County of Somerset New Jersey

PO Box 3000 – 20 Grove Street COUNTY ADMINISTRATION BUILDING SOMERVILLE, NJ 08876-1262

PURCHASING DIVISION MELISSA A. KOSENSKY, RPPO, QPA Interim Purchasing Agent



PHONE: (908) 231-7043 Fax: (908) 575-3917

NOTICE OF RFA

TO SUBMIT APPLICATIONS FOR A SUMMER YOUTH EMPLOYMENT PROGRAM

The County of Somerset is soliciting proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq. for the Request for Application (RFA) for a Summer Youth Employment Program funded by a grant from the New Jersey Department of Labor.

Sealed responses will be received by the Purchasing Agent on <u>July 21, 2020</u> at <u>12:00</u> <u>P.M.</u> in the Purchasing Division, County Administration Building, 20 Grove St., Somerville, NJ 08876 at which time and place responses will be opened for:

GREATER RARITAN WORKFORCE DEVELOPMENT BOARD SUMMER YOUTH EMPLOYMENT PROGRAM (SYEP) CY-COM-0066-20

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

Specifications and instructions may be obtained at the Purchasing Office or on the County Website, www.co.somerset.nj.us, or on the home page of www.thegrwdb.org.

Any RFA Addenda will be issued on the websites and processed in accordance with N.J.S.A. 40A:11-23(c)(1). All interested respondents should check the websites from now through RFA 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, RPPO, QPA Interim Purchasing Agent

1. Introduction

The Greater Raritan Workforce Development Board (GRWDB) is seeking requests for application to create a pool of employer respondents to provide youth, ages 16-24, valuable primarily virtual summer internships in order to help them successfully transition into the world of work. This program is funded by the NJ Department of Labor.

2. Administrative Conditions and Requirements

The following items express the conditions and requirements of this RFA. Together with the other RFA sections, they apply to the RFA 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 RFA 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 RFA.

2.1 Schedule

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

| 1 | Release of RFA | July 2, 2020 - (Website) |
|---|--|---------------------------|
| 2 | Questions and Clarifications Due | July 13, 2020 |
| 3 | Application Due Date | July 21, 2020 at 12:00 PM |
| 4 | Evaluation Completed | July 22, 2020 |
| 5 | Initial Employers and Interns Matched | July 24, 2020 |
| 6 | Interns Start on Rolling Eight-Week Schedule | July 27, 2020 |
| 7 | Internships End | October 30, 2020 |
| 8 | Documents Collected and Surveys Completed | November 30, 2020 |

2.2 Proposal Submission Information

Submission Date and Time:

July 21, 2020 at 12:00 P.M.

One (1) Original **signed in ink** & one (1) copy.

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

Submission Office:

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

Clearly mark the submittal package with the title of this RFA and the name of the responding firm, addressed to the Purchasing Agent. The original proposal shall be <u>signed in ink</u> and marked to distinguish it from the <u>one (1) copy</u>. <u>Faxed or emailed proposals will NOT be</u> accepted.

Only those RFA 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 Somerville, NJ 08876

2.4 County Representative for this Solicitation

Please direct all questions in writing to: Melissa A. Kosensky, RPPO, QPA Interim Purchasing Agent

Voice: 908-231-7043 Fax: 908 575-3917

Email: <u>PurchasingDiv@co.somerset.nj.us</u>

Questions by prospective respondents concerning this RFA may be addressed to Melissa A. Kosensky, RPPO, QPA, Interim Purchasing Agent for the County of Somerset in writing via fax at 908-575-3917 or by email: 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. Questions regarding Appendix A of the RFA can be addressed by Jeanne Cassano, Greater Raritan Workforce Development Board Job Developer at jcassano@co.somerset.nj.us or via fax at 908-541-5753.

Interpretations of the RFA 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 application 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, <u>addressed to the Purchasing Agent, referencing the Contract Name and Contract Number in the subject line</u>, at <u>PurchasingDiv@co.somerset.nj.us</u>. 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 bidders. All addenda so issued shall become part of the specification and RFA 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 RFA package. They will be sent via electronic transmissions to those known recipients of the RFA specifications.

E. Discrepancies in RFA'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 RFA, 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 Evidence - 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

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 bid, 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 RFA.

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 RFA response/bid or accompanying the RFA 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 RFA proposal/bid whether or not a stockholder or partner owns less than 10% of the business submitting the RFA proposal/bid. Failure to comply requires mandatory rejection of the RFA proposal/bid. The Respondent shall complete and submit the form of statement that is included in this RFA.

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

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

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.

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 \$1,000,000.00 any one person and \$3,000,000.00 any one accident for bodily injury and \$1,000,000.00 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 \$1,000,000.00 any one person and \$3,000,000.00 any one accident for bodily injury and \$1,000,000.00 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 \$1,000,000.00/occurrence, \$1,000,000.00 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.

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 RFA, the contractor agrees to extend the terms and conditions of this RFA, 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 bidder 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.

2.12 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 County.

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 RFA 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 RFA'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.

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.

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, without the prior written consent of the owner. All information supplied to the owner may be required to be supplied on CD-ROM/USB flash drive media compatible with the owner's computer operating system windows based, Microsoft Office 2010.

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/RFA Packages

Official County Request for Application (RFA) packages are available from www.co.somerset.nj.us 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 RFA documents.

2.25 Altering Official Document

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

2.26 RFA Preparation of Forms

RFAs <u>must be signed in ink by the respondent</u>; 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

2.28 No Endorsement

Award of professional services contract does not constitute an endorsement by the County of Somerset. A firm awarded a professional services contract shall not promote or advertise its designation without first obtaining the County's permission.

2.29 Effect of Award

Being awarded a contract as a professional service provider to the County does not guarantee any work or the assigning of any cases and does not bind the County to guarantee any form of employment or engagement.

2.30 Open Public Records Act

Respondents are hereby advised that their responses may be subject to dissemination under the Open Public Records Act ("OPRA") or the common law right of access.

3. Scope of Work

3.1 Background

Through policy, oversight, and planning The Greater Raritan Workforce Development Board (GRWDB) ensures that workforce training and education are responsive to and meet the need of all strategies and work programs.

The board employs staff to work collaboratively with partners in addressing the short- and long-term workforce needs of local employers. A separate and active set of some 40 community individuals help undergird this work in four separate committees which strive to understand state data sets and propose program direction and goals. Staff, board members and community members work to actively engage all community members in workforce opportunities, including new opportunities that will help meet the needs of sometimes-overlooked groups.

The Greater Raritan Summer Youth Employment Program, previously planned for in-person internships and in-person work-readiness modules, is shifting to a virtual platform, to better reflect the realities of our employers and job seekers. In this new format, the program aligns with several key strategic priorities the board has established for itself and staff:

- Focus on sector strategies consistent with the New Jersey State (Economic Development) Plan and the New Jersey Combined (workforce development) Plan. Youth ages 16 to 24 (in-school or out-of-school) is one of the populations segments the state and local plans focus on and want to assist.
- **Build strategic alliances with partners.** A key element in the Greater Raritan Summer Youth Employment Program is leveraging the existing relationships the board has with different community businesses and organizations to show them the true power of the local workforce system and connections. This includes identifying businesses which have internship opportunities for the new program, as well as having partners help us identify youth for the internships youth who are currently being served, as well as those who don't fit existing programs as they are structured but who still could benefit from a summer work experience.
- Focus our strategies on career paths versus simply employment. The Summer Youth Employment Program's Work Readiness Training portion will allow the Greater Raritan Workforce Development Board to introduce program participants to local subject experts who can speak to the basic skills needed for success in the work world. In addition, the Work Readiness Training will include unlimited access to SkillUp Greater Raritan, an online portal participants will use to review basic work skills and ideas, as well as specific trainings they can use to help further their work goals.
- Recognize that some participants may need supportive services. We know that equity of access can be a barrier for some shifting to a virtual internship model. We are ready to use supportive services funding, were applicable, to assist program participants.

The GRWDB is committed to expanding the development of employment opportunities for residents of Hunterdon and Somerset counties. The Board and the staff, in accordance to the Local Area Plan, know that the opportunity to initiate the Summer Employment Program in offering internship placements with partner employers will coincide with our stated strategic priorities. The Board and staff continue to build alliances with partners, have an excellent marketing/outreach plan and have a standing in the community where we are recognized as the workforce development experts.

Our partnership with youth-based services is effective in working with students in continuing education, trainings and credentialing to those 16 years and older. The GRWDB helps promote the college's workforce programs and all services offered by the One-Stop Career Center through digital and traditional marketing methods. In the winter and spring of 2019, the GRWDB collaborated with the college to successfully apply for a private \$20,000 grant offered by the IMPAQ/Maher Education Fund. The grant funded a certificate-welding program for 12 students who subsequently completed the class in the spring.

To grow the awareness of the many services provided by the One-Stop Career Center and its partners, GRWDB staff partnered with different libraries in Hunterdon and Somerset counties to host a One-Stop Career Day at the different branches. Community members met with a Job Developer to learn about a variety of services, including career counseling, career training grants and tuition waivers, hiring incentives for employers, special services for veterans, disabled and mature workers, and prospective entrepreneurs in need of advice. Staff has also partnered with county departments, the One Stop Career Centers, libraries, businesses, non-profits, committees and schools to offer trainings in accessing the SkillUp Greater Raritan online training portal. The staff provides guest speaking services to promote the One Stop Career Centers to the Freeholders, service clubs, and business organizations; and maintains memberships on boards, commissions, committees and associations, locally, statewide and nationally.

After the coronavirus pandemic closed offices in the third week of March, all these services shifted to a virtual environment. GRWDB staff members have conducted weekly GoToMeeting webinars on SkillUp Greater Raritan attended by hundreds of residents. In addition, staff members also have presented other webinars to business and community members, and actively promoted separate webinars presented by the career coach of the One-Stop Career Training Center. GRWDB staff members also have collaborated with other system partners on a virtual Job Match project which has resulted in more than 100,000 job lead emails being sent to job seekers since the end of April.

These Greater Raritan Workforce Development Board team members are traveling down many different avenues to introduce community members to the many services available through the local system. A virtual Summer Youth Employment Program is just one more example of a new road being taken for job-readiness training in our community.

3.2 Eligible Applicants

This targeted opportunity is open to all employers in Hunterdon and Somerset counties. Employers must have at least two open part-time positions available between August 3, 2020 and Oct. 30, 2020, with work, projects and programs that can be done virtually. Work that can be done in an outside environment or in a space that follows the CDC business safety guide lines, also will be considered. Eligible applicants must follow all federal and state wage and labor laws and meet all work and employment requirements for these summer interns.

3.3 Vision

The GRWDB, collaborating with partners, works to achieve the board's vision for the local area:

- Creating an environment of continuous improvement in efficiency and effectiveness of workforce investments based on the needs of job seekers and employers.
- Setting high standards for all operating areas of the Greater Raritan Workforce Development Board, One Stop Operator, career services, and training services.
- Creating a culture where expectations are exceeded, and accomplishments are recognized.
- Increasing the engagement of employers and job seekers with a focus on increased customer satisfaction levels and performance outcomes.
- Expanding opportunities for employers and job seekers through increased market penetration with a focus on serving the needs of local businesses.
- Expanding opportunities and outcomes for youth populations with a focus on sustainable wage career employment.

3.4 Purpose

- To enlist public and private partners to connect young adults ages 16-24 to paid internships and work experiences in high growth industries and occupations that are in line with each local area's plan. The GRWDB will work with forty (40) applicants in Hunterdon and Somerset counties (10 in Hunterdon and 30 in Somerset) who will be matched to public and private employers in the two counties offering summer internship opportunities for youth ages 16 to 24. Each position will be for 21 hours per week over an 8-week period. Positions will be available from July 27, 2020 to October 30, 2020. The employers will be chosen by July 22 through a fair and open Request for Application (RFA) process, following established procedures for Somerset County, which is the fiscal agent of the GRWDB. At the same time, the GRWDB, working with community partners, will recruit applicants for the positions. The GRWDB will seek out employers from financial services, cultural institutions, media, health care, legal services and government agencies.
- Provide for each program participant a total of 35 hours of workforce readiness training which will
 include topics such as: soft skills training, financial literacy, resume building, entrepreneurship
 skills, diversity training, and prevention of workplace harassment training. The interns also will
 participate in weekly work readiness sessions conducted virtually by the GRWDB Program
 Coordinator. Each program participant will utilize the SkillUp Greater Raritan e-learning portal for
 additional training and certificates; this will total 16 hours per participant. Additionally, Interns will
 have programming that includes work readiness and workplace etiquette, career exploration,
 budget planning, applying and interviewing for a job, time management, life goals and leadership
 skills.
- To provide program participants exposure to different careers and an opportunity to (1) gain work experience in a virtual environment; (2) earn a paycheck; (3) prepare for a future career; (4) interact with employers; (5) learn about community resources; and (6) receive supportive services.

3.5 Responsibilities

- Intern work experience period will be any consecutive 8-week period between Monday, July 27, 2020 and Friday, October 30, 2020.
- Interns will participate 25 hours per week, 200 hours over eight weeks, and earn a payment of \$11.50/hour. Weekly participation will include internship hours as well as workforce readiness hours.
- Interns will attend a virtual program orientation prior to placement, where policies pertaining to short-term employment such as time and attendance policies, call-off policies, dress code policy, code of conduct, discipline/termination, pay schedule, working remotely, etc. are reviewed.
- The GRWDB will maintain files for all participants including: signed acceptance of program policies provided at orientation, intake form, program eligibility documentation, internship placement documentation, validated participation timesheets, working papers (if under 18 years of age), and exit evaluation form.
- The GRWDB will ensure worksites for youth adhere to applicable federal/state wage and labor laws.
- The GRWDB will maintain files for worksite sponsors, including worksite agreements, security clearances, and final employer satisfaction survey. Worksites accepting interns under the age of 18 will ensure that the supervisor and anyone having on-going direct contact with any minor throughout the internship has proper up-to-date clearance and has passed a background check. All documents, forms and agreements have been developed and ready for use.
- Somerset County, as the fiscal agent for the GRWDB, will provide to each successful employer applicant the full stipend for each intern working for that employer. The employer will be responsible for paying each student's stipend, following that company's pay-period procedures over the course of the eight-week internship, and provide validated pay period timesheets to the GRWDB.

• Interns will be partnered with a local employer to take part in 20 hours of remote work weekly as assigned by the employer. These placements will be based on career interest where possible. Interns must complete 160 hours on the job in 8 weeks' time. Failure to complete 160 hours in the allotted 8 weeks can result in termination from program. Interns will keep a timesheet, submitted to the employer who will monitor progress during time working remotely and will assist as needed. This is the intern's opportunity to gain real life experience from skilled professionals, so respect and professionalism will be key to the interns success. Learn everything you can during your time in your internship.

3.6 Deliverables

- Forty (40) youth will have a productive experience during an 8-week period between Monday, July 27, 2020 and Friday, October 30, 2020. The internship will provide participants with career pathway knowledge and career-readiness training in a variety of areas.
- The Work Readiness Training component will include unlimited access to SkillUp Greater Raritan, an
 online portal participant's will use to build up their basic works skills and competencies. Each
 participant will be expected to study and complete a minimum of four of these classes, resulting in
 badges/certificates. In addition, participants can take part in certification tracks, working toward an
 exam. Participants will work with GRWDB staff to choose a study option that aligns with their
 individual career goals.
- The GRWDB will maintain files for all participants including: signed acceptance of program policies provided at orientation, intake form, program eligibility documentation, internship placement documentation, validated participation timesheets, working papers (if under 18 years of age), and exit evaluation form.
- The GRWDB will maintain files for worksite sponsors including: worksite agreements, security clearances, and final employer satisfaction survey. Worksites accepting interns under the age of 18 will ensure that the supervisor and anyone having on-going direct contact with any minor throughout the internship has proper up-to-date clearance and has passed a background check. All documents, forms and agreements have been developed and ready for use.
- Somerset County, as the fiscal agent for the GRWDB, will provide to each successful employer applicant the full stipend for each of their interns. The employer will be responsible for paying each student's full stipend, following that company's pay-period procedures over the course of the eightweek internship, and provide validated pay-period timesheets to the GRWDB.
- All student and employer participants will be surveyed after the internship has been completed to gauge how the quality of the experience and improve it for future years.

COUNTY OF SOMERSET EXCEPTIONS

For each exception, the respondent must identify the specific section of specifications by providing the number and title the exception applies to. It is the responsibility of the respondent to document the equivalence claim in writing. Submitting product brochures is not an acceptable claim of equivalence.

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USE ADDITIONAL SHEET IF NECESSARY

4. Proposal Requirements

4.1 Application Procedure

Respondents are requested to read the applicant letter found in Appendix A, and complete the Summer Youth Employment Program Intern Request Form, also in Appendix A. For the internship description as much detail as possible is requested for the position and its responsibilities; a job description may be included. A separate description page may be attached.

The Program Intern Request Form and other respondent's material in this RFA will be reviewed and evaluated by staff from the Greater Raritan Workforce Development Board. It is anticipated that review process will be completed by July 22, 2020, with the goal of starting some interns on July 27, 2020, and subsequent start dates rolling through on subsequent Mondays until Sept. 7.

4.2 Reserved

5. Evaluation, Review and Selection Process

5.1 Proposals to Remain Subject to Acceptance

RFA responses shall remain open until approved by the Greater Raritan Workforce Development Board.

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 RFA and to complete the work contemplated therein. The owner reserves the right to waive any minor informality in the RFA.

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 proposals must be reviewed by the Greater Raritan Workforce Development Board. 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 – RFA 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 RFA 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 RFA. The proposals will be evaluated for general compliance with

instructions and requests issued in the RFA. 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 RFA. 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 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 RFA.

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 (Use of Funds)

Interns will work 25 hours per week over an eight-week period, at an hourly rate \$11.50. Somerset County, as the fiscal agent for the GRWDB, will provide each successful employer applicant the full stipend for each of the interns. The employer will be responsible for paying each student's full stipend, following that company's payperiod procedures over the course of the eight-week internship, and provide validated pay-period timesheets to the GRWDB.

For the period of July 1, 2020 through October 30, 2020:

| Budget Category | Cost Per Participant |
|---|-------------------------|
| Youth Stipends (\$11.50 x 25hrs x 8 weeks) | \$ 2,300 |
| Total | \$ 2,300 |

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 RFA.

Total overall use of funds to complete the project, will be identified through RFA Submission and GRWDB. The level of service must be in compliance with the GRWDB guidelines as contained in the program guidelines and must be noted on all forms. Once the application is approved, any changes to program and funding must go through budget modification process, including budget form and letter submitted to the GRWDB Coordinator for approval prior to implementation.

5.6 Term of the contract

July 1, 2020 - October 30, 2020.

5.7 Notice of Award

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

Contracts for award will be prepared by the Greater Raritan Workforce Development Board. The Purchasing agent may then send a purchase order/voucher to the respondent.

The County of Somerset reserves the right to consider adjustments to funding levels during the contract period. These adjustments shall be based on levels of service, community needs, and funding changes.

COUNTY OF SOMERSET RFA DOCUMENT CHECKLIST

| | | Read, Signed & Submitted Respondent's Initial |
|---------|---|--|
| | Ownership Disclosure Form Non-Collusion Affidavit Required Evidence EEO/Affirmative Action Regulations Questionnaire— Submit Copy of State Certificate of Employee Information Report Proposal Cost Form/Signature Page Acknowledgement of Receipt of Addenda (To be Completed if Addenda are Issued) Other: Appendix A and B Business Registration Certificate Disclosure of Investment Activities in Iran Certificates of the Required Insurance naming County Additionally Insured — Prefer with RFA Response. Required prior to award of contract Key Personnel Information | |
| | Americans With Disability Act of 1990 Language | |
| howev | checklist is provided for respondent's use in assuring compliance with required diver, it does not include all specifications requirements and does not relieve the respondent or read and comply with the specifications. | |
| Name | of Respondent: Date: | |
| By Aut | horized Representative: | |
| Signat | ure: | |
| Print N | lame & Title: | |

COUNTY OF SOMERSET, NEW JERSEY

PROPOSAL COST FORM/SIGNATURE PAGE

TO THE COUNTY OF SOMERSET BOARD OF CHOSEN FREEHOLDERS:

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:

SUMMER YOUTH EMPLOYMENT PROGRAM CY-COM-0066-20

| Provide Executed Appendix A a | and B Yes NO |
|-------------------------------|-------------------------------------|
| | |
| 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

| BID SOLICITATI | ON #: | VENDOR {BIDDER}: | | |
|--|---|--|--------------------|--|
| 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 | | | | |
| PLEASE NOTE | | A NON-PROFIT ENTITY, THIS FOR | M IS NOT REQUIRED. | |
| 10% or greater IF THE ANSW 2. Of those parties parties individu 3. Of those parties parties corporated 4. If you answer to in the corporation | interest in the Vendor {Bidder}? NSWER TO QUESTION 1 IS "NO", PLE. VER TO QUESTION 1 IS "YES", PLEAS Sowning a 10% or greater interest in als? Sowning a 10% or greater interest in tions, partnerships, or limited liability O Question 3 is "YES", are there any on, partnership, or limited liability co | E ANSWER QUESTION 2—4 BELOW. In the Vendor {Bidder}, are any of those In the Vendor {Bidder}, are any of those In companies? In companies owning a 10% or greater interests. | | |
| | | | | |
| 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 {Bidder}. 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. | | | | |
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COUNTY OF SOMERSET, NEW JERSEY NON-COLLUSION AFFIDAVIT (N.J.S.A. 52:34-15)

| State of | | |
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| County of | | |
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| | | |
| I,(Name of Affiant) | 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 oat | h depose and say that: | |
| I am(Title or Position) | of the Company of | |
| (Title or Position) | | (Name of Firm/Company) |
| the Bidder/Respondent making this Proposal | for the Bid/RFA numbered | |
| and that I executed the said Proposal with fu | II authority to do so; that s | (Contract #) said Bidder/Respondent has not, |
| directly or indirectly entered into any agreem | nent, participated in any co | ollusion, or otherwise taken any |
| action in restraint of free, competitive bidding | g in connection with the at | pove numbered project; and that |
| all statements contained in said Proposal and | I in this affidavit are true a | nd correct, and made with full |
| knowledge that the County of Somerset relie | s upon the truth of the sta | tements contained in said Proposal |
| and in the statements contained in this affida | avit in awarding the contra | ct. I further warrant that no person |
| or selling agency has been employed or retai | ned to solicit or secure suc | ch contract upon an agreement |
| or understanding for a commission, percenta | ge, brokerage, or continge | ent fee, except bona fide employees |
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| (Signature of Affiant) | | |
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| (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:

| foll | lowing documents: | ,, , , , | | |
|------|---|---|---------------------------------------|--------------------------|
| | Letter of Federal Service Vendors Letter of Federal Approval indicating that the sanctioned affirmative action program. A covendor to the County and the Division. This a issuance. | py of the approval letter is to be | provided b | y the |
| | you have a federally-approved or sanctic yes, please submit a photo static copy of | | Yes 🗌 🛚 | No 🗌 |
| 2. | A Certificate of Employee Information Report N.J.A.C. 17:27-1.1 et seq. The vendor must evidence of its compliance with the regula approval of the vendor's Employee Information period of validity of the Certificate is indicated their expiration date in order to remain valid. | provide a copy of the Certificate t tions. The Certificate represents ation Report, Form AA-302 by the d on its face. Certificates must be | the Cour the reviev ne Division | nty as v and . The |
| | you have a State Certificate of Employee yes, please submit a photo static copy of | | Yes 🗌 I | No 🗌 |
| 3. | The successful vendor shall complete an Initi the Division with \$150.00 Fee and forward a and review by the Division, this report s regulations. Prior to execution of the contract | copy of the Form to the County. I hall constitute evidence of comp | Jpon subm oliance wit | ission |
| | e successful vendor may obtain the Affirmative Division website www.state.nj.us/treasury/co | | port (AA30 | 2) on |
| | e successful vendor(s) must submit the AA30 aployment Opportunity Compliance, with a cop | | Contracts | Equal |
| rec | e undersigned vendor certifies that he/she quirements of N.J.S.A. 10:5-31 and N.J.A.C. dence. | | | |
| | e undersigned vendor further understands tha d contractor fails to comply with the requirem | | | sive if |
| СО | MPANY: | SIGNATURE: | | |
| PR | INT NAME: | TITLE: | | |

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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. I7:27-5.2.

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:

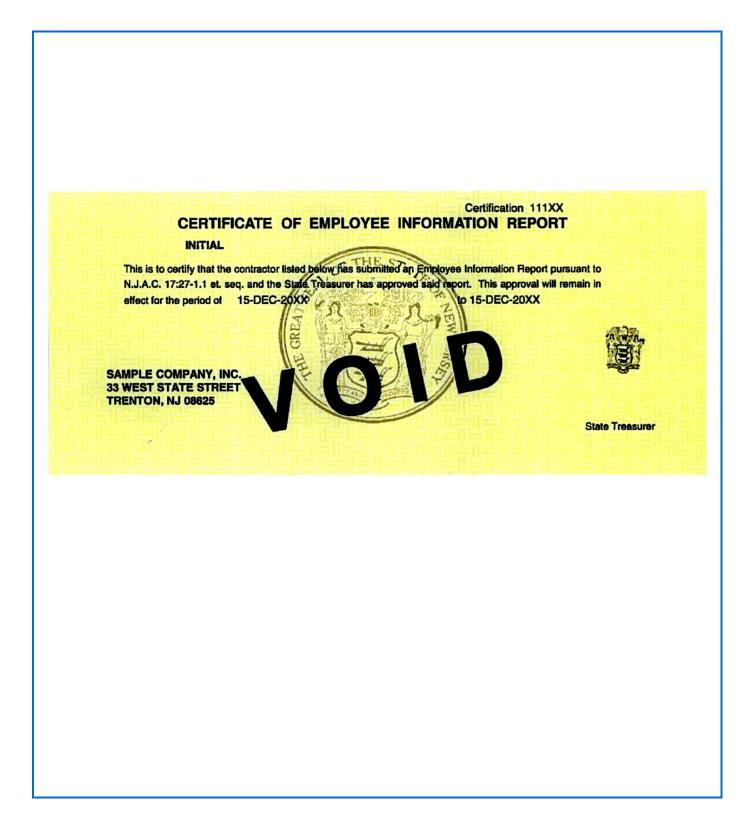
Letter of Federal Affirmative Action Plan Approval

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).

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



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 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or 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** TWO ACCEPTABLE **BUSINESS REGISTRATION CERTIFICATES**

PREFER SUBMITTED WITH RFA RESPONSE REQUIRED BY LAW PRIOR TO AWARD OF CONTRACT





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:

| ADDENDUM | | ACKNOWLEDGE RECEIPT |
|------------------|--------------------------------|------------------------|
| NUMBER | DATE | (Initial) |
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| D | | |
| By: | (Signature of Authorized Repre | ocentative) |
| | (Signature of Authorized Repre | esentative) |
| Name: | | |
| | (Print or Type) | |
| | ` '' ' | |
| Title: | | |
| 5 . | | |
| Date: | | |

FORM NOT REQUIRED IF NO ADDENDA ISSUED

County of Somerset, New Jersey

Disclosure of Investment Activities in Iran

| Bidder Name: | |
|--------------|--|
|--------------|--|

Part 1: Certification BIDDERS 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. Bidders must review this list prior to completing the below certification. Failure to complete the certification may render a bidder'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 bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is <u>listed</u> 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 bidder 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 INFOMRATION RELATED TO INVESTEMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activates 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.

| Full Name (Print): | Title: | |
|--------------------|--------|--|
| Signature: | Date: | |

APPENDIX A

Dear Applicant,

The Greater Raritan Workforce Development Board is the recipient of the NJ Department of Labor's grant to provide the Summer Youth Employment Program initiative in Hunterdon and Somerset counties. The grant recognizes the potential of meaningful summer work experience programs to combat poverty, youth unemployment, and youth crime rates by introducing youth to career pathway opportunities. The 2020 Summer Youth Employment Program (SYEP) is being funded to provide in-school and out-of-school youth, ages 16-24, with valuable summer internships in order to help them successfully transition to the world of work.

The intern program has pivoted from an on-site opportunity to virtually based due to Covid-19 which will offer youth the opportunity to provide organizations with virtual assistance on tasks that can be handled remotely. The Summer Youth Employment Program is an eight-week internship paid \$11.50 an hour for 25 hours a week, with 4 of those hours spent on work readiness training. Intern stipends will be paid by Somerset County through the grant funding from the State. In addition to learning new skills and being introduced to new career options, interns will be taught the basics of work, including employee benefits, pay schedules and personnel codes. Target enrollment is 30 students from Somerset County and 10 students from Hunterdon County.

The SYEP 2020 will shift to a more technology-based model, whereby digital devices, the Internet, and innovation learning and earning strategies will ensure that youth and employers will reap signification benefits from participating in SYEP as we serve young people by moving to a learning while earning model. The model is designed to be an experience that expands their horizons via virtual learning, linkages to workplace skills, opportunities for college/career pathways, financial literacy and youth development via hard and soft skills needed to be successful. Interns will learn work skills by actively engaging in real-world projects that engages them in work related tasks and/or functions which will enhance their content knowledge of work-related task or functions as well as critical thinking, collaboration, creativity and communication skills.

Our interns can assist you and your organization with data entry, mailings, mailing lists, marketing, file management, data base entry (updating email addresses/contact lists), research, assist with blogs, newsletters, transcribing voicemail, video, audio, podcasts, taking minutes of meetings, creating basic reports, preparing power point presentations and projects specific to your needs. Your organization will have the Program Coordinator to ensure a successful experience for both you and the youth intern. The youth intern will also work with the Program Coordinator as well. The YSEP will recruit, interview and refer intern to your organization. The organization will provide appropriate supervision and specific training for each project assigned, maintain communication with program staff about progress, concerns and successes.

Attached please find an intake form if your organization would like to be part of this exciting new program working to prepare our communities youth for the transition to the world of work. If you have any questions, please don't hesitate to reach out to me at 908-842-6011.

Sincerely,

Jeanne Cassano

Job Developer, The Greater Raritan Workforce Development Board



Summer Youth Employment Program INTERN REQUEST FORM

Thank you for applying to our Summer Youth Employment Program and being committed to fostering the professional development of our youth. We look forward to working more closely with you, the Employer, and our Intern. For this intern experience, the Employer will provide remote training/supervision of the intern.

I. Please fill in the appropriate information below.

| Employer: |
|--|
| Website Address: |
| Contact Person: |
| E-Mail: |
| Address: |
| |
| Telephone: |
| Fax: |
| Intern's Supervisor: |
| Internship Location: Work to be performed remotely |

of 8 weeks.) Dates of internship _____ Monday: Tuesday: Wednesday: Please note that on Wed all interns take part in webinar workforce readiness training from 2 to 4 p.m. Thursday: Friday: Internship description (Statement of Need): Provide as much detail as *III.* possible and include intern's responsibilities. (A separate page may be attached for this.)

Schedule of dates and time intern is needed: (Please note as a requirement of the program, the intern must work up to 21 hours per week over a span

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II.

- ✓ The intern will be interviewed via phone/video by the employer. Both the employer and the intern must agree to the internship. Either party may decline the opportunity without prejudice.
- ✓ The Intern will be paid a stipend for completing the entirety of the internship program by the SYEP.
- ✓ Employer must have the appropriate State of NJ Employment Laws posted in your workplace.
- ✓ All and any issues should be reported to SYEP Coordinator, Jeanne Cassano, at <u>jcassano@co.somerset.nj.us</u> or 908-541-5785 as soon as possible.
- ✓ There is a requirement for SYEP Staff to maintain regular contact with the employer via phone once a week and handle any issue remediation.

| IV. | Internship Manager. | | |
|------|-------------------------|-------|--|
| | Please Print Name: | | |
| Sign | pature: | Date: | |
| Nan | ne of Intern Placement: | | |
| Date | e Placed: | | |

APPENDIX B

Greater Raritan Summer Youth Employment Program (SYEP)

CORE VALUES/EXPECTATIONS FOR THE SYEP:

Respect and Value Others: Every person has value, worth, and potential and deserves to be treated with respect. This means that when someone else is talking, you are listening. There should be no interrupting or side conversations when someone else is speaking. Keep focused on the discussion; do not engage in any other activities while group is going on. Please do not laugh at others while trying to share their experiences or thoughts; we do not accept negativity in the SYEP. Gang involvement is considered negative, so there will be absolutely no gang talk, signs, colors, etc., tolerated WHATSOEVER at the SYEP. Always show respect to staff, peers, equipment, property, and guests. Remember that when you GIVE respect, you GET respect.

Build Trust, Be Honest: Honesty is the best policy, and being honest helps build trust and confidence in one another. Maintaining confidentiality in group discussions is mandatory, and what is said in group stays in group. Accepting constructive criticism from others is key to positive growth, so be honest with others as well as with yourself.

Be Accountable: Life holds you accountable and so will the SYEP. Take responsibility for *all* of your actions and choices.

Embrace Diversity: Everyone has the right to equal educational and economic opportunity. We all have our difference, but if you refrain from being narrow minded, you can learn from each other's differences. Accepting each other's differences will allow our group to have a positive bond and create a strong support system for group members, whether it is inside or outside of the program. Diverse and culturally aware groups increase the value of educational and workplace settings by generating innovative, creative, effective, and inclusive thinking and action.

Strive to Learn: Knowledge truly is power. The potential of young adults is unlimited: the right skills, experience, and guidance will lead to careers and higher education. Full participation is expected in all aspects of the SYEP.

Work Hard and Have Fun: If you put 100% in, then you will get 100% out! If you want to achieve your goals, then you must be ready to be focused and work hard. You will get out of the program what you put into the program, so anybody participating in the STEP is agreeing to have dedication and determination to achieve their educational and career goals. Staff will provide you with a high level of support, but high expectations come along with that.

Attendance: Attendance is mandatory to completing the program. This program is for you, the participant, so you should want to work remotely on your internship as scheduled and attend the virtual training sessions held each Wednesday afternoon from 2 to 4 p.m. The more days you miss from program, the less prepared you will be when you leave. All absences may be counted as unexcused unless there is a note from a physician, a copy of a court order, or proof of death in the family. In the event of illness or other appointment, you are required to call the Program Coordinator in advance to inform them of your absence and provide the appropriate documentation. *Three unexcused absences from program will lead to immediate termination from the SYEP Program.* Schedule all appointments around your program and internship schedules. If, for any reason, you must miss a day of work, it is

your responsibility to notify your supervisor with ample time. If you fail to miss scheduled work time without notice, you may be docked pay from your stipend, and will be given an unexcused absence.

Work Readiness Training Outcomes: The Work Readiness Training component will include unlimited access to SkillUp Greater Raritan, an online portal participants will use to build up their basic works skills and competencies. Each participant will be expected to study and complete a minimum of four of these classes, resulting in badges/certificates. In addition, participants can take part in certification tracks, working toward an exam. Participants will work with GRWDB staff to choose a study option that aligns with their individual career goals.

Internship: Interns will be partnered with a local employer to take part in 20 hours of remote work weekly as assigned by the employer. These placements will be based on your career interest where possible. You must complete 160 hours on the job in 8 weeks' time. Failure to complete 160 hours in the allotted 8 weeks can result in termination from program. You will keep a timesheet, submitted to the employer who will monitor your progress during your time working remotely and will assist as needed. This is your opportunity to gain real life experience from skilled professionals, so respect and professionalism will be key to your success. Learn everything you can during your time in your internship.

Community Expectations: You are now representing the SYEP when you are working with the employer and attending the training sessions. All SYEP regulations and expectations apply during your internship. Show respect, be polite, always be respectful, and maintain a positive attitude on the job.



| I, agree by signing this contract, I have read and understand program rules and regulations and am committing to full participation in ALL aspects of the Sumr Youth Employment Program for the total duration of the program. I am agreeing that I will be dedica to learning new skills and preparing for my future. I understand that if I fail to abide by the program rules, there will be accountabilities and ultimately termination from the program. | | | | |
|---|--|--|--|--|
| | | | | |
| Signature of Participant | | Date | | |
| Signature of Witness | | —————————————————————————————————————— | | |