, other social service needs that must be addressed before To-Work activities (including SAI, MHI, and FVO), or immediate OSCC referral. All individuals that are deemed mandatory and appropriate for To-Work services shall be referred to the OSCC. When a potential reason for deferral is identified, the CWA/MWA shall verify the ground for deferral. Procedures for deferrals from the WFNJ work requirement are available in a separate instruction. The CWA/MWA will provide case management and additional services appropriate for customers who are deferred. Customers referred for DFD-administered activities such as SAI or MHI shall be monitored by the CWA/MWA and shall be referred to the OSCC for To-Work services when these activities are appropriate. In all cases, individuals will continue to receive social services from the CWA/MWA as needed.

- 6. INTAKE ASSESSMENT:** In order to ensure that customers are adequately screened for issues related to referral as well as immediate social service needs, the CWA or MWA will use an Employability Plan Development Tool (EPDT) Part A. Additional instructions will be forthcoming regarding the timing of the EPDT in the application/eligibility process. Those customers referred to the Division of Vocational Rehabilitation Services (DVRS) shall be evaluated by DVRS using the Individualized Plan for Employment (IPE) as required by federal Vocational Rehabilitation law. The EPDT/IPE should be accessible to OSCC, CWA, and MWA staff unless the information is deemed sensitive. The EPDT tool will be utilized by the CWA or MWA to substantiate the initial WFNJ To-Work service decision and to provide the initial assessment of barriers required prior to completion of the Work First New Jersey IRP. The Workflow work group recommends the CWA/MWA document “referral to OSCC for work activity assignment” as a “WFNJ Eligibility Requirement” for individuals with work requirements. This will assign responsibility for To-Work activities to the OSCC. Under DFD regulations, the IRP is initiated by the CWA or MWA staff. The purpose of the IRP is to notify the customer of their responsibilities under WFNJ to create a mutually agreed upon plan of action for the customer to participate in programs and services that will lead to employment if possible, and to identify the supportive services that will be provided to enable the customer to participate in the identified programs and services. The IRP has two distinct sections: a signed and witnessed “WFNJ Eligibility Requirement”

section, and a “Work Activities” section. The CWA or MWA shall have the customer sign the portion that certifies that they understand their participation requirements. After the WFNJ customer is referred to the OSCC and appears for an appointment, the OSCC will complete the EPDT- Part B, and then complete the section of the IRP that documents the work activity assignment. The OSCC shall complete the EPDT Part B and shall perform all other employability assessments and will complete the IRP with the customer, which will include referring the customer to their To-Work activities and documenting the information on the IRP. **The Work Activities section of the IRP, completed by the OSCC, must be communicated to the CWA or MWA within 24 hours in order to meet federal reporting requirements and to establish the necessary support services provided by the CWA or MWA. The OSCC shall notify the CWA/MWA when the IRP has been completed, and verify that the identified support services will be provided.**

A new IRP must be completed any time there is a change in the activities required of the customer or agency. Each time that an IRP is completed, or a change is made, the OSCC worker must notify the CWA worker of the change and verify that appropriate support services will be provided.

7. **AMERICA’S ONE-STOP OPERATING SYSTEM (AOSOS):** AOSOS will be used as the formal electronic communication system for case management and may be supplemented by non-electronic communications mechanisms. On July 1, 2004, basic customer information from Family Management Information System (FAMIS) was electronically transferred to AOSOS. When staff is trained, the CWA or MWA shall use AOSOS to input other customer information and create inter-agency referrals to be sent to the OSCC. The OSCC and CWA/MWA shall use AOSOS to avoid conflicts in appointments. The CWA or MWA staff may supplement electronic communication by using the OSCC Interagency Information Report, NJES- 1A (**Attachment D**) and forward copies of the completed form to the OSCC. The CWA or MWA staff will complete this information at intake. When the customer reports to the OSCC staff for their appointment, initial information should already have been entered into AOSOS by the CWA or MWA. The OSCC can activate the file and complete additional sections. The work registration will be fielded through the electronic transfer of information from FAMIS to AOSOS or by entering the information directly into AOSOS. A similar transfer will take place with GA customers who are included in the General Assistance Automated System (GAAS) database. (See AOSOS Required Fields **Attachment E**.)
8. **OSCC REFERRAL:** The OSCC referral process begins when the CWA/MWA uses the EPDT to determine if an applicant is appropriate for To-Work services. If a referral to the OSCC for To-Work services is

appropriate, the CWA/MWA shall document the referral to the OSCC as a WFNJ eligibility requirement on the IRP. The IRP shall reflect that an appointment shall be scheduled with OSCC upon determination of eligibility for WFNJ. WFNJ customers should enter the OSCC as soon as possible, and may be referred on a voluntary basis, even before eligibility is officially determined. This can only be done on a voluntary basis since the customer is still considered at this point to be an applicant – not a recipient - of public assistance.

When the CWA or MWA determines an applicant eligible for WFNJ or FS, the CWA or MWA shall send a letter to the customer with an appointment date and time to complete the EPDT and an IRP with the OSCC. Every effort shall be made to schedule the appointment for a mutually agreed upon date and time. The letter shall advise the customer to contact the CWA/MWA prior to the scheduled appointment to reschedule an alternate date. If the customer does not attend the initial appointment and fails to reschedule the appointment, the CWA/MWA shall begin the conciliation process.

A mandatory formal referral from the CWA/MWA to the OSCC shall be forwarded via AOSOS. When a customer with identified needs or barriers such as a disability or health related issue, transportation or child care needs is referred to the OSCC, the CWA/MWA shall provide follow-up to ensure that his or her needs are met.

Customers who apply for assistance and are determined not eligible for assistance should be advised about other OSCC services and voluntarily referred to the OSCC. Other workforce services, such as the Workforce Investment Act (WIA) programs, are available to this population and these customers must be made aware of the different programs and services they may be eligible to receive.

9. **WORK ACTIVITY PROCESS:** All WFNJ customers deemed mandatory for participation shall be referred to their local OSCC by the CWA or MWA unless their social service needs (such as substance abuse or mental health) preclude participation in a To-Work activity. **The CWA or MWA staff is responsible for ensuring all essential supports, such as childcare and transportation, are in place prior to the start of the customer's first activity.** The OSCC will have the responsibility of evaluating customers using the EPDT-Part B to determine who are immediately “work ready” and able to begin Job Search Assistance (JSA). A customer should be considered “work ready” if they possess the skills to obtain and maintain employment at the entry level or participate in JSA, further evaluation must be completed to determine what additional services the customer needs to successfully gain employment. Those customers who are not “work ready” must be evaluated and placed in services to successfully advance them into

“work ready” activities. These “work ready” preparedness services include: social services, work experience, education and/or vocational training. All non-deferred, non-voluntary TANF customers are mandatory and must participate for 35 hours per week in work preparedness activities. GA and FS customers must participate for 30 hours per week.

If an individual requests a deferral or a deferral is identified as possibly appropriate, the CWA/MWA or OSCC shall provide the individual with the form needed to document the need for a deferral (WFNJ/MED-1) if applicable. If the customer has difficulty obtaining documentation from his or her doctor, the CWA/MWA shall help the customer by contacting the doctor’s office in writing or by telephone. If the CWA/MWA/OSCC identifies a need for a temporary absence from work activities, the agencies should confer to arrange a temporary suspension of work activities. The OSCC may recommend to the CWA/MWA that an individual be deferred from the work activity requirement. The CWA/MWA has the final determination of whether a deferral shall be granted. If the CWA/MWA does not defer the individual from the work activity requirement, the CWA/MWA must discuss the issue with the OSCC and explain the decision. The OSCC shall schedule the individual in an appropriate work activity or request a case conference.

- 10. TRANSPORTATION:** The CWA or MWA will be responsible for ensuring all essential supports, such as transportation, are in place prior to the start of the customer’s first activity. However, should a new transportation need arise for a customer, the OSCC shall have access to public transportation tickets/vouchers for customers. Each local area must define how the OSCC will provide transportation services.
- 11. ADDITIONAL SUPPORTS:** The CWA or MWA worker will be responsible for ensuring all essential supports, such as child care or work related clothing, are in place prior to the start of the customer’s first activity. However, should a child care or clothing need arise for a customer that had not previously needed these work supports, the OSCC shall coordinate with the CWA/MWA case manager to access additional supports for WFNJ customers. Each local area must define how the OSCC will access and provide these additional supports.
- 12. FAILURE TO REPORT:** The sanctioning process will be implemented for those customers that do not attend their first or subsequent scheduled appointment(s) with the OSCC or a service provider, or who do not satisfactorily participate in required work activities without good cause. The goal is to successfully engage customers in work activities, not to sanction them. The sanction process can be complicated making communication and coordination between the OSCC and the CWA/MWA essential. The OSCC shall send a conciliation letter to individuals who do not attend follow-

up OSCC appointments or OSCC scheduled activities and shall at the same time transmit this information to the CWA/MWA via AOSOS. (The CWA/MWA will send conciliation letters to customers referred to SAI or MHI). This documentation must be noted on AOSOS. When possible, it will be desirable to coordinate conciliation letters with outreach activities and to make every effort to contact the WFNJ participant in order to resolve the situation quickly. Currently, many counties have resources available to facilitate outreach to TANF customers who are in danger of being sanctioned. The resources include special initiatives funding, faith-based funding and Hispanic outreach funding. The CWA/MWA should work with the OSCC to ensure that the OSCC is aware of outreach resources. Every effort should be made to ensure that outreach resources are used to make contact with customers receiving conciliation letters.

The Notice of Intent to Sanction (WFNJ/FSP-1) identifies how a recipient can comply, indicates that the individual may not be sanctioned if they had good cause for noncompliance, and identifies the appropriate case manager to contact in order to resolve the issue before the imposition of a sanction.

If a participant contacts either the OSCC or the CWA/MWA regarding the sanction, the agency shall assist the customer in resolving the matter. If a good cause exists, the activity will be rescheduled, or an appropriate activity will be assigned, or a deferral shall be initiated as needed. Customers should not be “bounced” from one agency to another in an effort to resolve a sanction. Instead, the OSCC and the CWA/MWA must coordinate services and contact each other as necessary to resolve the issue.

If the customer does not respond to the conciliation letter, then the OSCC will notify the CWA/MWA case manager. It is the CWA/MWAs responsibility to review the case record before a sanction is applied to look at case notes and review any other barriers that may have been identified. If the individual has already received at least one sanction and has not completed a Comprehensive Social Assessment (CSA), the individual shall be scheduled for completion of the assessment. The CWA/MWA has the final determination of whether a sanction shall be applied. The OSCC can make recommendations with respect to sanctions. However, if the CWA/MWA does not agree, then the CWA/MWA must discuss the issue with the OSCC and explain the decision. The CWA/MWA must discuss the issue with the OSCC and explain the decision. The CWA/MWA may feel that a sanction should not be imposed because there is good cause or some other issue that needs to be addressed before sanctioning. A case conference shall be scheduled when needed.

If a sanction is deemed necessary, the CWA/MWA shall send a notice of adverse action at least 10 days prior to the first day of the month when the sanction will be implemented.

Per N.J.A.C.10:90-4.12(a)3, “once a 10-day adverse action notice has been issued to implement a WFNJ sanction, the sanction shall be imposed unless the recipient provides good cause for failing to comply or demonstrates compliance by attending the assigned activity prior to sanction penalty imposition, which is effective as of the first day of the following month.” This means that if a client begins participating between the time that adverse action letter is sent and the time that the sanction is imposed, then the sanction will not go into effect.

In addition, there may be circumstances in which a client agrees to participate, but finds that the designated activity cannot be scheduled until after the first of the month in which the sanction is to be imposed. In these cases, current policy states that sanctions should also not be imposed. As stated in DFDI01-10-7:

Therefore, if the individual demonstrates such actions during the 10-day adverse action period, the CWAs are not to take action to impose the ... sanction. This also includes those situations in which the client indicates a willingness to comply, but due to scheduling requirements, an activity is not available until after the 10-day adverse action period has expired.

- 13. CASE MANAGEMENT:** Case management will be provided to WFNJ customers by the CWA, MWA and the OSCC. All case management functions related To-Work activities and the To-Work program would be the responsibility of the OSCC case manager. Case management functions related to WFNJ program requirements and “social needs”, such as housing, mental health, or substance abuse, will remain the responsibility of the CWA or MWA case manager. Staff from the CWA/MWA and the OSCC should contact one another if there is a question or concern with a case.

If the customer contacts the CWA/MWA for emergency assistance (EA), the welfare case manager shall contact the OSCC to ensure that work activities are coordinated with emergency needs and with the EA service plan. The OSCC must be cognizant of emergency customer needs, such as EA. If the customer contacts the OSCC and requests EA, or if the OSCC believes that EA is needed, the OSCC shall immediately contact the CWA/MWA case manager or EA unit to arrange for immediate application for EA. The OSCC will follow up with the CWA/MWA to ensure that work activities are responsive to emergent needs and to coordinate IRP and EA service plans.

If a customer mistakenly appears at the CWA/MWA instead of the OSCC (or vice versa), the customer shall be referred to the correct location and penalties avoided. Notices of appointments and other activities shall clearly identify the name of the agency, the time, date, and place for the appointment, the name of the individual conducting the appointment, the

reason for the appointment and whom to contact if the appointment cannot be kept.

**14. CASE CONFERENCES:** Case conferences must be a regular, ongoing function of the case management staff. The purpose of the conference is to identify particular issues or needs of a customer and to assist her/him in overcoming barriers and achieving self-sufficiency goals. Case conferences will be essential in determining service strategies for those customers that appear to be stagnant in To-Work activities and to better assist all customers in moving forward in activities. Situations that frequently cause problems for individuals and families and may presumptively inhibit program participation include housing, family problems, personal issues, health, and disability. The EPDT and other documents in the customer's file may indicate that some of these situations exist. However, even if there is no current documentation, the customer may still be experiencing difficulties participating in a program.

Case conferences should be in-person meetings of as many workers and service providers that regularly have contact with the customer as possible and appropriate. Building upon the formal relationship that already exists among workers directly involved with Work First, conferences must minimally include CWA/MWA and OSCC case managers, as well as SAIF case managers, SAI Care Coordinators, MHI workers, FVO workers, and DVRS workers when the customer is involved with these programs. In addition, if the customer voluntarily agrees to include other service providers with whom they are involved including a DYFS worker or someone from a private agency or service provider, such individuals should be invited to participate. When an in-person meeting with multiple providers is too burdensome, supervisors may approve telephone contact in lieu of participation. Customers should be notified and have a right to attend if they wish and to bring a representative if they wish. In cases where a customer's presence would be critical to the outcome, they should be notified of this and strongly encouraged to attend. At no time, should the case conference be compulsory for the customer. As appropriate, information gained at the case conference should inform the IRP and steps should be taken to involve the customer in updating the IRP. Minutes from case conferences and frequency of conferences should be documented.

There should be conferences (at least quarterly, absent special circumstances) on all cases in which OSCC or the CWA/MWA has identified a current and continuing problem. In addition, it is the responsibility of supervisors to review the most problematic cases on a monthly basis. Examples of such problems include a conflict in CWA/MWA or OSCC or employer/vendor requirements; the inability of the customer to make progress in activities or able to move towards self-sufficiency; personal or family stressors that inhibit participation; and cases with a history of

sanction warnings or impositions. Customers may also request a case conference at any time. In addition, the customer can request that two providers talk to one another to resolve a problem or concern.

Both the CWA/MWA and the OSCC should have full access to the other's data. For non-problematic cases, there shall be regular communication as necessary, such as to complete or update an IRP, arrange for support services or coordinate services. The CWA/MWA may review cases by looking at records on AOSOS. The CWA/MWA will be able to view case notes from the OSCC. The CWA/MWA and the OSCC shall regularly review AOSOS for updates and changes, and shall notify the corresponding agency whenever a change is made.

In some cases, initial and subsequent case conferences will be necessary. A case conference should be held when a customer becomes involved with a new program or service, including SAIF, DYFS, SAI, and DVRS, or when an individual in these activities is transitioning in To-Work activities. As a result of the conference, all workers should have a more complete understanding of some of the barriers and potential issues that a customer may face. Following the initial conference all workers on a case should have regular communication and should participate in case conferences as needed. Supervisors should be involved in determining frequency of conferences.

When a case conference is held because the CWA/MWA and OSCC disagree (for example if the OSCC wants to schedule the customer into an activity that the CWA/MWA does not think is appropriate given the customers social service needs), the two sides should discuss the issue and make every attempt to reach a consensus. The discussion shall be guided by the following premises. Generally, the OSCC is the expert in work. The CWA/MWA is the expert in social services. In all discussions the customer's preferences shall be considered and to the extent possible accommodated, in order to further customer "buy-in" and customer success. If the CWA/MWA and the OSCC case managers/specialists are unable to agree, then the matter will be referred first to agency supervisory staff and then to LWD and DFD field service representatives for assistance in resolving the matter.

**15. FAIR HEARING REQUESTS:** Verbal and written requests for hearings shall be accepted by the OSCC and forwarded timely to both the CWA case manager and fair hearing liaison, the MWA for non-consolidated municipalities, and to the Bureau of Administrative Review and Appeals (BARA).

**16. WFNJ COMPREHENSIVE SOCIAL ASSESSMENT (CSA) PROCESS:** An adult WFNJ recipient who has received cash assistance for 12 or more

cumulative months is required to complete a detailed social assessment and an employability assessment. For WFNJ/TANF and GA recipients the CWA or MWA case manager completes the comprehensive social assessment. The OSCC case manager will complete the employability assessment of the CSA. CSA procedures for all case managers will be in accordance with Regulatory Reference: N.J.A.C. 10:90-4.9. Each local area must define how the CSA will be completed and shared by the case managers. (See WFNJ Comprehensive Social Assessment **Attachment F**.)

- 17. CROSS TRAINING:** Extensive staff cross training will be provided at both the state and local level for case management staff. Training should be ongoing as issues are identified that impact the various partners and should promote a “team approach” to providing case management services. Case managers from the CWA, MWA and OSCC will share customers and will have to be aware of programs and services that are available through partner agencies. For example, training will be provided to ensure that OSCC staff knows what to do for immediate need cases. Customers should never be told “that’s not my job; go see your other case manager”. Upgrade training in the current version of AOSOS will be ongoing for all staff because programs and services provided by either case manager must be entered into AOSOS in a timely manner.
- 18. CO-LOCATION:** It is strongly recommended that WFNJ and OSCC staff be co-located. A worker that has the ability to perform many functions is preferable. For instance, a WFNJ worker located at the OSCC can pre- screen eligibility for TANF, GA and FS, make customer appointments with the CWA or MWA, and provide basic information on Human Services programs as well as ensure support services such as childcare are developed as needed. Local areas that cannot co-locate staff must address how the customers will receive full services at the OSCC, the CWA and the MWA.
- 19. TRANSITION:** There needs to be a transition plan for serving the WFNJ recipients that have been participating in To-Work activities prior to July 1, 2004. At the time of the transition many WFNJ customers will be engaged in various activities, provided by various service providers. Because the tracking and case management of these individuals will be the responsibility of the OSCC, they must be brought into the One-Stop system.
- 20. POST EMPLOYMENT:** Post employment services are vital to ensure that the WFNJ customer will maintain their current employment and continue to develop their long range vocational and career goals. Customers that are employed full-time and no longer collecting cash assistance, as well as customers that are working but are not earning enough to close their cash assistance case, must be outreached by the OSCC to offer additional employment and training services that will assist the WFNJ customer in

meeting immediate and long range goals. These services will be in addition to the existing post employment social welfare, transportation, child care and health care (including Transitional Medical Services (Medicaid Extension) services already being provided by the CWA to post TANF customers. Post employment contacts will be documented on AOSOS. Each local area must define how post employment contacts will be implemented.

**21. ATTACHMENTS:**

- A.** Template For Change (Suggested Workflow for Consolidated System)
- B.** Employability Plan Development Tool
- C.** Individual Responsibility Plan
- D.** Interagency Reporting Information Report, Form NJES-1A
- E.** Required AOSOS Fields
- F.** DFD Instruction: WFNJ Comprehensive Social Assessment

**22. INQUIRIES:** Questions concerning this Guide should be directed to Donald Forsythe, Division of One-Stop – Programs and Services, (609) 984-6091 or by electronic mail to [Donald.forsythe@dol.state.nj.us](mailto:Donald.forsythe@dol.state.nj.us).

