COUNTY OF UNION

WORKFORCE DEVELOPMENT BOARD

RFP #23-2027
REQUEST FOR PROPOSALS FOR:

COMPREHENSIVE ONE STOP CAREER CENTER PROVIDER FOR YOUTH SERVICES
UNDER THE WORKFORCE INNOVATION AND OPPORTUNITY ACT

http://ucnj.org/vendor-opportunities/rfqs-and-rfps/current/

One (1) Original Paper hard copy, Two (2) Paper copies and
One (1) PDF electronic copy on Flash Drive

SUBMISSION DEADLINE

WEDNESDAY, NOVEMBER 25, 2026
11:00 AM EASTERN TIME

ADDRESS ALL SEALED PROPOSALS TO:
Kraig M. Dowd, Esq., General Counsel to the UCWDB
Weber Dowd Law, LLC
365 Rifle Camp Road, Suite 212
Woodland Park, New Jersey 07424

PUBLIC NOTICE
REQUEST FOR PROPOSALS

Notice is hereby given that the Union County Workforce Development Board ("UCWDB") will receive proposals no later than Wednesday, November 25, 2026 by 11:00 a.m. Eastern Time, addressed to Kraig M. Dowd, Esq., General Counsel to the UCWDB, Weber Dowd Law, LLC, 365 Rifle Camp Road, Suite 212, Woodland Park, New Jersey 07424, for the provision of:

COMPREHENSIVE ONE STOP CAREER CENTER PROVIDER FOR YOUTH SERVICES
UNDER THE WORKFORCE INNOVATION AND OPPORTUNITY ACT
RFP NO. 23-2027

The UCWDB will utilize a competitive contracting process to procure the listed services pursuant to N.J.S.A. 40A:11-4.1 et seq. Proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq. The procurement was authorized by UCWDB Resolution No. 2026-11, adopted July 29, 2026. Proposals will be publicly opened, and the names of Respondents and their proposal prices announced, on Wednesday, November 25, 2026 at 11:00 a.m. Eastern Time at the law offices of Weber Dowd Law, LLC, 365 Rifle Camp Road, Suite 212, Woodland Park, New Jersey 07424**.**

The services described in this Request for Proposals are supported by the New Jersey Department of Labor and Workforce Development (NJDOL) with funds from the United States Department of Labor (USDOL) through the Workforce Innovation and Opportunity Act (WIOA). The total estimated cost of the program is $600,000. One hundred percent (100%) of the total program cost, in the amount of $600,000, is financed with federal funds. Zero percent (0%) of the total program cost, in the amount of $0, is financed by non-governmental sources. This disclosure is made pursuant to Section 511 of Public Law 101-166, as re-enacted in the annual appropriations acts. The anticipated contract period is January 13, 2027 through December 31, 2027, with an option to extend from January 1, 2028 through December 31, 2028, contingent upon successful performance and the availability of funding. The Request for Proposals ("RFP") is soliciting proposals to procure a single service provider to deliver youth workforce development services under WIOA to eligible in-school youth ages 14 through 21 and out-of-school youth ages 16 through 24 in Union County, with access to all fourteen WIOA youth program elements, including work experience, and to serve as the youth intake, eligibility, and data hub for UCWDB-funded youth services.

Funding allocations governed by this public notice are set forth in the Request for Proposals. Successful Respondents must demonstrate current or future service delivery capabilities to serve youth in Union County effectively.

The Request for Proposals may be obtained online as of Monday, October 26, 2026 at http://ucnj.org/vendor-opportunities/rfqs-and-rfps/current/.

All questions regarding the RFP must be made in writing and directed to Kraig M. Dowd, Esq., General Counsel to the UCWDB, at kraig@weberdowdlaw.com. Written questions will be accepted through Thursday, November 5, 2026 by 4:00 p.m. Eastern Time. Written responses will be posted no later than Monday, November 9, 2026 by 4:00 p.m. Eastern Time. Protests of the RFP specifications must be received by General Counsel no later than Tuesday, November 10, 2026 by 11:00 a.m. Eastern Time.

* * *

All information requested in the Request for Proposals must be provided or the proposal shall be disqualified. Proposals must follow the format outlined in the RFP. Proposals must be sealed and labeled "PROPOSAL — COMPREHENSIVE ONE STOP CAREER CENTER PROVIDER FOR YOUTH SERVICES — RFP NO. 23-2027 — DO NOT OPEN". One (1) original, two (2) copies, and one (1) PDF electronic copy on a flash drive must be received by General Counsel by postal mail, hand delivery, or commercial mail carrier no later than Wednesday, November 25, 2026 by 11:00 a.m. Eastern Time. Neither the UCWDB nor its General Counsel will be responsible for late delivery by the U.S. Mail or any other carrier. No late proposals will be accepted. Proposals submitted by fax, e-mail, or other electronic delivery method will not be accepted.

The Union County Workforce Development Board reserves the right to reject all proposals in accordance with N.J.A.C. 5:34-4.3(d) and N.J.S.A. 40A:11-13.2, and to award a contract to the Respondent whose proposal is most advantageous, price and other factors considered.

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.

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SECTION I. REQUEST FOR PROPOSALS INSTRUCTIONS

The Union County Workforce Development Board (UCWDB) is issuing this Request for Proposals (RFP) to interested and qualified Respondents for a Comprehensive One Stop Career Center Provider for Youth Services under the Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128, to deliver youth workforce development services to eligible in-school youth ages 14 through 21 and out-of-school youth ages 16 through 24 who reside in Union County, New Jersey. The purpose of this request is to procure a qualified service provider to provide the requested services from January 13, 2027 through December 31, 2027, with the option to extend the agreement for one additional year, from January 1, 2028 through December 31, 2028, contingent upon successful performance and the availability of funding, as authorized by Resolution No. 2026-11 of the Union County Workforce Development Board, adopted July 29, 2026.

The Comprehensive One Stop Career Center Provider for Youth Services is the One Stop Youth Services Provider within the meaning of UCWDB Procurement Policy UCWDB-2026-309, Section 12.4. It is a youth career services provider. It is distinct from the One-Stop Operator and from the provider of Adult and Dislocated Worker career services, each of which is procured separately.

This Request for Proposals provides potential Respondents with background information and describes the desired services, the requirements for proposals, and the Sub-Recipient selection process.

Solicitation

The UCWDB will utilize a competitive contracting process to procure the listed services pursuant to N.J.S.A. 40A:11-4.1 et seq. Proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq. A procurement conducted under the competitive contracting provisions of the Local Public Contracts Law constitutes a fair and open process within the meaning of N.J.S.A. 19:44A-20.7. The use of competitive contracting for this procurement was authorized by Resolution No. 2026-11 of the Union County Workforce Development Board, adopted July 29, 2026. Pursuant to N.J.S.A. 40A:11-4.3(b) and Resolution No. 2026-11, the competitive contracting process is administered by the General Counsel to the UCWDB, Kraig M. Dowd, Esq., Weber Dowd Law, LLC, in consultation with the Director of the UCWDB.

Respondents may include:

a. For-profit organizations;
b. Non-profit organizations;
c. Public agencies, including local educational agencies; and/or
d. Consortia or partnerships of the foregoing, provided that a single lead agency is designated as the Respondent and fiscal agent and bears all contractual responsibility.

The proposal must clearly demonstrate that all contractual responsibility rests solely with one legal entity, the lead agency Sub-Recipient, and that the proposed arrangement would enable the Respondent to provide both efficient and quality services.

Agencies that have not previously been awarded a WIOA contract but have managed other federal, state, local, or private funds to deliver a similar program design, have served youth ages 14 through 24 with barriers to education and employment, or have other relevant experience connecting youth to career pathways, are encouraged to apply.

Respondents Holding Other Roles in the Local Workforce System.

A Respondent that currently holds, or is proposing for, another role in the Union County workforce system, including the role of One-Stop Operator, career services provider, or fiscal agent, or that is an entity affiliated with the UCWDB, must include with its proposal a written explanation of the firewalls, internal controls, and conflict of interest safeguards it will maintain between those roles, consistent with 20 CFR 679.430, NJDOL Workforce Innovation Notice WD-PY24-9, and UCWDB Procurement Policy UCWDB-2026-309, Sections 6.5 and 12.1.

Exclusion of Specification Drafters.

In accordance with 2 CFR 200.319(b), any person or organization that developed or drafted the specifications, requirements, statement of work, or evaluation criteria for this Request for Proposals is excluded from competing in this procurement.

This RFP contains the requirements that Respondents must meet to submit a responsive proposal, the format in which proposals must be submitted, and the documents that must be included. Proposals submitted in response to this RFP are subject to public disclosure as permitted by the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq. and the common law. All proposals shall become the property of the UCWDB.

Proposals that do not include the following will be deemed non-responsive and will not be considered for a contract award:

a. Required Proposal Formatting;
b. Program Narrative;
c. Budget and Budget Narrative, including the completed Attachment A;
d. The Minimum Standards set forth at Section V; and
e. Required Documents and Certifications, Attachment B.

The UCWDB may remove any excess pages from proposals exceeding the stated limits before the proposals are distributed for evaluation.

Organizational Qualifications and Expertise

Management.

Respondents must be able to demonstrate the management and financial capability needed to deliver the program proposed effectively and efficiently. Management capability includes the ability to:

a. Manage the project delivery effectively and efficiently;
b. Conduct self-monitoring for contract and regulatory compliance;
c. Achieve contract objectives;
d. Keep appropriate records in an auditable manner; and
e. Meet or exceed performance standards.

Financial Capability.

a. Respondents must have sufficient working capital to cover a minimum of forty-five (45) days of program expenses, including participant work experience payroll.
b. Respondents are expected to have the ability to manage and track multiple funding streams, including separate tracking of in-school youth, out-of-school youth, and work experience expenditures, and to react quickly to changes in fund availability.
c. Financial capability includes the ability to maintain financial controls, accounting procedures, and financial reporting in accordance with Generally Accepted Accounting Principles (GAAP), 2 CFR Part 200, and requirements established by the UCWDB.

Sound Financial Practices.

Separate accounting records must be kept for the contract to ensure accurate and appropriate reporting of contract expenditures, and costs must be tracked in sufficient detail to determine compliance with contract requirements, including the expenditure requirements stated in this Section, and to ensure that funds have not been unlawfully spent. All accounting records must be made available for review, examination, audit, or copying upon request.

Estimated Funding

The UCWDB anticipates allocating a total of $600,000 in Program Year 2026 Workforce Innovation and Opportunity Act funds for the services described in this Request for Proposals for the contract period January 13, 2027 through December 31, 2027. These funds are provided by the United States Department of Labor and are administered by the New Jersey Department of Labor and Workforce Development. The estimate is disaggregated as follows:

Funding Stream and Program Year	Estimated Amount
WIOA Youth — In-School Youth — Program Year 2026	$200,000
WIOA Youth — Out-of-School Youth — Program Year 2026	$350,000
WIOA Adult — co-enrollment of participants ages 18 through 24 — Program Year 2026	$50,000
Total	$600,000

Basis and contingency of the estimate. The estimate is derived from the UCWDB's Program Year 2026 WIOA allocations from the New Jersey Department of Labor and Workforce Development, the corresponding UCWDB budget resolution, and the UCWDB's planned distribution of youth funds among its youth service providers. The funding for WIOA Title I services is a formula allocation determined by the New Jersey Department of Labor and Workforce Development rather than a price established by the UCWDB. Amounts are subject to change based upon the availability of funds. The UCWDB reserves the right to amend awarded amounts upon receipt of a Notice of Obligation or Notice of Award from the New Jersey Department of Labor and Workforce Development. One organization will be selected.

Expenditure requirements. The out-of-school youth allocation of $350,000 shall be expended in full on out-of-school youth. This requirement is a fixed dollar amount, not a percentage. For reference only, $350,000 is approximately 63.6% of the $550,000 in WIOA Youth funds under the resulting contract. The UCWDB measures the out-of-school youth expenditure requirement at WIOA Section 129(a)(4)(A) and 20 CFR 681.410 across all WIOA Youth funds in the Union County local area and has set this allocation accordingly. Not less than twenty percent (20%) of the WIOA Youth funds awarded under the resulting contract, which is not less than $110,000 of the $550,000, shall be expended on paid and unpaid work experience, WIOA Section 129(c)(4) and 20 CFR 681.590. The WIOA Adult allocation of $50,000 shall be used only for WIOA Adult services to eligible participants ages 18 through 24 who are co-enrolled in the WIOA Adult program. The Sub-Recipient shall track and report in-school youth, out-of-school youth, work experience, and WIOA Adult expenditures separately each month.

Option to extend. The UCWDB reserves the right to extend the resulting contract for one additional year, from January 1, 2028 through December 31, 2028, as authorized by Resolution No. 2026-11. Any extension is contingent upon the availability of funds and upon the Board's prior consideration of a written performance review of the Sub-Recipient, recorded in the minutes of a public meeting, in accordance with UCWDB Procurement Policy UCWDB-2026-309, Section 13.2. That review will address performance against each contractual service level and performance metric; performance against the WIOA primary indicators of performance and State-negotiated levels; UCWDB programmatic and fiscal monitoring results and the resolution of any findings; the results of any New Jersey Department of Labor and Workforce Development or United States Department of Labor monitoring; the Sub-Recipient's most recent audit; expenditure performance against the approved budget; an updated risk assessment and debarment verification; and a staff recommendation. As needed, and to the extent additional funding becomes available, the UCWDB reserves the right to continue to fund the selected provider, competitively procure other providers, or fund additional activities in the best interest of the UCWDB.

Federal Funds Disclosure

The services described in this Request for Proposals are supported by the New Jersey Department of Labor and Workforce Development (NJDOL) with funds from the United States

Department of Labor (USDOL) through the Workforce Innovation and Opportunity Act (WIOA). The total estimated cost of the program is $600,000. One hundred percent (100%) of the total program cost, in the amount of $600,000, is financed with federal funds. Zero percent (0%) of the total program cost, in the amount of $0, is financed by non-governmental sources. This disclosure is made pursuant to Section 511 of Public Law 101-166, as re-enacted in the annual Labor, Health and Human Services, and Education appropriations acts, and the USDOL Standard Federal Award Terms and Conditions.

Submittal of Proposals

Proposals must be received via postal mail (USPS), hand delivery, or commercial mail carrier (FedEx, UPS, etc.) by the UCWDB's General Counsel no later than 11:00 a.m. Eastern Time on Wednesday, November 25, 2026, to be considered for funding and contract award. Neither the UCWDB nor its General Counsel is responsible for late delivery by any carrier. No late proposals will be accepted.

ADDRESS ALL SEALED PROPOSALS TO:

Kraig M. Dowd, Esq., General Counsel to the Union County Workforce Development Board
Weber Dowd Law, LLC
365 Rifle Camp Road, Suite 212
Woodland Park, New Jersey 07424

The sealed package must be clearly labeled: "PROPOSAL — COMPREHENSIVE ONE STOP CAREER CENTER PROVIDER FOR YOUTH SERVICES — RFP No. 23-2027 — DO NOT OPEN." It is the Respondent's responsibility to obtain a receipt of delivery from USPS or the commercial carrier. Timely submission of the proposal is the sole responsibility of the Respondent.

IMPORTANT NOTICE: PROPOSALS DELIVERED VIA FAX, EMAIL, OR OTHER ELECTRONIC DELIVERY METHOD WILL NOT BE ACCEPTED. PROPOSALS SUBMITTED AFTER THE CLOSING DATE AND TIME WILL NOT BE OPENED. LATE PROPOSALS WILL NOT BE CONSIDERED FOR A CONTRACT AWARD.

RFP Schedule and Timeline

Beginning Monday, October 26, 2026, the RFP will be available to download from the UCWDB website: http://ucnj.org/vendor-opportunities/rfqs-and-rfps/current/. The following timeline is binding on the UCWDB and on all Respondents, in accordance with UCWDB Procurement Policy UCWDB-2026-309, Section 2.5. All times are Eastern Time.

RFP Schedule	Date of Event
RFP released to the public; public notice posted on the County of Union website	Monday, October 26, 2026
Letter of Intent requested (optional; see Request for Proposal Questions)	Thursday, November 5, 2026
Last day to submit written questions	Thursday, November 5, 2026, by 4:00 p.m.

Written responses to all questions and any addenda issued	Monday, November 9, 2026, by 4:00 p.m.
Deadline for protests of solicitation specifications	Tuesday, November 10, 2026, by 11:00 a.m.
Proposals due and public opening	Wednesday, November 25, 2026, at 11:00 a.m.
Anticipated issuance of evaluation report and award recommendation	Friday, December 4, 2026
Deadline for protests of award recommendation	Five (5) business days after issuance of award recommendation (anticipated Friday, December 11, 2026)
Anticipated award by the UCWDB	Wednesday, December 16, 2026
Anticipated concurrence by the Union County Board of County Commissioners	January 2027 (date to be confirmed)
Contract period begins	Wednesday, January 13, 2027

Days are calendar days unless business days are specified. Business days are days on which the offices of the County of Union are open for business, excluding Saturdays, Sundays, and legal holidays. The County offices are closed on Election Day, Tuesday, November 3, 2026; on Veterans Day, Wednesday, November 11, 2026; on Thanksgiving Day, Thursday, November 26, 2026; and on Christmas Day, Friday, December 25, 2026.

Opening of Proposals

Proposals will be opened publicly on Wednesday, November 25, 2026, at 11:00 a.m. Eastern Time at the law offices of Weber Dowd Law, LLC, 365 Rifle Camp Road, Suite 212, Woodland Park, New Jersey 07424. In accordance with N.J.A.C. 5:34-4.3(b), the names of all Respondents and the price of their respective proposals will be announced in public at that time. Respondents are advised that the price stated in their proposal becomes public information upon opening.

Request for Proposal Questions

To help ensure a fair and objective evaluation, all questions related to this Request for Proposals must be submitted in writing via e-mail to Kraig M. Dowd, Esq., General Counsel to the UCWDB, at kraig@weberdowdlaw.com. Written questions will be accepted through Thursday, November 5, 2026, by 4:00 p.m. Eastern Time. Questions received after the deadline will not be answered. Oral questions will not be accepted.

Written responses to questions timely received will be posted on the UCWDB website, http://ucnj.org/vendor-opportunities/rfqs-and-rfps/current/, no later than Monday, November 9, 2026, by 4:00 p.m. Eastern Time, and will be sent by e-mail to each prospective Respondent that has submitted a Letter of Intent (Attachment C).

Letter of Intent. Prospective Respondents are requested, but not required, to submit the Letter of Intent (Attachment C) by e-mail to General Counsel by Thursday, November 5, 2026, so that written notice of any change to this RFP may be sent to them directly as contemplated by N.J.S.A. 40A:11-4.4(c). Failure to submit a Letter of Intent does not disqualify a proposal.

To prevent conflicts of interest, except as specifically set forth herein, Respondents are strictly prohibited from contacting members of the UCWDB, UCWDB staff, or County of Union employees regarding this RFP.

Addenda to this Request for Proposals

If it becomes necessary to revise any part of this RFP, a written addendum will be posted at http://ucnj.org/vendor-opportunities/rfqs-and-rfps/current/ and sent by e-mail to each prospective Respondent that has submitted a Letter of Intent, not later than seven (7) days before the proposal due date. Respondents are responsible for checking the website frequently and must acknowledge receipt of each addendum on the Acknowledgement of Addendum Receipt form in Attachment B. If you have difficulty accessing the website or downloading information, please contact Kraig M. Dowd, Esq., at kraig@weberdowdlaw.com.

"Pay-to-Play" – Notice of Disclosure Requirement – P.L. 2005, Chapter 271, Section 3 Reporting (N.J.S.A. 19:44A-20.27)

a. Any business that has received $50,000 or more in contracts from government entities in a calendar year is required to file an annual disclosure report with the New Jersey Election Law Enforcement Commission (ELEC).
b. Annual disclosures require submission by March 30 of each year covering contracts and contributions for the prior calendar year.
c. At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at www.elec.nj.gov.
d. Questions may be directed to ELEC at 1-888-313-3532 or 609-292-8700.

Right to Cancel and Right to Reject All Proposals

The UCWDB reserves the right to delay, amend, reissue, or cancel all or any part of this RFP at any time, by written addendum, and to modify the RFP process and timeline as necessary. This RFP does not commit the UCWDB to accept any proposal, nor is the UCWDB responsible for any costs incurred by Respondents in the preparation of proposals.

The UCWDB reserves the right to reject all proposals. The evaluation will result in a finding that a specific proposal is the most advantageous, price and other factors considered, or that all proposals should be rejected, in accordance with N.J.A.C. 5:34-4.3(d). All proposals may be rejected for any of the reasons set forth at N.J.S.A. 40A:11-13.2.

Force Majeure

Neither party shall be liable for any damages if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of either party. Such causes may include, but are not restricted to terroristic acts, acts of God, acts of the UCWDB solely in its sovereign or contractual capacity, fires, floods, pandemics, epidemics, quarantine restrictions or other public health emergencies, freight embargoes, civil disturbance, war, unusually severe weather, a cyber incident originating with a third party notwithstanding the maintenance of the

safeguards required by Article 38 of the Standard Assurances; but in every case the failure to perform must be beyond the control and without fault or negligence of either the contractor or its subcontractor(s). When such a cause arises, either party shall notify the other immediately in writing of its failure to perform, describing the cause of failure and how it affects performance, and the anticipated duration of the inability to perform.

SECTION II. BACKGROUND INFORMATION

The Workforce Innovation and Opportunity Act Youth Program

Title I of the Workforce Innovation and Opportunity Act, Public Law 113-128, authorizes a comprehensive youth program for in-school youth and out-of-school youth with barriers to education and employment. The program provides youth with access to fourteen (14) program elements, WIOA Section 129(c)(2) and 20 CFR 681.460, delivered through an Individual Service Strategy that connects each youth to a career pathway, secondary and postsecondary education, and employment.

WIOA requires that a minimum percentage of youth funds be spent on out-of-school youth, WIOA Section 129(a)(4)(A) and 20 CFR 681.410, and that not less than twenty percent (20%) of youth funds be spent on paid and unpaid work experience, WIOA Section 129(c)(4) and 20 CFR 681.590. Both requirements are measured across all WIOA Youth funds in the local area, including funds awarded under the UCWDB's separate Out-of-School Youth Affiliate procurement. The Respondent's obligations under this RFP are the fixed out-of-school youth allocation and the work experience minimum stated in Section I, Estimated Funding.

UCWDB Governance

The UCWDB is the Local Workforce Development Board for Union County, established pursuant to WIOA Section 107 and N.J.S.A. 34:15C-10, and is responsible for the oversight of federal employment and training funds for the Union County local area. The Union County Board of County Commissioners is the Chief Elected Official and local grant recipient. The Union County Department of Finance serves as fiscal agent. The UCWDB sets the strategic direction of the local workforce development area and establishes funding priorities for youth services. For more information about the UCWDB, please visit www.ucnj.org/wdb.

Roles and Responsibilities of the Union County Workforce Development Board

Roles and responsibilities of the UCWDB include:

a. Overseeing and evaluating the management and operations of all programs funded by the UCWDB;
b. Allocating funds and paying invoices as agreed upon in the contract;
c. Monitoring the Sub-Recipient's performance, quality of service, and cost effectiveness, and reporting on performance to the Boards;
d. Developing and providing technical assistance to the Sub-Recipient's staff;
e. Informing and assisting the Sub-Recipient in implementing federal, State, and local policies, procedures, and rules; and
f. Ensuring compliance with all rules, regulations, and procedures issued by all funding sources.

These roles may be refined as federal and State law and guidance change and as the UCWDB adopts local policy and procedures.

The Union County Youth Service Delivery System

The Union County American Job Center network includes the following separately procured roles:

Role	Current Holder	Relationship to this RFP
One-Stop Operator	Union County Department of Human Services	Coordinates the American Job Center network. The Sub-Recipient coordinates with the One-Stop Operator and participates in the network.
Career Services Provider — Adult and Dislocated Worker	Union County Department of Human Services, Union County American Job Center	Partner for co-enrollment and referral of youth ages 18 through 24.
Provider for Out-of-School Youth Services (Affiliate American Job Center site)	Provider selected under the PY2026 Out-of-School Youth RFP authorized by Resolution No. 2026-12	Delivers an academic program leading to a high school diploma. Relies on the Sub-Recipient for final eligibility determination and AOSOS data entry (Section III).
Comprehensive One Stop Career Center Provider for Youth Services	To be selected under this RFP	Youth career services provider and youth intake, eligibility, and data hub.

The Comprehensive One Stop Career Center Provider for Youth Services has two functions. First, it delivers in-school and out-of-school youth services with access to all fourteen WIOA youth program elements. Second, it serves as the youth intake, eligibility, and data hub for every UCWDB-funded youth service provider: it makes the final WIOA eligibility determination, maintains the eligibility record, enters participant and service data into AOSOS, and prevents duplicate enrollment and duplicate charging of costs across providers. It does not serve as the One-Stop Operator.

The contract of the current provider of youth services in the Union County local area continues under a no-cost extension through January 12, 2027. If a provider other than the current provider is selected under this RFP, participants who are enrolled with, or receiving follow-up services from, the current provider will be transferred to the Sub-Recipient in phases, with the transition completed not later than March 31, 2027, as provided at Section III, Transition of Participants and Records.

This procurement implements the Union County Workforce Development Board Strategic Plan Update, Two-Year Modification Plan, December 2025: https://ucnj.org/wp-content/uploads/2026/01/UCWDB-Strategic-Plan-Update-December-2025-Final-1.pdf.

SECTION III. SCOPE OF SERVICES

The Sub-Recipient will provide a comprehensive youth program for eligible in-school youth ages 14 through 21 and out-of-school youth ages 16 through 24, will make all fourteen WIOA youth program elements available to every enrolled youth, and will serve as the youth intake, eligibility, and data hub for the Union County youth service delivery system.

Populations Served and Enrollment Targets

The Sub-Recipient shall enroll and serve the following minimum numbers of new participants in each contract year, in addition to carry-in participants transferred under Transition of Participants and Records. The 2028 minimums apply only if the UCWDB exercises the option to extend. The lower 2027 minimums reflect the transfer of carry-in participants during the first quarter of the contract.

Population	Minimum New Enrollments, 2027	Minimum New Enrollments, 2028 (option year)	Anticipated Carry-In Participants
In-School Youth (ages 14–21)	40	54	94
Out-of-School Youth (ages 16–24)	32	43	75
Participants in Follow-Up Services	—	—	All participants in follow-up on January 12, 2027

Carry-in counts are the participants enrolled as of October 1, 2026, and are provided for planning purposes. The actual number transferred will be the participants enrolled or in follow-up on January 12, 2027, and may differ. Enrollment targets reflect the funding available and the expenditure requirements at Section I. Respondents may propose to exceed these targets and must state their proposed enrollment by population in the Program Narrative.

Eligibility

Eligibility shall be determined in accordance with WIOA Section 129(a)(1), 20 CFR 681.200 through 681.320, and the NJDOL WIOA Title I Youth Eligibility Guidelines in effect at the time of determination.

In-School Youth.

An in-school youth is an individual who is attending school, including secondary and postsecondary school; is not younger than 14 or older than 21 at the time of enrollment (a youth with a disability who is in an individualized education program at age 21 may be enrolled); is a low-income individual; and meets one or more of the following:

a. Basic skills deficient;
b. An English language learner;
c. An offender;

d. A homeless individual, a homeless child or youth, a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under Section 477 of the Social Security Act, or in an out-of-home placement;
e. Pregnant or parenting;
f. An individual with a disability; or
g. An individual who requires additional assistance to complete an educational program or to secure or hold employment, subject to the five percent (5%) limit at 20 CFR 681.310(b).

Out-of-School Youth.

An out-of-school youth is an individual who is not attending any school; is not younger than 16 or older than 24 at the time of enrollment; and meets one or more of the following:

a. A school dropout;
b. A youth who is within the age of compulsory school attendance but has not attended school for at least the most recent complete school year calendar quarter;
c. A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is basic skills deficient or an English language learner;
d. An individual who is subject to the juvenile or adult justice system;
e. A homeless individual, a homeless child or youth, a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under Section 477 of the Social Security Act, or in an out-of-home placement;
f. An individual who is pregnant or parenting;
g. An individual with a disability; or
h. A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment.

Low-Income Determinations and Limits.

The Sub-Recipient shall apply the low-income special rules at 20 CFR 681.250 and 681.260, including the individual-income rule for youth with disabilities, residence in a high-poverty area, and eligibility for free or reduced-price school lunch, and shall track enrollments under the five percent (5%) low-income exception so that the local area does not exceed it. The Sub-Recipient shall verify Selective Service registration for male participants age 18 and older and shall apply the standard at 20 CFR 683.225 where a youth has not registered.

Priority for Service.

Within the eligible population, the Sub-Recipient shall give priority in recruitment to youth who are justice-involved; pregnant or parenting; youth with disabilities; current or former foster youth; homeless or runaway youth; school dropouts without a diploma or its equivalent; and youth who are basic skills deficient or English language learners.

Division of Services with the Out-of-School Youth Affiliate Provider

The Provider for Out-of-School Youth Services selected under the PY2026 Out-of-School Youth RFP delivers an academic program leading to a high school diploma at an Affiliate American Job Center site. The Sub-Recipient shall serve all in-school youth and all out-of-school youth other than those enrolled in that academic program, and shall refer out-of-school youth without a diploma who are suited to an academic diploma program to the Affiliate provider. The Sub-Recipient and the Affiliate provider shall jointly plan work experience, credential attainment, and co-enrollment for youth they both serve.

Youth Intake, Eligibility, and Data Hub

The Sub-Recipient shall perform the following functions for its own participants and for the participants of every other UCWDB-funded youth service provider, including the Out-of-School Youth Affiliate provider and any successor:

a. **Final eligibility determination.** Receive eligibility source documentation from each youth provider in the form and within the timeframes established by the UCWDB, review it, and make the final WIOA eligibility determination. No youth may be enrolled or receive WIOA-funded services before a final eligibility determination.
b. **Eligibility record.** Maintain the complete eligibility record for every youth participant in the local area, in accordance with the record retention requirements at Section VI.
c. **Duplicate enrollment protocol.** Establish and follow a written protocol, approved by the UCWDB, confirming before enrollment that an applicant is not concurrently enrolled in a manner that would result in duplicate enrollment or duplicate charging of costs to WIOA funds.
d. **Disputes.** Refer any dispute regarding an eligibility determination to the UCWDB, whose determination shall be final.
e. **AOSOS data entry.** Enter participant, service, and outcome data for all youth participants into AOSOS, or its successor system, within the timeframes established by UCWDB Data Integrity Policy UCWDB-2026-208, Section 5.2: enrollment within five (5) business days of enrollment; services within seven (7) business days of service provision; training enrollments and milestone updates, including measurable skill gains, within seven (7) business days of the event; credential attainment within ten (10) business days of attainment; employment outcome verification within ten (10) business days of verification; and case closure and exit within ten (10) business days of exit. Correct any data error, omission, or validation exception within ten (10) business days of notification and maintain a correction log, in accordance with Policy UCWDB-2026-208, Section 6.5. Where the Policy is amended, the amended timeframes govern upon written notice from the UCWDB.
f. **Data sharing and safeguarding.** Execute data-sharing agreements with each youth provider and with participating school districts, and safeguard personally identifiable information in accordance with 2 CFR 200.303(e), the Family Educational Rights and

Privacy Act, 20 U.S.C. 1232g, where applicable, and the UCWDB Personally Identifiable and Sensitive Information Policy.

g. **Performance reporting.** Produce a monthly youth dashboard for the local area showing enrollments, services, exits, outcomes, and expenditures by provider and by in-school and out-of-school status, in the form prescribed by the UCWDB.

All obligations under this subsection apply equally to any successor youth service provider designated by the UCWDB, upon written notice and without amendment of the resulting contract.

Core Program Requirements

Outreach, Recruitment, and Orientation.

The Sub-Recipient shall conduct outreach throughout Union County, including in partnership with school districts, alternative education programs, community colleges, public libraries, the Union County Division of Social Services, juvenile and adult justice agencies, housing authorities, and community- and faith-based organizations. All youth must receive an orientation to the services available through the Sub-Recipient and the American Job Center network.

Objective Assessment.

The Sub-Recipient shall conduct an objective assessment of each participant in accordance with 20 CFR 681.420, including basic skills, occupational skills, prior work experience, employability, interests, aptitudes, supportive service needs, and developmental needs. Basic skills assessments shall use instruments approved for measurable skill gains reporting. A recent assessment conducted by another education or training program may be used where permitted by 20 CFR 681.420.

Individual Service Strategy.

The Sub-Recipient shall develop, with each participant, an age-appropriate Individual Service Strategy that identifies a career pathway, education and employment goals, appropriate achievement objectives, and the program elements and services to be provided, and that links to one or more of the WIOA indicators of performance. The Individual Service Strategy shall be reviewed and updated throughout participation.

Case Management.

Case management extends from recruitment through follow-up. The Sub-Recipient shall maintain case notes for every service, shall review each case at least monthly, and shall maintain caseloads of not more than thirty (30) active participants per case manager. Participants who have exited and are receiving only follow-up services are not counted as active. Trauma-informed approaches are encouraged.

The Fourteen Program Elements.

All fourteen program elements must be made available to every enrolled youth, WIOA Section 129(c)(2) and 20 CFR 681.460. Services provided to an individual youth depend on the objective assessment and the Individual Service Strategy. Where the Sub-Recipient does not provide an element directly, it must document a formal partnership or referral arrangement, such as a memorandum of understanding, that ensures the element is available. Respondents shall complete the program element table in the Program Narrative identifying, for each element, whether it will be provided directly, through a partner, or through the American Job Center network.

	Program Element (WIOA Section 129(c)(2))
A	Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies leading to a secondary school diploma or its recognized equivalent or a recognized postsecondary credential
B	Alternative secondary school services, or dropout recovery services
C	Paid and unpaid work experiences with an academic and occupational education component
D	Occupational skill training, with priority for training leading to recognized postsecondary credentials aligned with in-demand industry sectors or occupations
E	Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster
F	Leadership development opportunities
G	Supportive services
H	Adult mentoring for a duration of at least twelve (12) months
I	Follow-up services for not less than twelve (12) months after program completion
J	Comprehensive guidance and counseling, including drug and alcohol abuse counseling and referral
K	Financial literacy education
L	Entrepreneurial skills training
M	Services that provide labor market and employment information about in-demand industry sectors or occupations
N	Activities that help youth prepare for and transition to postsecondary education and training

Follow-Up Services.

The Sub-Recipient shall offer every participant follow-up services aligned with the Individual Service Strategy for not less than twelve (12) months after exit, in accordance with 20 CFR 681.580, with contact at least quarterly, unless the participant declines or cannot be located after documented attempts.

In-School Youth Services and School Partnerships

The Sub-Recipient shall establish written agreements with the school districts, charter schools, and vocational-technical schools from which it will recruit in-school youth. Each agreement shall address referral and recruitment, access to space and students during and after school, parental consent, the sharing of education records consistent with the Family Educational Rights and Privacy Act, and coordination with individualized education programs and Section 504 plans.

In serving in-school youth, the Sub-Recipient shall:

a. **Schedule services around the school day.** Deliver services after school, on non-school days, and during the summer, and remove a student from instructional time only with the written agreement of the school. Services to in-school youth shall be available during the school year and the summer, including a summer work experience component.
b. **Obtain parental consent.** Obtain the written consent of a parent or guardian for the enrollment of, and the sharing of records concerning, any participant under the age of eighteen (18).
c. **Protect working minors.** Ensure that paid and unpaid work experience for participants under the age of eighteen (18) complies with the New Jersey Child Labor Law, N.J.S.A. 34:2-21.1 et seq., and the federal child labor provisions of the Fair Labor Standards Act, 29 CFR Part 570, including employment certificates (working papers), limits on hours during the school year and the summer, and prohibited occupations, and verify compliance before a minor begins at any worksite.
d. **Support school completion.** Provide tutoring, study skills training, and dropout prevention strategies that lead to completion of secondary school, and coordinate with school counselors on attendance and academic progress.
e. **Plan the transition from school.** Develop with each in-school youth, before the youth leaves secondary school, a plan for postsecondary education, training, or employment, and connect the youth to the next step.
f. **Maintain school status.** Determine each participant's in-school or out-of-school status at the time of enrollment, consistent with 20 CFR Part 681. A participant enrolled as an in-school youth remains an in-school youth for the duration of participation and may not be reclassified to charge costs to the out-of-school youth allocation.

Work Experience

Work experience is a planned, structured learning experience that takes place in a workplace for a limited period and includes an academic and occupational education component, 20 CFR 681.590 through 681.600. Work experience may include summer and year-round employment opportunities, pre-apprenticeship programs, internships and job shadowing, and on-the-job training. Not less than twenty percent (20%) of the WIOA Youth funds awarded under the resulting contract shall be spent on work experience, including participant wages and the staff costs of developing and managing work experience. The Sub-Recipient shall place not fewer than thirty (30) participants in paid or unpaid work experience in each contract year, each with an executed worksite agreement, including summer and year-round placements.

The Sub-Recipient shall be the employer of record for paid work experience and shall:

a. Before any participant is placed, complete the worksite assessment and execute a three-party Worksite Agreement among the participant (and the parent or guardian of a participant under the age of eighteen), the worksite employer, and the Sub-

Recipient, on the UCWDB template and containing every element required by Section 6 of Policy UCWDB-2026-05. No work experience wage or related cost is reimbursable unless the executed Worksite Agreement for that placement is on file with the UCWDB;

b. Comply with federal and New Jersey child labor laws, including the working papers requirements for minors, and place no participant in an occupation declared hazardous for minors;
c. Comply with the non-displacement provisions of WIOA Section 181(b);
d. Complete Form I-9 employment eligibility verification, and pay participants not less than the New Jersey minimum wage at least bi-weekly, with workers' compensation coverage and all required payroll taxes;
e. Orient each worksite supervisor, confirm the safety of each worksite before placement, and require supervisor-approved timesheets; and
f. Evaluate each participant's work readiness at least monthly and at the conclusion of the placement.

The Sub-Recipient shall follow the policies and procedures of the UCWDB Youth Work Experience and Incentive Payments Policy, UCWDB-2026-05, including its procedures for worksite development and assessment, Worksite Agreements, timesheets, wages and stipends, child labor, and parental consent, and of the UCWDB Work-Based Learning Policy, UCWDB-2026-09.

Supportive Services and Incentives

Supportive services shall be provided based on need, as documented in the objective assessment and Individual Service Strategy, in accordance with 20 CFR 681.570 and the UCWDB Comprehensive Supportive Services and Needs-Related Payments Policy, UCWDB-2026-01. Incentive payments may be provided for recognition and achievement directly tied to training activities and work experience, in accordance with 20 CFR 681.640, a written incentive policy approved by the UCWDB, and Policy UCWDB-2026-05. The Sub-Recipient shall document each payment and its basis in the participant file.

Coordination of Youth Services and Co-Enrollment

Under the direction of the UCWDB, the Sub-Recipient shall oversee and coordinate the delivery of all WIOA youth services in the Union County local area, consistent with its role as the youth intake, eligibility, and data hub described in this Section. The Sub-Recipient shall coordinate with all partners that serve youth, including the Union County American Job Center, the One-Stop Operator, the Adult and Dislocated Worker career services provider, the Out-of-School Youth Affiliate provider, WorkFirst New Jersey, school districts, and other education, training, and community partners. The UCWDB retains its oversight and monitoring responsibilities for all youth service providers under WIOA Section 107(d)(8) and 20 CFR 679.370.

The Sub-Recipient shall co-enroll participants ages 18 through 24 in WIOA Adult career and training services where appropriate, using the $50,000 in WIOA Adult funds included in this RFP and in coordination with the Adult and Dislocated Worker career services provider, and shall coordinate co-enrollment with the Out-of-School Youth Affiliate provider, WorkFirst New Jersey, and other programs to maximize resources without duplicating costs.

Staffing

The Sub-Recipient shall employ qualified staff sufficient to meet the enrollment targets, caseload limits, and performance levels in this RFP, including a program manager, case managers or youth career planners, a job developer or work experience coordinator, and fiscal staff experienced in federal grants. The Sub-Recipient shall:

a. Complete criminal background checks and child abuse registry checks, as permitted by law, for all staff and volunteers who have contact with participants under the age of 18, and require equivalent checks of worksite supervisors of minors;
b. Provide initial and ongoing training in WIOA youth program requirements, AOSOS, case management, and confidentiality;
c. Notify the UCWDB in writing within five (5) business days of any change in key staff, with the resume of any replacement; and
d. Maintain a written staff succession plan.

Facilities, Access, and Hours

Service locations shall be physically and programmatically accessible to individuals with disabilities in accordance with Section 188 of WIOA, 29 CFR Part 38, and the Americans with Disabilities Act; shall be accessible by public transportation; and shall meet local fire, health, and safety standards. Services shall be available during hours that accommodate youth who attend school or work, including evening hours, so that participants can be served at non-traditional hours. The Sub-Recipient shall provide language assistance to individuals with limited English proficiency at no cost to the individual and shall not require any participant to provide his or her own interpreter.

American Job Center Network Participation

The Sub-Recipient shall:

a. Coordinate its activities with the One-Stop Operator and collaborate with the American Job Center network partners and providers;
b. Execute the local Memorandum of Understanding and Infrastructure Funding Agreement, contribute its share of infrastructure and shared costs as determined under that agreement, and provide the data needed for the quarterly and annual reconciliation of infrastructure costs, as required by WIOA Section 121(c), 20 CFR 678.500 through 678.760, and NJDOL guidance;
c. Participate in committees and workgroups established by the UCWDB; and

d. Display the Union County American Job Center identity and the federal funds disclosure on program materials, as directed by the UCWDB.

Complaints, Grievances, and Equal Opportunity

The Sub-Recipient shall adopt and follow the UCWDB Complaint Policy and the grievance procedures required by WIOA Section 181(c) and 20 CFR 683.600, shall post the equal opportunity notice required by 29 CFR 38.35, shall designate an equal opportunity liaison to the UCWDB Equal Opportunity Officer, and shall report any complaint of discrimination to the UCWDB within two (2) business days.

Program Performance

The Sub-Recipient shall be accountable for the WIOA primary indicators of performance, WIOA Section 116(b)(2)(A), at the local levels of performance for the Union County local area. The levels below are the Program Year 2026 and Program Year 2027 goals proposed by the New Jersey Department of Labor and Workforce Development (NJDOL) on September 3, 2026, derived from NJDOL's local statistical adjustment model, which the UCWDB accepted without proposing alternate targets. The same levels are stated at Exhibit 1 of the Standard Assurances (Attachment B, item 1). The contract period spans both program years. Any level later adopted by the UCWDB or adjusted by NJDOL supersedes the level stated here upon written notice to the Sub-Recipient.

WIOA Youth Primary Indicator of Performance	PY2026	PY2027
Education and Employment Rate — 2nd Quarter After Exit	60.6%	61.1%
Education and Employment Rate — 4th Quarter After Exit	58.0%	58.5%
Median Earnings — 2nd Quarter After Exit	$3,534	$3,634
Credential Attainment — 4th Quarter After Exit	51.0%	51.5%
Measurable Skill Gains	67.5%	68.5%

Participants co-enrolled in the WIOA Adult program with the WIOA Adult funds included in this RFP are also counted toward the WIOA Adult indicators:

WIOA Adult Primary Indicator of Performance	PY2026	PY2027
Employment Rate — 2nd Quarter After Exit	62.9%	63.4%
Employment Rate — 4th Quarter After Exit	63.7%	64.2%
Median Earnings — 2nd Quarter After Exit	$7,794	$7,894
Credential Attainment — 4th Quarter After Exit	63.0%	63.5%
Measurable Skill Gains	88.8%	89.3%

Adjustment and data capture. NJDOL will adjust these levels at the end of each program year using its local statistical adjustment model, which accounts for local economic conditions and the characteristics of the participants actually served, and the local area will be assessed against the adjusted levels, in accordance with TEGL 11-19, Change 2, and NJDOL Workforce Innovation Notice WD-PY26-2. A participant characteristic that is not recorded cannot be counted by the

model. The Sub-Recipient shall therefore capture completely and accurately in AOSOS, at program entry and as updated, each participant characteristic used by the model, as identified by NJDOL and provided to the Sub-Recipient by the UCWDB, supported by documentation in the participant file, and shall enter measurable skill gains as they are achieved. The UCWDB's priority for Program Years 2026 and 2027 is the quality of services and participant data over the quantity of participants served.

Contract measures. The Sub-Recipient shall also meet the following contract measures in each contract year. Each is counted when the event occurs and is recorded, not after exit.

Contract Measure	Required Level (each contract year)
New enrollments by population	Not fewer than the minimums at Populations Served and Enrollment Targets
Work experience placements	Not fewer than thirty (30), each under an executed three-party Worksite Agreement
Out-of-school youth and work experience expenditure requirements	As stated at Section I, Expenditure requirements
Timely data entry	At least ninety percent (90%) of enrollments, services, and outcomes entered in AOSOS within the timeframes of Data Integrity Policy UCWDB-2026-208, Section 5.2
Follow-up contacts	At least ninety percent (90%) of participants in follow-up receive the quarterly contact required at Follow-Up Services, excluding participants who decline or cannot be located after documented attempts

Credential and diploma attainment are measured through the WIOA Credential Attainment indicator in the table above and are not a separate contract measure.

Corrective action. The UCWDB will review performance at least quarterly and may require a corrective action plan where performance falls below ninety percent (90%) of any contract measure or local level of performance. Under WD-PY26-2 and N.J.A.C. 12:42-3, performance below 90 percent of a goal in the first year results in technical assistance and a performance improvement plan, and performance below 80 percent in the second year may result in corrective actions or penalties. Under NJDOL Workforce Innovation Notice WD-PY24-1, corrective actions may extend to service providers, and NJDOL may prohibit the use of a service provider identified as achieving poor levels of performance.

Reporting, Invoicing, and Closeout

The Sub-Recipient shall submit the following:

a. A monthly dashboard activity and financial report, due by the 12th of each month, containing the participant activity and service data elements required by the UCWDB, together with the corresponding financial data, including expenditures by in-school youth, out-of-school youth, work experience, WIOA Adult, and administrative cost categories, in the form prescribed by the UCWDB.

b. A monthly invoice, due by the 12th of each month, with complete backup documentation for every cost claimed, including payroll records and timesheets for staff and participants, executed worksite agreements for work experience, and receipts for supportive services and incentives. The UCWDB will reimburse monthly after review and approval.
c. Program evaluation information within thirty (30) calendar days from the contract end date, including outcomes, barriers to meeting goals, and best practices.
d. Final invoices within thirty (30) calendar days from the end of the grant period. Consistent with UCWDB Closeout Policy UCWDB-2026-312, Section 3.3, the UCWDB will not accept an invoice or payment claim submitted after that date unless the expense was committed before the end of the grant period and is properly documented with the prior written approval of the Director of the Office of the Union County Workforce Development Board.
e. A closeout report within forty-five (45) calendar days from the end of the grant period, including a compilation of the monthly reports, a full-year financial report, participant demographic information, a list of employers and worksites, an equipment inventory certification, and a schedule of any obligations outstanding at the end of the grant period. Final reimbursement is subject to the submission and acceptance of the closeout report.
f. Ad hoc reports as required by the UCWDB, NJDOL, or USDOL.

The deadlines in this subsection are the earlier dates agreed upon by the parties for purposes of 2 CFR 200.344(c) and UCWDB Closeout Policy UCWDB-2026-312, Section 3.2. Liquidation of all financial obligations remains subject to the outer limit of ninety (90) calendar days after the conclusion of the period of performance. Where the Standard Assurances or the Closeout Policy state an earlier deadline, the earlier deadline governs.

Transition of Participants and Records

Transition in. The contract of the current provider of youth services continues under a no-cost extension through January 12, 2027. If a provider other than the current provider is selected under this RFP, the following transition will apply:

a. The Sub-Recipient shall enroll all new participants beginning January 13, 2027. The current provider will not enroll new participants after January 12, 2027, and will continue services only to participants already enrolled with it, until each is transferred.
b. Participants, case files, eligibility records, and AOSOS case assignments will be transferred to the Sub-Recipient in phases under a transition plan approved by the UCWDB. Case files, eligibility records, and AOSOS case assignments shall be transferred not later than February 28, 2027. A participant who is completing work experience or training that is in progress on January 13, 2027 may remain with the current provider until that activity is completed, and shall be transferred not later than March 31, 2027.

c. Each participant shall be served by, and charged to, only one provider at a time. The date of each participant's transfer shall be recorded in AOSOS and in the participant file, and no cost for a participant may be charged by the Sub-Recipient before that date or by the current provider after it.
d. The Sub-Recipient shall submit a draft transition plan within five (5) business days after contract execution, shall accept each transferred participant and record on the approved schedule, and shall coordinate with the current provider so that services continue without interruption.
e. The transition does not change the amount of the resulting contract. Respondents should budget for enrollment beginning January 13, 2027 and for the phased transfer of carry-in participants through March 31, 2027.

If the current provider is selected, its enrolled and follow-up participants continue under the resulting contract without transfer.

Transition out. Upon expiration or termination of the resulting contract, the Sub-Recipient shall deliver all participant files, eligibility records, work experience records, and program data to the UCWDB or a successor provider designated by the UCWDB within fifteen (15) calendar days, consistent with Article 54(a)(3) of the Standard Assurances, and shall cooperate in the orderly transfer of participants.

Quality Assurance and Monitoring

The Sub-Recipient shall maintain a written quality control plan covering participant file review, data validation, eligibility documentation, and fiscal controls; shall survey participants and employers at least twice annually; and shall cooperate fully with programmatic and fiscal monitoring by the UCWDB, NJDOL, and USDOL, including by responding to monitoring findings with a corrective action plan within the time the UCWDB specifies.

SECTION IV. REQUIRED PROPOSAL FORMAT

The proposal must clearly demonstrate the Respondent's ability to provide the requested services. Evaluation point values are shown in parentheses. Each scored section of the proposal must respond to every item listed for that section, in the order listed.

Required Documents and Page Limits

a. Title Page — 1 page
b. Table of Contents — no limit
c. Executive Summary — 2 pages
d. Organizational Capacity and Qualifications of Personnel — 5 pages
e. Past Performance and Program Experience — 5 pages, plus references
f. Program Narrative (Program Design and Methodology, and Program Components and Service Delivery) — 15 pages, plus the program element table and a flow chart
g. Budget Narrative — no limit
h. Attachment A, Proposed Line-Item Budget — no limit
i. Organizational Chart — 1 page
j. Supporting documents for the Minimum Standards at Section V (audit, monitoring reports, subcontractor letters) — no limit
k. Required Documents and Certifications, Attachment B — no limit

Letters of support or commitment, memoranda of understanding with partners and school districts, proof of non-profit status, the Business Registration Certificate, and any Cost Allocation Plan or negotiated indirect cost rate agreement may be included as additional attachments without page limit. The UCWDB may remove pages exceeding these limits before distribution for evaluation.

Formatting Requirements

a. Font: Calibri, 12-point
b. Margins: at least one inch
c. Line spacing: 1.5 lines
d. Pages: single-sided and numbered sequentially
e. Language: English

Submit one (1) original, two (2) copies, and one (1) PDF electronic copy of the complete proposal on a flash drive.

1. Title Page, Table of Contents, and Executive Summary (5 Points)

a. **Title Page:** organization name, address, telephone number, website, federal tax identification number, and Unique Entity Identifier (UEI); the name, telephone

number, and e-mail address of the person authorized to execute the contract and make binding commitments; and the authorized signature and submittal date.

b. **Table of Contents:** identification of all material by section and page number.
c. **Executive Summary:** an overview of the proposal demonstrating the Respondent's understanding of the program, the proposed scope of work, the proposed enrollment by population, and the proposed budget.

2. Organizational Capacity and Qualifications of Personnel (10 Points)

a. Provide an overview of the organization, including type of organization, location, size, years in operation, mission, and principal services.
b. Describe the key program management and financial staff proposed for this contract, their qualifications and relevant experience, and the proposed staffing plan with full-time equivalents and caseloads. Include resumes or position descriptions as an attachment.
c. Describe the extent to which the Respondent will rely on in-house resources as against contracted resources, and document the availability of personnel, facilities, equipment, and other resources.
d. Describe how the organization recruits, trains, and supports staff, including cultural sensitivity in hiring and training staff, and any use of business capabilities or initiatives that involve women, the disadvantaged, and small or minority-owned business establishments.
e. Describe how the organization will fund start-up costs and ongoing operations until reimbursements are received.
f. Estimate the length of time from a case manager's decision to provide a supportive service, incentive, or work experience payment until the resulting payment is made.
g. Describe the organization's financial stability and the resources available to meet its obligations, with reference to the audit and financial documents submitted.

3. Past Performance and Program Experience (15 Points)

This criterion addresses the Respondent's program experience and past performance in delivering the proposed services, in accordance with UCWDB Procurement Policy UCWDB-2026-309, Section 7.3. Respond to each item:

a. Describe the organization's past performance in delivering employment and training related services, including youth services and any experience with the American Job Center service delivery model or similar programs.
b. State the length of time the organization has been engaged in delivering the proposed or similar services.
c. Document outcomes achieved under prior contracts for the same or similar services within the last three years, including performance against contractual and federal

performance measures. For each contract, identify the funding source, period, amount, population served, and outcomes.

d. List all audit findings and monitoring findings for each of the two most recent years, the corrective action taken, and the status of resolution. If a finding recurred in consecutive years, explain why the initial corrective action was not effective.
e. Provide at least three (3) references from entities for which the Respondent has delivered the same or similar services, with contact name, title, telephone number, and e-mail address, using the Vendor References form in Attachment B.
f. Describe how the organization responds internally to performance challenges and uses performance information to make decisions.

The UCWDB may verify information provided and may request monitoring reports, corrective action plans, and other correspondence from Respondents and funding agencies.

4. Program Design and Methodology (25 Points)

Understanding and Approach.

a. Describe your understanding of the scope of work and the program's objectives, and the youth populations and neighborhoods of Union County you will serve.
b. State your proposed new enrollments of in-school and out-of-school youth, and explain how your design will meet the out-of-school youth and work experience expenditure requirements.
c. Describe the key steps and milestones a youth will experience from outreach to exit and follow-up. Include a flow chart.

Youth Intake, Eligibility, and Data Hub.

a. Describe how you will perform final eligibility determinations for your own participants and those of other UCWDB youth providers, including the documentation standards, turnaround times, and quality controls you will use.
b. Describe your duplicate-enrollment protocol and the specific controls you will use to prevent duplicate enrollment and duplicate charging of costs.
c. Describe your experience with AOSOS or comparable case management systems, your data entry and validation procedures, and how you will safeguard personally identifiable information.

Project Management.

a. Provide an implementation timeline for January 13 through March 31, 2027, including the transition of carry-in participants and records, staffing, school agreements, and worksite development.
b. Describe your project management plan, quality control plan, and how you will monitor performance and expenditures monthly.

c. Describe any sound environmental practices, such as recycling, energy efficiency, or waste reduction, that you will use in delivering services.
d. Describe any innovative technology or techniques you will use, and whether their effectiveness has been documented.

Access and Partnerships.

a. Identify your proposed service locations, hours, and how youth will reach them, including accessibility for individuals with disabilities and language access.
b. Describe your partnerships with school districts, community organizations, employers, and public agencies, the role of each partner, and how the partnerships have affected service delivery. Attach letters of commitment or memoranda of understanding.
c. Describe how you will coordinate with the One-Stop Operator, the Adult and Dislocated Worker career services provider, and the Out-of-School Youth Affiliate provider.

5. Program Components and Service Delivery (25 Points)

a. Complete the program element table identifying, for each of the fourteen program elements, whether you will provide it directly, through a named partner, or through the American Job Center network, and describe how each will be made available.
b. Describe your objective assessment tools, your Individual Service Strategy process, and your case management model, including caseloads and trauma-informed practices.
c. Describe your in-school youth services and your agreements or planned agreements with school districts.
d. Describe how you will serve youth under the age of eighteen (18), including parental consent, compliance with child labor laws in work experience, scheduling around the school day, and planning each in-school youth's transition to postsecondary education, training, or employment.
e. Describe your educational services, including tutoring, dropout recovery, high school equivalency preparation, and transition to postsecondary education and training.
f. Describe your work experience program, including the types of placements, employer partners, worksite agreements, supervisor orientation, and the academic and occupational education component.
g. Describe the sectors and career pathways you will emphasize, the occupational skills training and credentials you will offer, and how placements will lead to measurable skill gains and credentials.
h. Describe your supportive services and incentive policies and how you will address barriers such as transportation, child care, and mental and behavioral health.
i. Describe your leadership development, adult mentoring, financial literacy, and entrepreneurial skills training.
j. Describe your follow-up services and how you will maintain contact with youth for twelve months after exit.

k. Describe your approach to co-enrollment of youth ages 18 through 24 in WIOA Adult and other programs.

6. Budget and Budget Narrative (20 Points)

The Respondent must complete and submit Attachment A, Proposed Line-Item Budget, for the contract period January 13, 2027 through December 31, 2027, and a Budget Narrative that substantiates, justifies, and explains every cost, including:

a. How the budget supports the stated objectives and enrollment targets;
b. How funds are allocated to maximize direct services to participants;
c. The methodology and basis used to calculate each cost, and why each cost is reasonable, allocable, and allowable under 2 CFR Part 200, Subpart E;
d. How the budget meets the out-of-school youth and work experience expenditure requirements;
e. The cost of each subcontract or partner agreement, consistent with the letters of commitment or memoranda of understanding;
f. The reasonableness of the combined indirect costs and any proposed profit, in light of the funds they leave for direct services to participants; and
g. The quality control and assurance programs that support performance of the contract.

Budget Cost Categories.

a. **Staff Salary** — itemized by position, with the percentage of time allocated to this contract.
b. **Fringe Benefits** — itemized by position, based on the organization's written personnel policy.
c. **Office Expenses** — itemized; computer hardware and case management software are excluded.
d. **Program Services** — supportive services, incentives, occupational skills training and credential costs, and other costs of the fourteen program elements, itemized.
e. **Participant Work Experience** — participant wages, fringe and payroll costs, and staff costs of developing and managing work experience.
f. **Indirect Costs** — at a current federally negotiated indirect cost rate, with a copy of the rate agreement attached, or at the de minimis rate of up to fifteen percent (15%) of modified total direct costs, 2 CFR 200.414. This applies to all Respondents, including for-profit entities, 2 CFR 2900.2. Indirect costs are within, not additional to, the funds available. A cost included in the indirect cost pool may not also be charged as a direct cost, 2 CFR 200.403 and 200.412.
g. **Profit** — for-profit Respondents only, on the terms stated below. Nonprofit and governmental Respondents shall enter $0, 20 CFR 683.295(b) and (c).

Profit (for-profit Respondents only).

A for-profit Respondent may propose profit in accordance with 20 CFR 683.295(a), 2 CFR 200.324, NJDOL Workforce Innovation Notice WD-PY25-1, and UCWDB Subrecipient Selection Policy UCWDB-2026-201, Section 8. Consistent with N.J.S.A. 40A:11-4.5(b) and UCWDB Procurement Policy UCWDB-2026-309, profit will not be negotiated after proposals are received. Every term of profit is fixed by this RFP, including the formula by which each benchmark level is calculated, and the proposed amount is evaluated as submitted. The profit terms will be incorporated in a Fixed Fee Contract Addendum to the resulting subaward agreement.

a. **Fixed amount.** Profit shall be stated as a separate, fixed dollar amount on Attachment A, line H. It is within, not additional to, the funds available. The cost-plus-a-percentage-of-cost method is prohibited, 2 CFR 200.324(c).
b. **Cap.** Profit may not exceed ten percent (10%) of the profit base, which is the contract's estimated operational and direct costs as shown in the table below. The profit base excludes indirect costs and pass-through costs, so no profit may be earned on overhead or on funds that pass through to participants or training providers. Attachment A calculates the profit base automatically.
c. **No double recovery.** No part of the profit may be claimed as a cost, and no cost may be recovered both as an indirect cost and as a direct cost.
d. **Earned only on performance.** Profit is earned only by meeting the four performance benchmarks below for the contract year, each worth twenty-five percent (25%) of the fixed profit amount. Each benchmark is drawn from the metrics listed in WD-PY25-1, and none uses a WIOA primary indicator of performance. Each counts an event on the date it occurs and is recorded, not an outcome measured after exit.
e. **Benchmark levels set by formula.** Because calendar year 2026 has not ended when this RFP is issued, the required level for each benchmark is fixed by formula rather than stated as a number. For each benchmark, the Required Level is the greater of (a) the contract minimum stated in this RFP, where one exists, or (b) the calendar year 2026 count multiplied by 1.05 and rounded up to the next whole number, and in no case less than the calendar year 2026 count plus one. This meets the requirement of WD-PY25-1 that the level represent at least a five percent (5%) improvement over the corresponding period of the prior year, regardless of who provided services in that year.
f. **Calendar year 2026 counts.** Each count covers January 1 through December 31, 2026, under the UCWDB's comprehensive youth services contract, whichever provider held it, and excludes participants served under any other UCWDB youth contract, including the Affiliate Out-of-School Youth academic program. Counts are drawn from AOSOS and from the executed worksite agreements on file with the UCWDB. The UCWDB will certify each count and the resulting Required Level to the Sub-Recipient in writing not later than February 26, 2027, and the certified levels will be entered in the Fixed Fee

Contract Addendum. Neither the formula nor the certified counts are subject to negotiation.

g. **Option year.** If the UCWDB exercises the option to extend for 2028, the same benchmarks and formula apply, using the Sub-Recipient's validated calendar year 2027 counts, which the UCWDB will certify not later than February 25, 2028.

h. **Performance matrix.** A for-profit Respondent proposing profit shall complete the Profit Performance Matrix on Attachment A, which allocates the line H amount equally among the four benchmarks and confirms that the Respondent accepts the formula levels.

i. **Claim and payment.** Profit is claimed once for each contract year, on a separate expense claim submitted not later than fifteen (15) calendar days after the end of the contract year, apart from the regular monthly invoices. All data supporting the benchmarks shall be entered in AOSOS, and any supporting documentation submitted, not later than thirty (30) calendar days after the end of the contract year, or the profit is forfeited. The UCWDB will validate the results from AOSOS and participant files within sixty (60) calendar days after the end of the contract year and pay the earned share.

j. **Forfeiture and budget revision.** The share of profit for any benchmark not met is forfeited. At any time during the contract year, the Sub-Recipient may request a budget revision to move profit it does not expect to earn from line H to supportive services, paid work experience, or training, as provided in WD-PY25-1.

What is included in and excluded from the profit base:

Included in the profit base (Attachment A line)	Excluded from the profit base (Attachment A line)
Staff salaries (A)	Indirect costs, at a negotiated or de minimis rate (G)
Fringe benefits (B)	Supportive services to participants (D)
Office expenses (C)	Participant incentives (D)
Tutoring, high school equivalency preparation, and dropout recovery services (D)	Occupational skills training and credential costs (D)
Adult mentoring, leadership development, financial literacy, and entrepreneurship (D)	Participant wages, fringe, payroll taxes, and workers' compensation for work experience (E)
Other program services (D)	On-the-job training and customized or incumbent worker training
Staff costs of developing and managing work experience, and other work experience costs (E)	Subcontracts for training (F)
Subcontracts and partner agreements other than for training (F)	Profit itself (H)

Profit Benchmark (each contract year)	What Is Counted	Source	Required Level
1. Youth participants served (WD-PY25-1: increase in participants served)	Unduplicated in-school and out-of-school youth with an open WIOA Youth enrollment at any time during the calendar year, including participants	AOSOS	Formula

	carried in or transferred		
2. Work experience placements (WD-PY25-1: increase in work-based learning opportunities provided)	Participants who begin paid or unpaid work experience during the calendar year under an executed worksite agreement	AOSOS and worksite agreements	Formula, and not fewer than 30
3. WIOA Adult co-enrollments (WD-PY25-1: increase in co-enrollments)	Participants ages 18 through 24 whose WIOA Adult enrollment begins during the calendar year while enrolled in WIOA Youth	AOSOS	Formula
4. Employers serving as worksites (WD-PY25-1: increase in employers served)	Unduplicated employers that sign a worksite agreement for WIOA Youth work experience during the calendar year	Worksite agreements	Formula

Formula: Required Level = the greater of (a) the contract minimum, where one exists, or (b) the calendar year 2026 count × 1.05, rounded up to the next whole number, and not less than the calendar year 2026 count plus one.

The resulting contract will be a cost-reimbursement contract. All contracts between the UCWDB and a unit of State or local government must be cost-reimbursement contracts, 20 CFR 683.200(c)(4). The cost-plus-a-percentage-of-cost method of contracting is prohibited, 2 CFR 200.324(c). No match or other non-federal contribution is required.

SECTION V. EVALUATION PROCESS AND CONTRACT AWARD

Compliance Review

Upon opening, General Counsel and UCWDB staff will review each proposal for completeness and compliance with the requirements of this RFP. Proposals that do not meet the Minimum Standards or that omit any of the items listed at Section I as required will be deemed non-responsive and will not be evaluated.

Minimum Standards

Each of the following is a minimum standard for the submission of a proposal, the breach of which renders a proposal non-responsive, in accordance with UCWDB Procurement Policy UCWDB-2026-309, Section 10.3:

a. The proposal is received by General Counsel no later than 11:00 a.m. Eastern Time on Wednesday, November 25, 2026, with copies in the required number, format and medium set forth at Section IV;
b. One copy of the Respondent's most recent audit report, including the complete Single Audit reporting package required by 2 CFR 200.512(c) where the Respondent expended $1,000,000 or more in federal awards in its most recent fiscal year. A Respondent not subject to an independent audit may submit a financial review or compilation by an independent accountant;
c. Copies of monitoring reports for the past two program years from any federal, State, or local funding agency, with resolution letters where applicable (Attachment B, item 22), or a signed statement that no monitoring occurred;
d. Evidence of financial solvency, and the Respondent's certification, made in the executed Standard Assurances (Attachment B, item 1, Articles 17 and 27), that it maintains the financial control and accounting procedures necessary to ensure that funds are used as required by law and contract;
e. Disclosure of the roles, responsibilities, and qualifications of key program management and financial staff, and of service delivery facilities;
f. A description of the Respondent's case management, financial, and reporting systems, and of any substantial change to those systems in the past two years;
g. The warranty at Funding and Litigation Warranty that the Respondent has not had a public transaction terminated for cause or default in the preceding three years;
h. Original letters from each proposed subcontractor agreeing to the terms of the proposal and this RFP; and
i. All forms in Attachment B, signed by the Respondent's authorized representative.

Evaluation Committee

The competitive contracting administrator may appoint an Evaluation Committee to assist in the evaluation of proposals, in accordance with N.J.A.C. 5:34-4.3(c)(2). The names of the

committee members will not be publicly disclosed until the evaluation report is presented to the governing body. No more than one less than a majority of the membership of the UCWDB may serve on the committee. Any advisors used by the committee are subject to the same conflict of interest requirements, and their names will be included in the evaluation report. No individual who assisted in drafting this RFP or its evaluation criteria will evaluate proposals, in accordance with UCWDB Conflict of Interest Policy UCWDB-2026-214. Where a Respondent is the fiscal agent or an entity affiliated with the UCWDB, no person employed by or reporting to that Respondent will serve on the committee.

Before reviewing any proposal, each member of the Evaluation Committee will assess his or her own affiliations and financial interests, and those of his or her family, in accordance with N.J.A.C. 5:34-4.3(e). Each member will then execute the Evaluator's Certification, which carries the certification language prescribed at N.J.A.C. 5:34-4.3(f) and recites the Code of Ethics codified at N.J.S.A. 40A:9-22.5. Each executed certification will be received and filed before the evaluation process begins. An individual who has not executed and filed the certification will not review, score, or otherwise participate in the evaluation of any proposal.

Evaluation Criteria

All proposals shall be evaluated based on the principles set forth at N.J.A.C. 5:34-4.2 and the scoring criteria below, up to one hundred (100) points. Proposals will be evaluated only on the criteria and considerations published in this RFP.

Evaluation Criterion	Points
1. Title Page, Table of Contents, and Executive Summary	5
2. Organizational Capacity and Qualifications of Personnel	10
3. Past Performance and Program Experience	15
4. Program Design and Methodology	25
5. Program Components and Service Delivery	25
6. Budget and Budget Narrative	20
Total	100

The criteria address each of the model evaluation subjects at N.J.A.C. 5:34-4.2 as follows:

N.J.A.C. 5:34-4.2 Model Subject	Addressed in Criterion
Technical — proposed methodology	4 and 5
Technical — environmental practices	4
Management — project management	4
Management — history and experience in performing the work	3
Management — availability of personnel, facilities, equipment, and other resources	2
Management — qualification and experience of personnel, including use of women, disadvantaged, and small or minority-owned businesses and cultural sensitivity in hiring and training	2
Cost — cost of services and full explanation of costs	6
Cost — assurances of performance, including quality control and assurance programs	4 and 6
Cost — vendor's financial stability and strength	2 and 6

A proposal must receive a total average score of seventy (70) points or higher to be recommended for award. The UCWDB may recommend an alternate Respondent that scored seventy (70) points or higher if the recommended Respondent does not execute the contract, subject to formal action of the UCWDB and the Union County Board of County Commissioners.

Evaluation Process

Points are assigned to each criterion as a whole. The numbered items listed for each criterion in Section IV are the considerations evaluators will apply to that criterion and are not separately weighted. Each evaluator will assign a score for each criterion using the following rating scale:

Rating	Description	Share of Criterion Points
Excellent	Fully and convincingly addresses every consideration, with specific, well-supported detail	90% to 100%
Good	Addresses every consideration with adequate detail; minor gaps	70% to 89%
Fair	Addresses most considerations; some responses are general or unsupported	50% to 69%
Poor	Addresses few considerations or responses are largely unsupported	1% to 49%
Not addressed	No response to the criterion	0%

Each committee member will score each responsive proposal independently using a scoring instrument that reproduces the published criteria and considerations verbatim. The scores will be averaged and proposals ranked. The evaluation will result in a finding that a specific proposal is the most advantageous, price and other factors considered, or that all proposals should be rejected, in accordance with N.J.A.C. 5:34-4.3(d).

Clarification of Proposals

Pursuant to N.J.S.A. 40A:11-4.5(b), under no circumstances shall the provisions of a proposal be subject to negotiation by the UCWDB. Respondents are advised to submit their best proposal. In accordance with N.J.A.C. 5:34-4.3(c)(3), after proposals are opened and before the evaluation is complete, the UCWDB may give a Respondent the opportunity to clarify its submission, including through a presentation. Any clarification shall address only matters specified by the UCWDB and shall not be used to negotiate a contract contrary to law or to supplement, amend, or improve the proposal.

Evaluation Report and Award Recommendation

Following evaluation, a written report evaluating and recommending the award of a contract will be prepared in accordance with N.J.S.A. 40A:11-4.5(d), within forty-five (45) days of the proposal due date and not later than five (5) business days before the meeting at which the award will be considered. The report will:

a. Identify the names of all Respondents submitting proposals;

b. Summarize the contents of each proposal;
c. Rank the Respondents in order of evaluation;
d. State the recommendation for award and the reasons for it, with reference to the published criteria and the scores assigned, and state the reasons for rejection of any proposal;
e. Set forth the contract terms and conditions, scope of services, fees, and other matters to be incorporated into the contract; and
f. Address the rationale for the method of procurement, the selection of contract type, contractor selection or rejection, and the basis for the contract price, as required by 2 CFR 200.318(i).

The report will be made available to the public at least forty-eight (48) hours before the award of the contract, or when made available to the governing body, whichever is sooner. In accordance with N.J.S.A. 40A:11-4.5(f), the report shall become part of the public record and shall reflect the final action of the governing body. The award recommendation will be issued with the report.

Responsibility Determination and Pre-Award Risk Evaluation

Before award, the UCWDB will make a written determination that the recommended Respondent is responsible, considering its integrity, compliance with public policy, record of past performance, and financial and technical resources, 2 CFR 200.318(h). The UCWDB will also evaluate the recommended Respondent's risk of noncompliance, 2 CFR 200.332(c), on a standalone instrument addressing its prior experience with the same or similar subawards; the results of previous audits; any new personnel or new or substantially changed systems; the extent and results of federal and pass-through entity monitoring; and additional factors including the dollar value and complexity of the subaward and whether the Respondent is an affiliated entity requiring firewall arrangements. The results may inform specific conditions under 2 CFR 200.208 and the level of monitoring for the resulting contract.

Suspension and Debarment Verification

Before award, the UCWDB will verify that the recommended Respondent and its principals are not excluded or disqualified from covered transactions, 2 CFR 200.214 and 2 CFR 180.300, using all three methods: (1) a search of the SAM.gov Exclusions database for the Respondent and its principals, recorded by a dated capture of the result (or, for a public entity whose status is not maintained in SAM.gov in the manner of a commercial vendor, a dated memorandum recording the search performed); (2) the executed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transactions, and the debarment certification at Article 6 of the Standard Assurances, both in Attachment B; and (3) the Debarment and Suspension clause in Section VI. Respondents must maintain an active SAM.gov registration throughout the contract and notify the UCWDB immediately if the Respondent or any principal becomes excluded.

Fair and Open Process and Single-Proposal Determination

Before award, the UCWDB will make a written determination that this procurement satisfied the fair and open process requirements of N.J.S.A. 19:44A-20.7. If only one proposal is received, the UCWDB will prepare the written determination required by UCWDB Procurement Policy UCWDB-2026-309, Section 5.5, and NJDOL guidance before award.

Award

Award of a contract shall be made by resolution of the UCWDB within sixty (60) days of the receipt of proposals, in accordance with N.J.S.A. 40A:11-4.5(e), except that the proposal of any Respondent who consents may, at the request of the UCWDB, be held for consideration for a longer period as may be agreed. The award is subject to the concurrence of the Union County Board of County Commissioners. Within ten (10) days of award, the UCWDB will post a notice on the County of Union website summarizing the award, stating the nature, duration, and amount of the contract, the name of the Sub-Recipient, and that the resolution and contract are on file and available for public inspection, in accordance with N.J.S.A. 40A:11-4.5(g). The UCWDB will also post on its website the list of Respondents, an abstract of the proposals received, the evaluation report, and the award, including the total award amount and contract duration.

Protests, Appeals, and Disputes

The following procedures are established pursuant to 2 CFR 200.318(k) and UCWDB Procurement Policy UCWDB-2026-309, Section 9. All periods are computed in business days, meaning days on which the offices of the County of Union are open for business, excluding Saturdays, Sundays, and legal holidays. The day of the triggering event is not counted. Protests and appeals must be submitted in writing to:

Kraig M. Dowd, Esq., General Counsel to the Union County Workforce Development Board
Weber Dowd Law, LLC
365 Rifle Camp Road, Suite 212, Woodland Park, New Jersey 07424
kraig@weberdowdlaw.com

a. **Protest of solicitation specifications.** A protest concerning the specifications, terms, or conditions of this RFP must be received not later than ten (10) business days before the proposal due date, that is, by 11:00 a.m. Eastern Time on Tuesday, November 10, 2026. A protest received after that deadline will not be considered. No proposal will be opened while a timely specification protest is pending. If a written decision on a timely specification protest will not issue at least five (5) business days before the proposal due date, the proposal due date will be extended by addendum so that the decision, and any resulting amendment of this RFP, precede the submission of proposals. A protester whose specification protest is denied must still submit a proposal by the due date to remain eligible for a contract award.

b. **Protest of award recommendation.** A protest relating to an award recommendation must be received not later than five (5) business days after issuance of the evaluation report with award recommendation.
c. **Required contents.** Every protest must be typed on the protester's letterhead and must state, at a minimum: the name, address, and telephone number of the protester; the signature of the protester or its authorized representative; the solicitation number; a detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents; and the form of relief requested. A submission that does not contain each of these elements is not a protest, and the protester will be so advised in writing.
d. **Stay of award.** Upon receipt of a timely protest filed before award, the UCWDB will not proceed to award until a written decision has issued, unless the Executive Director determines in writing that award without delay is necessary to protect the substantial interests of the workforce system and states the basis for that determination.
e. **Review panel.** Upon receipt of a timely protest, the Executive Director will convene a review panel. No person who participated in the evaluation of proposals, and no person having a conflict of interest with respect to any party to the protest, will serve on the panel. The panel review will be completed within ten (10) business days of actual receipt of the protest.
f. **Written decision.** A written decision stating the reasons for the action taken will issue within five (5) business days of the conclusion of the panel review and will be transmitted to the protester.
g. **Appeals.** An appeal of the selection process will be heard where it is alleged that the UCWDB violated a statutory or regulatory provision in the award. An appeal must be submitted in writing not later than five (5) business days following the later of the issuance of the written decision on a protest or the protester's receipt of written notice that funding for the procurement has been awarded or obligated, and must state the provision alleged to have been violated and the legal basis and facts supporting the allegation.
h. **Further review.** Protests and appeals of federal or State statutory and regulatory violations not resolved at the local level may be pursued with NJDOL and, where applicable, the United States Department of Labor, in accordance with 20 CFR 683.600 and applicable NJDOL grievance procedures.
i. **Access to evaluation information.** Summaries of the evaluation score sheets and evaluator comments will be furnished upon written request within ten (10) business days following the UCWDB's review of the final contract recommendations and the conclusion of any appeals. Access to procurement records is otherwise governed by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq. and applicable law.
j. **Disputes.** Disputes arising under the resulting contract are governed by the Disputes provision in Section VI.

Contract Execution

The resulting contract will be a cost-reimbursement contract with monthly billing. Respondents must have the financial capacity to cover program costs until reimbursed, which may take up to forty-five (45) days from receipt of a complete invoice. The contract will be executed within forty-five (45) days of award. No work shall commence and no cost shall be incurred before the contract has been fully executed by both parties, except where the UCWDB has expressly authorized pre-award costs in writing and such costs are allowable under 2 CFR 200.458. The UCWDB must approve in advance any subcontract or purchase agreement of $10,000 or more. The contract is subject to the availability and appropriation of funds for any period extending beyond the current fiscal year.

Respondents must designate an authorized representative empowered to execute the contract and to make binding commitments on behalf of the Respondent, identified on the title page of the proposal.

Ex-Parte Communication

It is the policy of the UCWDB to prohibit ex-parte communication with any UCWDB board member, UCWDB staff, consultant, or other person serving as an evaluator during the procurement process. Except as expressly permitted in this RFP, Respondents that contact UCWDB board members, UCWDB staff, consultants, or evaluators on matters related to this RFP risk elimination of their proposals from consideration. Any written communication to a board member or evaluator from a potential Respondent will be distributed to all board members and evaluators. A board member with a conflict of interest with respect to this procurement shall disclose the conflict on the record, shall not participate in any discussion or deliberation concerning it, and shall abstain from any vote pertaining to this procurement.

Insurance Requirements

A Certificate of Insurance shall be filed with the Union County Workforce Development Board prior to commencement of the work. This Certificate shall contain a provision that insurance afforded under the policies will not be canceled without at least 30 days prior written notice being given to the Union County Workforce Development Board.

Workers' compensation and employer's liability insurance, complying with laws of New Jersey or elsewhere as may be required. Employer's liability insurance shall be provided with a limit not less than $1,000,000;

Commercial automobile liability insurance, including: if county vehicles are being used the automobile liability policy should include hired/non-owned coverage for the operation of such vehicles.

Commercial general liability insurance, including:

a. Premises & operations

b. Broad form blanket contractual liability
c. Independent contractors' coverage
d. Products and completed operations
e. Personal injury liability
f. Broad form property damage

If applicable to the services being rendered pursuant to this agreement, professional liability coverage (including technology errors and omissions) in the amount of not less than two million dollars ($2,000,000) for each claim and not less than two million dollars ($2,000,000) in the aggregate.

Limits of coverage: Bodily injury and property damage liability - $2,000,000 combined single Limit.

If policy aggregate applies, $2,000,000 aggregate (note: satisfaction of the general liability & auto liability requirement can be met by excess and/or umbrella liability)

The vendor shall be required to submit a certificate of insurance providing evidence of coverage outline herein. In addition, the certificate of insurance, or evidence of coverage, should reflect:

Required language naming the Union County Workforce Development Board as an additional insured. The following language is required to be added to all certificates of insurance provided by vendors doing business with the Union County Workforce Development Board.

The language is as follows:

> "the Union County Workforce Development Board, its Board, officers, employees, agents, servants and the State of New Jersey are included as additional insured under the general liability policy. The general liability insurance coverage is provided on a primary, non-contributory basis, to the Union County Workforce Development Board et. al.
>
> Where applicable, a waiver of subrogation in favor of the above-named additional insured is to be included in those policies of insurance where permitted by law.
>
> Should any of the above-described policies be cancelled before their expiration dates, notice will be delivered in accordance with the policy provisions."

Coverage on primary and non-contributory basis: the certificate of insurance should indicate that all insurance coverage will be provided on a primary and non-contributory basis to the Union County Workforce Development Board, its Board, officers, employees, agents, and servants.

Cancellation notice: cancellation notice of all certificates or evidence of insurance shall provide that 30 days' notice of cancellation, non-renewal or material change will be provided to the

additional insured. The words "endeavor to" and "failure to do so shall impose no obligation or liability of any kind whatsoever on the insurer, its agents or representatives" shall be stricken from the certificates.

Waiver of subrogation: in favor of the Union County Workforce Development Board, its Board, officers, employees, agents and servants on all policies, except worker's compensation and employer's liability.

Abuse and molestation liability. Because the Sub-Recipient will serve minors, the Sub-Recipient shall also maintain abuse and molestation liability coverage, which may be provided by endorsement to the commercial general liability policy, in an amount not less than $1,000,000 per occurrence.

Funding and Litigation Warranty

Respondents, by submitting a proposal, warrant that in the preceding three (3) years they have not had one or more public transactions (federal, state, or local) terminated for cause or default.

No organization may compete for funds if:

a. the organization has been debarred or suspended or otherwise determined to be ineligible to receive federal funds by an action of any governmental agency;
b. the organization's previous contract with the UCWDB was terminated for cause; or
c. the organization has not complied with an official order to repay disallowed costs incurred during its performance of programs or services.

Respondents, by submitting a proposal, warrant that they are not currently involved in litigation or arbitration concerning their performance as it relates to the same or similar services to be supplied pursuant to the referenced contract and that no judgments or awards have been made against the Respondents on the basis of their performance in supplying the same or similar services, unless such fact is disclosed to UCWDB in the proposal(s). Disclosure will not automatically disqualify the Respondents; however, UCWDB reserves the right to evaluate proposal(s) on the basis of facts surrounding such litigation or arbitration. These will be reviewed and decided upon at the discretion of UCWDB.

Disclosure

Except as set forth on the form "CONFIDENTIALITY OF MATERIALS AND DISCLOSURE OF INFORMATION" found in Attachment B to this RFP, Proposals that are submitted shall not be marked as confidential or proprietary and are subject to public disclosure as permitted by the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq. (OPRA) and other applicable State and federal laws and regulations. Additionally, all proposals shall become the property of the UCWDB. The UCWDB reserves the right to make use of any information or ideas in the proposals submitted.

All documents submitted along with this RFP shall be retained by the UCWDB. The UCWDB reserves the right to reject any or all proposals and to award a contract as is in its best interest. The UCWDB reserves the right to solicit additional information from any Respondent after the proposals have been received, including the requesting of interviews of Respondents.

Proposals submitted in response to the RFP, amounts actually paid by the government under a contract, and cost and pricing data incorporated into a contractual document such as line-item prices, contract award prices, and modifications, among other things, are subject to disclosure. Explanatory material and headings associated with costs and pricing data are normally subject to disclosure except in rare instances where the Respondent can justify their withholding under applicable law.

UCWDB will not notify Respondent of requests for release of information or that UCWDB released data.

Open Public Records Act (OPRA)

All contract documents and information prepared by Vendor and received by the UCWDB in response to this Request for Proposals will become the property of the Union County Workforce Development Board. Pursuant to OPRA, your contract documents will be considered public information and will be available for review by individuals or agencies who request same from the UCWDB unless you affirmatively allege an exception to OPRA applies and the UCWDB concurs that such an exception does apply. Prior to the execution of a contract in connection with this procurement, Vendor shall advise the UCWDB in writing if any of Vendor's contract documents or portions thereof are considered confidential and same shall be clearly marked as such, with an explanation as to the bases for the claim of confidentiality. In the event a request is made under OPRA, and the UCWDB denies access to any such record(s) based in whole or in part on Vendor's request, then Vendor shall be responsible to defend its position in the appropriate agency or court and Vendor shall cooperate with, indemnify, defend and hold the UCWDB harmless against any claims whatsoever arising out of the denial of access.

SECTION VI. TERMS AND CONDITIONS APPLICABLE TO FEDERALLY-FUNDED CONTRACTS

The provisions set forth in this Section of the Standard Terms and Conditions apply to all contracts funded, in whole or in part, by Federal funds as required by 2 CFR 200.317. Respondent are hereinafter referred to also as "Contractors" in this Section VI.

Remedies for Breach

Pursuant to 2 CFR 200.327 and Appendix II to Part 200, paragraph (A), where the Sub-Recipient violates or breaches any term or condition of the contract, the UCWDB may pursue all administrative, contractual, and legal remedies available to it, including but not limited to the following:

a. Withholding of payment in whole or in part;
b. Disallowance and recovery of costs, including the recovery of funds already disbursed;
c. Suspension of all or part of the contract;
d. Imposition of a corrective action plan with specified deliverables and milestones;
e. Temporary withholding of cash payments pending correction of the deficiency; and
f. Termination of the contract in whole or in part pursuant to the Termination for Cause and for Convenience provision set forth below.

The UCWDB will provide the Sub-Recipient with written notice of the deficiency and a reasonable opportunity to cure, except where the nature of the deficiency, including suspected fraud, misappropriation of funds, or a threat to the health or safety of program participants, warrants immediate action. Sanctions and penalties may be imposed as appropriate to the severity of the breach. The exercise of any remedy shall not preclude the exercise of any other remedy available to the UCWDB at law or in equity, and no delay or omission in exercising any remedy shall operate as a waiver of that remedy.

Termination for Cause and for Convenience

Pursuant to 2 CFR 200.327 and Appendix II to Part 200, paragraph (B), the resulting contract is subject to termination as set forth in this provision, and as detailed more fully in Article 53 and 54 of the Standard Assurances within Attachment B hereto.

Termination for Cause. In addition to the "immediate termination" provision contained within Article 53 of the Standard Assurances set forth in Attachment B hereto, the UCWDB may terminate the contract in whole or in part upon written notice to the Sub-Recipient where the Sub-Recipient fails to comply with any term or condition of the contract, fails to make satisfactory progress toward the objectives and performance standards set forth herein, or fails to correct a deficiency within the period specified in a written notice to cure. The notice of termination shall state the grounds for termination and the effective date of termination. Upon termination for cause, the UCWDB shall be liable only for allowable costs properly incurred prior to the effective

date of termination, and the UCWDB shall retain all remedies available to it at law or in equity, including the recovery of disallowed costs.

Termination for Convenience. The UCWDB may terminate the contract in whole or in part upon thirty (30) days written notice to the Sub-Recipient where the UCWDB determines that termination is in its best interest, including but not limited to the reduction, suspension, or termination of the federal or State funds supporting the contract. Upon termination for convenience, the UCWDB shall reimburse the Sub-Recipient for allowable costs properly incurred through the effective date of termination and for non-cancellable obligations properly incurred prior to the Sub-Recipient's receipt of the notice of termination. The Sub-Recipient does not have a unilateral right to terminate the contract for convenience, but may do so only with the prior written consent of the UCWDB and upon not less than ninety (90) calendar days' prior written notice to the UCWDB. Consent may be withheld where termination would disrupt services to enrolled participants, and shall in all events be conditioned upon the Sub-Recipient's performance of its obligations under Article 54 of the Standard Assurances set forth within Attachment B hereto.

Termination by Mutual Agreement. The contract may be terminated in whole or in part by the mutual written agreement of the parties. Any such agreement shall set forth the effective date of termination and the basis for settlement of amounts due.

Effect of Termination. Upon any termination, the Sub-Recipient shall immediately cease incurring costs under the contract and shall take all reasonable steps to minimize costs. The Sub-Recipient shall deliver to the UCWDB, or to a successor provider the UCWDB designates, within fifteen (15) calendar days of the effective date of termination, all participant records, program records, and work product, in the form the UCWDB specifies, and shall account for and deliver or dispose of all property acquired with contract funds as the UCWDB directs. The Sub-Recipient shall submit a final invoice within thirty (30) calendar days of the effective date of termination, and a closeout report within forty-five (45) calendar days of the effective date of termination, in each case as further provided at Article 55 of the Standard Assurances and in UCWDB Closeout Policy UCWDB-2026-312. Final payment is subject to the submission and approval of the final report or reports, compliance with all other provisions of this paragraph, and the favorable determination by the UCWDB of the allowability of the costs claimed. Where the Standard Assurances or UCWDB Closeout Policy UCWDB-2026-312 states an earlier deadline for any obligation under this provision, the earlier deadline governs.

Basis for Settlement. Settlement of amounts due upon termination shall be determined in accordance with the cost principles set forth at 2 CFR Part 200, Subpart E. Any dispute arising from a settlement determination shall be resolved in accordance with the Disputes provision set forth below.

Disputes

Any dispute arising under or relating to the resulting contract that is not disposed of by mutual agreement of the parties shall be submitted in writing to the Director of the UCWDB, who shall issue a written decision stating the basis for the determination within thirty (30) calendar days of receipt of the submission, unless the Director requires additional documentation and/or information from the Sub-Recipient in which case such determination shall be within thirty (30) calendar days of receipt of such supplemental documentation and/or information. The Sub-Recipient may request review of that decision by the UCWDB by submitting a written request within ten (10) business days of its receipt of the decision of the Director. The UCWDB shall issue a final written decision within thirty (30) calendar days of its receipt of the request for review unless additional time to do so is deemed necessary by the UCWDB and confirmed in writing to the Sub-Recipient.

Pending final resolution of a dispute, the Sub-Recipient shall proceed diligently with the performance of the contract in accordance with the direction of the UCWDB. Nothing in this provision shall be construed to limit any right or remedy otherwise available to either party at law or in equity, or to limit the authority of the New Jersey Department of Labor and Workforce Development or the United States Department of Labor.

Contracting With Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

Pursuant to 2 CFR 200.321, the UCWDB must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Accordingly, if subawards are to be made the Contractor shall:

g. Include qualified small and minority businesses and women's business enterprises on solicitation lists;
h. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
i. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
j. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,
k. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Domestic Preference for Procurements

Pursuant to 2 CFR 200.322, where appropriate, the UCWDB has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). If subawards

are to be made the Contractor shall include a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:

a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
b. "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Procurement of Recovered Materials

Where applicable, in the performance of contract, pursuant to 2 CFR 200.323, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

To the extent that the scope of work or specifications in the contract requires the contractor to provide recovered materials the scope of work or specifications are modified to require that as follows.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

a. Competitively within a timeframe providing for compliance with the contract performance schedule;
b. Meeting contract performance requirements; or
c. At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site:

https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." See, 2 CFR Part 200, Appendix II, para. C.

a. During the performance of this contract, the contractor agrees as follows:
b. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

c. The contractor 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 race, color, religion, sex, sexual orientation, gender identity, or national origin.

d. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

e. The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

f. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

g. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

h. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

i. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

    I. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

    II. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is

not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

III. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

IV. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Davis-Bacon Act, 40 U.S.C. 3141-3148, as Amended

When required by Federal program legislation, all prime construction contracts in excess of $2,000 shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week.

Copeland Anti-Kickback Act

Where applicable, the Contractor must comply with Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the resulting contract.
b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the United States Department of Labor may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
c. Breach. A breach of the clauses above may be grounds for termination of the resulting contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701-3708

Where applicable, all contracts awarded by the non-Federal entity in excess of $ 100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum determined under 29 CFR 5.5(b)(2), as adjusted annually for inflation pursuant to the Federal Civil Penalties Inflation Adjustment Act, for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
c. Withholding for unpaid wages and liquidated damages. The UCWDB shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same

prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

d. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

Rights to Inventions Made Under a Contract Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Clean Air Act, 42 U.S.C. 7401-7671q, and the Federal Water Pollution Control Act, 33 U.S.C. 1251-1387, As Amended

Where applicable, Contract and subgrants of amounts in excess of $150,000, must comply with the following:

Clean Air Act

a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
b. The contractor agrees to report each violation to the UCWDB and understands and agrees that the UCWDB will, in turn, report each violation as required to assure notification to the New Jersey Department of Labor and Workforce Development, the United States Department of Labor, and the appropriate Environmental Protection Agency Regional Office.
c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the United States Department of Labor.

Federal Water Pollution Control Act

a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
b. The contractor agrees to report each violation to the UCWDB and understands and agrees that the UCWDB will, in turn, report each violation as required to assure notification to the

New Jersey Department of Labor and Workforce Development, the United States Department of Labor, and the appropriate Environmental Protection Agency Regional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the United States Department of Labor.

Debarment and Suspension (Executive Orders 12549 and 12689)

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
c. This certification is a material representation of fact relied upon by the UCWDB. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the UCWDB, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
d. The Respondent (bidder or proposer) agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Respondent (bidder or proposer) further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352

Contractors that apply or bid (including submission of a proposal) for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Pursuant to 2 CFR 200.216, recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

a. Procure or obtain;
b. Extend or renew a contract to procure or obtain; or
c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
    I. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
    II. Telecommunications or video surveillance services provided by such entities or using such equipment.
    III. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Retention of and Access to Records

The Sub-Recipient shall retain all financial records, supporting documents, statistical records, participant records, and all other records pertinent to the resulting contract for the duration of the contract plus seven (7) years from the later of the date of the final expenditure report or the final program report, as required by the New Jersey Department of Labor and Workforce Development Terms and Conditions incorporated into the UCWDB grant agreement and clarified by NJDOL Workforce Innovation Notice WD-PY24-6, Change 1. This period exceeds the three-year minimum at 2 CFR 200.334 and 20 CFR 683.220. Where retention periods differ, the longer period shall govern.

Notwithstanding the foregoing, where any litigation, claim, audit, monitoring review, or other action involving the records has been started before the expiration of the seven-year period, the records shall be retained until all such matters have been resolved and final action has been taken.

The Sub-Recipient shall provide the UCWDB, the County of Union, the New Jersey Department of Labor and Workforce Development, the United States Department of Labor, the Comptroller General of the United States, the respective Inspectors General, and any of their duly authorized representatives with the right of timely and unrestricted access to any books, documents, papers, or other records of the Sub-Recipient that are pertinent to the contract, in order to make audits, examinations, excerpts, transcriptions, and copies of such documents. This right also includes

timely and reasonable access to the personnel of the Sub-Recipient for the purpose of interview and discussion related to such documents.

The Sub-Recipient shall maintain records in a manner that permits the ready identification of costs by funding stream and by cost category, consistent with 2 CFR 200.302. The Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and any other information designated as sensitive or confidential by the UCWDB, the New Jersey Department of Labor and Workforce Development, or the United States Department of Labor, consistent with 2 CFR 200.303(e) and applicable federal and State law.

In addition to the retention requirements for the records set forth herein above, any respondent to which a contract is awarded under this RFP shall maintain all documentation related to products, transactions, or services under the contract for a period of five years from the date of final payment, in accordance with the provisions of N.J.A.C. 19:70–1.6. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Such retention period shall be deemed only a minimum period and the prospective contract partner will be subject to all other retention periods required, both as set forth in the provisions of this section and under any and all other applicable laws, rules, regulations and contract provisions governing records retention for the types of services to be provided.

The Sub-Recipient shall include the requirements of this provision in every subcontract or subaward it enters into under the resulting contract. The obligations set forth in this provision survive the expiration or termination of the contract.

SECTION VII. RFP ATTACHMENTS

ATTACHMENT A — PROPOSED LINE-ITEM BUDGET

Attachment A is issued as a separate Microsoft Excel workbook. Complete every shaded cell and submit it with the proposal immediately following the Budget Narrative.

ATTACHMENT B — REQUIRED DOCUMENTS AND CERTIFICATIONS

The following documents must be completed, signed by the Respondent's authorized representative where indicated, and submitted with the proposal. The forms are issued with this RFP.

1. Standard Assurances, Certifications, and General Provisions (current version), including the Certification Regarding Debarment, Suspension, and Other Responsibility Matters at Article 6
2. Proposer Signature Page
3. Vendor References (at least three)
4. Business Registration Certificate
5. Business Disclosure Certification
6. Statement of Ownership Disclosure
7. Non-Collusion Affidavit
8. Affirmative Action Requirement
9. Mandatory Equal Employment Opportunity Language
10. Americans with Disabilities Act
11. Affidavit of No Conflict of Interest
12. Disclosure of Investment Activities in Iran
13. Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
14. Byrd Anti-Lobbying Amendment Certification
15. Disclosure of Lobbying Activities (SF-LLL)
16. Certification Regarding Lobbying — Contracts, Grants, Loans, and Cooperative Agreements
17. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transactions
18. Confidentiality of Materials and Disclosure of Information
19. Acknowledgement of Proposal Accuracy
20. Acknowledgement of Addendum Receipt (if applicable)
21. Most Recent Independent Financial Audit, including the complete Single Audit reporting package required by 2 CFR 200.512(c) where the Respondent expended $1,000,000 or more in federal awards during its most recent fiscal year, with the Audit Report Cover Sheet
22. Monitoring reports for the past two program years from any federal, State, or local funding agency, with resolution letters where applicable, or a signed statement that no monitoring occurred (copies; no form)

23. Firewall and Conflict of Interest Statement — required only of a Respondent that holds or is proposing for another role in the Union County workforce system (written explanation; no form)

ATTACHMENT C — LETTER OF INTENT

Issued as a separate form.

ATTACHMENT A — PROPOSED LINE-ITEM BUDGET
UNION COUNTY WORKFORCE DEVELOPMENT BOARD · REQUEST FOR PROPOSALS #23-2027
COMPREHENSIVE ONE STOP CAREER CENTER PROVIDER FOR YOUTH SERVICES UNDER THE WORKFORCE INNOVATION AND OPPORTUNITY ACT

Proposals due Wednesday, November 25, 2026 at 11:00 a.m. Eastern Time

AGENCY NAME:

CONTRACT PERIOD: January 13, 2027 through December 31, 2027

WIOA FUNDS AVAILABLE BY STREAM (from RFP Section I):

Funds available (RFP Section I, Estimated Funding)	$200,000	$350,000	$50,000	$600,000
Required out-of-school youth expenditure: the full OSY allocation (a fixed dollar amount, not a percentage)	$350,000			

Organization type (select): FOR-PROFIT, NONPROFIT, or GOVERNMENT

INSTRUCTIONS — Complete every yellow cell. Grey cells calculate automatically; do not type over them. Add rows within a category as needed. Itemize staff salaries and fringe per position. Itemize all office expenses and program services. The Budget Narrative must explain the basis for every figure.

COST CATEGORY	WIOA Youth — In-School Youth	WIOA Youth — Out-of-School Youth	WIOA Adult (co-enrollment, ages 18–24)	Total WIOA
A. STAFF SALARY — itemize per position; state title, name if known, and % of time on this contract				
Position 1 — title, % of time				$0
Position 2 — title, % of time				$0
Position 3 — title, % of time				$0
Position 4 — title, % of time				$0
Position 5 — title, % of time				$0
Position 6 — title, % of time				$0
Position 7 — title, % of time				$0
Position 8 — title, % of time				$0
Subtotal — A. STAFF SALARY	**$0**	**$0**	**$0**	**$0**
B. FRINGE BENEFITS — itemize per position; based on written personnel policy; state rate				
Position 1 — fringe				$0
Position 2 — fringe				$0
Position 3 — fringe				$0
Position 4 — fringe				$0
Position 5 — fringe				$0
Position 6 — fringe				$0
Position 7 — fringe				$0
Position 8 — fringe				$0
Subtotal — B. FRINGE BENEFITS	**$0**	**$0**	**$0**	**$0**
C. OFFICE EXPENSES — itemize (computer hardware and case management software excluded)				
Dues and subscriptions				$0
Computer software				$0
Office supplies, printing, and copying				$0
Postage and courier				$0
Educational materials, assessment tools and fees, HSE test fees				$0
Other (specify)				$0
Subtotal — C. OFFICE EXPENSES	**$0**	**$0**	**$0**	**$0**
D. PROGRAM SERVICES — itemize costs of the fourteen program elements				
Supportive services (20 CFR 681.570)				$0
Incentives (20 CFR 681.640)				$0
Occupational skills training and credential costs				$0
Tutoring, HSE preparation, and dropout recovery services				$0
Adult mentoring, leadership development, financial literacy, entrepreneurship				$0
Other program services (specify)				$0
Subtotal — D. PROGRAM SERVICES	**$0**	**$0**	**$0**	**$0**

COST CATEGORY	WIOA Youth — In-School Youth	WIOA Youth — Out-of-School Youth	WIOA Adult (co-enrollment, ages 18–24)	Total WIOA
E. PARTICIPANT WORK EXPERIENCE — WIOA Section 129(c)(4); 20 CFR 681.590				
Participant wages				$0
Participant fringe, payroll taxes, and workers' compensation				$0
Staff costs for development and management of work experience				$0
Other work experience costs (specify)				$0
Subtotal — E. PARTICIPANT WORK EXPERIENCE	**$0**	**$0**	**$0**	**$0**
F. SUBCONTRACTS AND PARTNER AGREEMENTS — itemize; match letters of commitment				
Subcontract 1 (name and purpose)				$0
Subcontract 2 (name and purpose)				$0
Subtotal — F. SUBCONTRACTS AND PARTNER AGREEMENTS	**$0**	**$0**	**$0**	**$0**
TOTAL DIRECT COSTS (A through F)	**$0**	**$0**	**$0**	**$0**
G. INDIRECT COSTS — 2 CFR 200.414. Enter NICRA or DE MINIMIS, the rate, and the modified total direct cost base. Indirect costs are within, not additional to, the funds available.				
Method (NICRA or DE MINIMIS)				
Indirect cost rate				
Base — modified total direct costs (MTDC), by stream				
Indirect costs (rate × base)	$0	$0	$0	$0
H. PROFIT — for-profit Respondents only; a fixed dollar amount, earned only on the four formula benchmarks in RFP Section IV. Nonprofit and governmental Respondents enter $0 (20 CFR 683.295). Cap: 10% of the profit base below. For-profit Respondents also complete the Profit Performance Matrix tab.	$0	$0	$0	$0
Profit base — operational and direct costs, excluding indirect costs and pass-through costs (supportive services, incentives, occupational skills training, participant wages and payroll costs, training subcontracts).				$0
TOTAL BUDGET (Direct + Indirect + Profit)	**$0**	**$0**	**$0**	**$0**
Training subcontracts included in F above (enter the amount; excluded from the profit base)				

COMPLIANCE VERIFICATION — calculates automatically. Every test must read PASS before submission.

Test	Computed	Requirement	Result
Total WIOA requested within funds available, by stream	$0	Each stream at or below its available amount	PASS
Work experience as % of WIOA Youth budget (ISY + OSY)	0.0%	At least 20%	BELOW 20% MINIMUM
Out-of-school youth budget compared with the required OSY amount	$0	At least $350,000 (the full OSY allocation)	BELOW REQUIRED OSY AMOUNT
Indirect cost rate	0.0%	15% maximum if de minimis	ENTER METHOD
Profit	$0	For-profit only; not more than 10% of the profit base	PASS

CERTIFICATION — Authorized Representative (print):
Title:
Signature:
Date:

Source: RFP Section I (Estimated Funding; expenditure requirements) and Section IV (Budget and Budget Narrative). The funds available by stream (Program Year 2026 funds: $200,000 ISY; $350,000 OSY; $50,000 Adult; $600,000 total, 100% federal) and the required OSY amount are set by the UCWDB.

ATTACHMENT A — PROFIT PERFORMANCE MATRIX

UNION COUNTY WORKFORCE DEVELOPMENT BOARD · REQUEST FOR PROPOSALS #23-2027

For-profit Respondents proposing profit only. Nonprofit and governmental Respondents leave this tab blank. Terms are fixed by RFP Section IV and are not negotiable (N.J.S.A. 40A:11-4.5(b)).

Required Level formula: the greater of (a) the contract minimum, where one exists, or (b) the calendar year 2026 count × 1.05, rounded up to the next whole number, and not less than the calendar year 2026 count plus one. The UCWDB will certify each count and Required Level by February 26, 2027.

Profit Benchmark (each contract year)	What Is Counted	Required Level	Share	Profit Amount	Respondent Accepts (Yes)
1. Youth participants served	Unduplicated ISY and OSY with an open WIOA Youth enrollment during the calendar year, including carry-in and transferred participants (AOSOS)	Formula	25%	$0.00	
2. Work experience placements	Participants who begin paid or unpaid work experience under an executed worksite agreement (AOSOS and worksite agreements)	Formula, and not fewer than 30	25%	$0.00	
3. WIOA Adult co-enrollments	Participants ages 18–24 whose WIOA Adult enrollment begins during the calendar year while enrolled in WIOA Youth (AOSOS)	Formula	25%	$0.00	
4. Employers serving as worksites	Unduplicated employers that sign a worksite agreement for WIOA Youth work experience (worksite agreements)	Formula	25%	$0.00	
Total (equals Attachment A, line H)			100%	**$0.00**	

Profit is claimed once per contract year on a separate expense claim within 15 calendar days after the year ends; supporting data must be in AOSOS within 30 days; the UCWDB validates within 60 days. The share for any benchmark not met is forfeited. Source: RFP Section IV, Profit; NJDOL Workforce Innovation Notice WD-PY25-1.

ATTACHMENT B — REQUIRED DOCUMENTS AND CERTIFICATIONS CHECKLIST

Comprehensive One Stop Career Center Provider for Youth Services under the Workforce Innovation and Opportunity Act — PY2026 — RFP No. **23-2027**

Respondent: _____ Submit this checklist with the proposal. One (1) original, two (2) copies, and one (1) PDF electronic copy on a flash drive.

#	Required document	Form in packet	Included
1	Standard Assurances, Certifications, and General Provisions (current version), including the Certification Regarding Debarment, Suspension, and Other Responsibility Matters at Article 6	01	☐
2	Proposer Signature Page	02	☐
3	Vendor References (at least three)	03	☐
4	Business Registration Certificate	04	☐
5	Business Disclosure Certification	05	☐
6	Statement of Ownership Disclosure	06	☐
7	Non-Collusion Affidavit	07	☐
8	Affirmative Action Requirement	08	☐
9	Mandatory Equal Employment Opportunity Language	09	☐
10	Americans with Disabilities Act	10	☐
11	Affidavit of No Conflict of Interest	11	☐
12	Disclosure of Investment Activities in Iran	12	☐
13	Certification of Non-Involvement in Prohibited Activities in Russia or Belarus	13	☐
14	Byrd Anti-Lobbying Amendment Certification	14	☐
15	Disclosure of Lobbying Activities (SF-LLL)	15, 15a	☐
16	Certification Regarding Lobbying — Contracts, Grants, Loans, and Cooperative Agreements	16	☐
17	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transactions	17	☐
18	Confidentiality of Materials and Disclosure of Information	18	☐
19	Acknowledgement of Proposal Accuracy	19	☐
20	Acknowledgement of Addendum Receipt (if applicable)	20	☐
21	Most Recent Independent Financial Audit, including the complete Single Audit reporting package required by 2 CFR 200.512(c) where the Respondent expended $1,000,000 or more in federal awards in its most recent fiscal year, with the Audit Report Cover Sheet	21	☐
22	Monitoring reports for the past two program years from any federal, State, or local funding agency, with resolution letters where applicable, or a signed statement that no monitoring occurred	Copies — no form	☐
23	Firewall and Conflict of Interest Statement — only if the Respondent holds or is proposing for another role in the Union County workforce system	Written explanation — no form	☐

The Letter of Intent is Attachment C and is submitted separately by e-mail to General Counsel; it is not part of this checklist. Attachment A, the Proposed Line-Item Budget, is submitted immediately following the Budget Narrative.

UNION COUNTY WORKFORCE DEVELOPMENT BOARD

County of Union, New Jersey

STANDARD ASSURANCES, CERTIFICATIONS, AND GENERAL PROVISIONS

Master Template for Subawards of Federal and State Workforce Funds

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PART ONE — PRELIMINARY

ARTICLE 1. PURPOSE, APPLICATION, AND ROADMAP

(a) **Purpose.** These Standard Assurances, Certifications, and General Provisions state the assurances the Sub-Recipient gives, the certifications the Sub-Recipient makes, and the terms and conditions on which the Union County Workforce Development Board makes a subaward of Federal or State workforce funds. The Board will not award, and will not continue, a subaward where the Sub-Recipient has not accepted this instrument in its entirety.

(b) **Application.** This instrument applies to every subaward the Board makes, regardless of funding stream, including subawards funded in whole or in part under Title I of the Workforce Innovation and Opportunity Act (WIOA), the Work First New Jersey (WFNJ) program including Temporary Assistance for Needy Families (TANF) and General Assistance, the Supplemental Nutrition Assistance Program (SNAP) Employment and Training program, and any other Federal, State, or County workforce funds. Program-specific requirements are stated in Part Five and apply of their own force to the funding streams they identify.

(c) **Roadmap.** This instrument is organized in six Parts and has one exhibit. Part One states definitions, the order of precedence, and the rules for regulatory change. Part Two contains the Federal and State assurances and certifications. Part Three contains the Board's policy and procedural assurances. Part Four contains the General Provisions, which govern administration, fiscal management, oversight, risk allocation, and termination. Part Five contains the program-specific provisions, each of which applies of its own force to the funding stream it identifies. Part Six contains the certification and execution provisions, which appear last so that the Sub-Recipient signs after, and with reference to, everything it certifies. Every Part and every Article is part of this instrument and is certified to by the signature at Article 71. Award-specific particulars — the Sub-Recipient's identity, the period of performance, the funding streams and amounts, the approved budget, and the applicable performance levels — are stated in the Sub-award Agreement Contract and not in this instrument. Exhibit 1 states the local levels of performance for the Union County local workforce development area under Title I of the Workforce Innovation and Opportunity Act, which apply to every subaward funded under that Title; the Sub-award Agreement Contract states how those levels apply to the particular award.

(d) **Headings.** Headings are for convenience only and do not affect construction. This instrument shall not be construed against either party by reason of authorship.

(e) **Governance framework and the role of the Chief Elected Official.** The Union County Board of County Commissioners is the Chief Elected Official for the Union County local workforce development area and serves as the local grant recipient of workforce funds. The respective roles and responsibilities of the Board of County Commissioners and the Union County Workforce Development Board are set out in the Memorandum of Understanding between them, entered under 20 CFR 679.310(c), reviewed and approved not less than every two years, and submitted annually to the New Jersey Department of Labor and Workforce Development. Under that framework the Board of County Commissioners appoints the members of the Workforce Development Board; designates the Fiscal Agent and accepts liability for funds provided to the local area; approves the Workforce Development Area Budget and the annual workforce development contract; approves the multi-year Strategic Plan and modifications to it; approves the designation or certification of the American Job Center Operator and any termination of the Operator for cause; approves the selection of the comprehensive career services providers for the Adult, Dislocated Worker, and Youth programs; awards grants and contracts in concurrence with the Workforce Development Board; conducts oversight and evaluation of the American Job Center delivery system jointly with the Workforce Development Board; and reviews the Workforce Development Board's quarterly performance and fiscal reports. The Board of County Commissioners remains liable for the misuse of grant funds notwithstanding the designation of any Fiscal Agent, as provided at 20 CFR 679.420.

(f) **Acknowledgment by the Sub-Recipient.** The Sub-Recipient acknowledges the governance framework described at subsection (e); acknowledges that its selection and the award of the Agreement Documents were approved by or made in concurrence with the Board of County Commissioners; shall recognize the Board of County Commissioners and its authorized representatives accordingly; and shall afford them every right, access, remedy, and protection afforded to a Protected Party under the Agreement Documents. Nothing in subsection (e) or this subsection limits or reassigns any function that the Workforce Innovation and Opportunity Act, New Jersey law, or the Memorandum of Understanding assigns to the Union County Workforce Development Board, including its authority to employ its own staff, to maintain governance and reporting structures that safeguard its autonomy, and to maintain the separation of duties and firewalls between its governance functions and One-Stop operational activities required by 20 CFR 679.430.

ARTICLE 2. DEFINED TERMS

The following terms have the meanings given below wherever they appear in this instrument.

(a) **County.** The County of Union, New Jersey, acting through the Union County Board of County Commissioners.

(b) **Board or UCWDB.** The Union County Workforce Development Board, the local workforce development board for Union County designated under Section 107 of the Workforce Innovation and Opportunity Act, acting as pass-through entity within the meaning of 2 CFR 200.1.

(c) **Protected Parties.** Collectively, the County; the Union County Board of County Commissioners; the Board; and each of their respective commissioners, board members, officers, directors, employees, agents, servants, representatives, and volunteers, together with the successors and permitted assigns of each. Each Protected Party is an intended beneficiary of every provision of this instrument in which the term "Protected Parties" appears, and may enforce that provision in its own name. Where a provision of this instrument confers a right, remedy, protection, or access upon the Board, that right, remedy, protection, or access is conferred equally upon each Protected Party unless the provision by its terms describes an administrative act that only the Board performs.

(d) **Sub-Recipient.** The non-Federal entity identified on the signature page, which receives a subaward from the Board to carry out part of a Federal or State program, consistent with the definition of "subrecipient" at 2 CFR 200.1. The term does not include an individual who is a beneficiary of the program.

(e) **Sub-Sub-Recipient.** Any entity receiving a subaward from the Sub-Recipient at any lower tier, and any entity receiving a subaward at any tier below that.

(f) **Contractor.** An entity receiving a contract as defined at 2 CFR 200.1, as distinguished from a Sub-Sub-Recipient in accordance with 2 CFR 200.331.

(g) **Agreement Documents.** Collectively, the Sub-award Agreement Contract and its cover sheet; this instrument in its entirety, including Part Five; the Scope of Work; the approved line-item budget; the performance levels applicable under Article 21(b); and every attachment, exhibit, and executed modification to any of them.

(h) **Uniform Guidance.** 2 CFR Part 200 together with the United States Department of Labor exceptions at 2 CFR Part 2900, in each case as amended, superseded, or replaced from time to time.

(i) **Award Funds.** All funds made available to the Sub-Recipient under the Agreement Documents, whether Federal, State, or County in origin, together with all program income and interest earned on them.

(j) **Participant Information.** All personally identifiable information and protected personally identifiable information, as those terms are defined at 2 CFR 200.1, relating to any applicant, registrant, participant, former participant, or employee, in any medium.

(k) **AOSOS.** America's One-Stop Operating System, the case management and reporting system of the New Jersey Department of Labor and Workforce Development, and any successor system the State designates.

(l) **NJWINS.** New Jersey Workforce Innovation Notices, being the policy directives issued by the New Jersey Department of Labor and Workforce Development to guide implementation of workforce programs in New Jersey, together with Workforce Directives issued by that Department.

(m) **Program Exit.** A participant having been designated by the local area as exited, or having not received a service funded by the program or by a partner program for ninety consecutive calendar days and not being scheduled for future services.

(n) **Principal.** An officer, director, owner, partner, member, trustee, key employee, or other person with primary management or supervisory responsibility, or a person having a critical influence on or substantive control over a covered transaction, consistent with 2 CFR 180.995.

(o) **Chief Elected Official.** The Union County Board of County Commissioners, being the chief elected official for the Union County local workforce development area within the meaning of Section 3(9) of the Workforce Innovation and Opportunity Act and 20 CFR 679.420, acting through its members or through any officer or employee it authorizes.

(p) **Referral.** The direction of an individual to the Sub-Recipient for intake, eligibility determination, and services under the Agreement Documents, by the Chief Elected Official, by the Board, or by a One-Stop partner.

(q) **Fiscal Agent.** The entity designated by the Union County Board of County Commissioners under Article 1(e) to receive, hold, disburse, and account for the Award Funds, as identified in the Sub-award Agreement Contract. The designation of a Fiscal Agent does not relieve the Union County Board of County Commissioners of liability for the misuse of grant funds, as provided at 20 CFR 679.420.

ARTICLE 3. ORDER OF PRECEDENCE; NON-DIMINUTION

(a) **Hierarchy.** In the event of a conflict among the requirements applicable to the Award Funds, the following order of precedence applies: (1) Federal statute, including the Workforce Innovation and Opportunity Act, the Personal Responsibility and Work Opportunity Reconciliation Act, the Food and Nutrition Act, and the Civil Rights laws; (2) Federal regulation implementing those statutes; (3) the Uniform Guidance; (4) guidance and policy directives of the Federal awarding agency; (5) New Jersey statute and regulation; (6) directives, policies, and technical assistance of the New Jersey Department of Labor and Workforce Development and the New Jersey Department of Human Services; (7) the Memorandum of Understanding between the Union County Board of County Commissioners and the Board described at Article 1(e), and the policies, procedures, resolutions, and directives of the County and the Board; (8) the Sub-award Agreement Contract; (9) this instrument, including Part Five; (10) the Scope of Work; (11) the approved line-item budget and the performance levels applicable under Article 21(b); and (12) the Sub-Recipient's proposal or application.

(b) **Both provisions given effect.** Notwithstanding subsection (a), where two provisions of the Agreement Documents address the same subject and both may be given effect, both shall be given effect; and where they cannot both be given effect, the provision affording the greater protection to the Protected Parties governs.

(c) **Non-diminution.** Nothing in this instrument shall be construed to reduce, waive, limit, release, or supersede any right, remedy, protection, or requirement conferred upon a Protected Party by the Sub-award Agreement Contract or by any other Agreement Document, including without limitation any insurance requirement, indemnification obligation, records or audit right, or termination right. Where this instrument and another Agreement Document each address insurance, indemnification, or termination, the Sub-Recipient shall satisfy the more demanding of the two.

(d) **Program-specific Articles.** Each Article of Part Five applies of its own force to the funding stream it identifies and has the same force as every other Article of this instrument. Where an Article of Part Five and an Article of Parts One through Four conflict, the Article of Part Five governs as to the program to which it applies, except that no Article of Part Five shall be construed to reduce any protection afforded to a Protected Party by Part Four.

ARTICLE 4. INCORPORATION BY REFERENCE AND REGULATORY CHANGE

(a) **Incorporation as amended.** All Federal and State statutes, regulations, circulars, directives, guidance, and policies referenced in the Agreement Documents are incorporated as they exist and as they may be amended, superseded, or replaced from time to time. Where a citation in the Agreement Documents is superseded, the successor provision governs, and no amendment of the Agreement Documents is required to give it effect.

(b) **Adjusted thresholds.** Where a threshold, rate, or dollar amount stated in the Agreement Documents is derived from a Federal or State requirement that is subsequently adjusted, the adjusted amount governs from its effective date. The statement of an amount in this instrument is for convenience and does not fix the amount.

(c) **Required changes.** The Sub-Recipient acknowledges that material changes to the Agreement Documents, both as to program content and as to funding level, may be required before or during performance as a result of new or revised legislation, regulation, appropriation, or directive. Changes the Board determines to be necessary for that purpose shall be incorporated upon written notice. Where such a change materially alters the Scope of Work or the compensation, the parties shall execute a written modification; pending execution, the Sub-Recipient shall perform in accordance with the notice.

(d) **Duty to remain informed.** The Sub-Recipient shall remain informed of the requirements applicable to the Award Funds, shall monitor issuances of the United States Department of Labor, the New Jersey Department of Labor and Workforce Development, the New Jersey Department of Human Services, and the Board, and shall notify the Board promptly where it believes a change materially affects its ability to perform.

(e) **Multiple versions.** The Sub-Recipient acknowledges that it may hold subawards governed by different versions of the Uniform Guidance concurrently, and shall apply to each award the version stated in the award instrument or, where none is stated, the version in effect on the date the underlying Federal award was issued.

(f) **Flow-down of Federal and State award terms.** All general terms and conditions, certifications, assurances, and special award conditions attached by the Federal awarding agency or by the State to the award from which the Award Funds derive are incorporated into the Agreement Documents and flow down to the Sub-Recipient and to every lower tier to the extent applicable, whether or not restated in this instrument, consistent with 2 CFR 200.332(b)(2). Where such a term is added, amended, or rescinded during the period of performance, the Board shall transmit it in writing and it shall take effect on the date stated in the transmittal. The Sub-Recipient shall not be required to comply with a Federal or State award term that has been enjoined, stayed, or vacated by a court of competent jurisdiction for so long as that order remains in effect, and shall notify the Board promptly where it believes a transmitted term is subject to such an order or conflicts with an obligation imposed by other applicable law.

PART TWO — ASSURANCES AND CERTIFICATIONS

As the duly authorized representative of the Sub-Recipient, and as a condition of the award of any Award Funds, the Sub-Recipient certifies and assures that it will fully comply with each of the following. Each certification in this Part is a material representation of fact upon which the Board relies, is continuing in nature, and is deemed remade upon each submission of a voucher or request for payment.

ARTICLE 5. ASSURANCES — NON-CONSTRUCTION PROGRAMS

Consistent with Standard Form 424B, the Sub-Recipient certifies that it:

(a) Has the legal authority to apply for and to accept Federal and State assistance, and the institutional, managerial, and financial capability, including funds sufficient to pay any non-Federal share of project costs, to ensure proper planning, management, and completion of the project described in its application.

(b) Will give the awarding agency, the Comptroller General of the United States, the State, the Protected Parties, and their respective authorized representatives access to and the right to examine all records, books, papers, and documents related to the award, and will establish and maintain an accounting system in accordance with generally accepted accounting principles and applicable agency directives.

(c) Will establish safeguards to prohibit employees, officers, board members, and agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

(d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

(e) Will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763, relating to prescribed standards for merit systems for programs funded under one of the statutes or regulations specified in Appendix A of the Office of Personnel Management's Standards for a Merit System of Personnel Administration, 5 CFR 900, Subpart F.

(f) Will comply with all Federal statutes relating to nondiscrimination, including but not limited to: Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.; Title IX of the Education Amendments of 1972, 20 U.S.C. 1681-1683 and 1685-1686; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794; the Age Discrimination Act of 1975, 42 U.S.C. 6101-6107; the Drug Abuse Office and Treatment Act of 1972, 21 U.S.C. 1101 et seq.; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 21 U.S.C. 801 et seq.; Sections 523 and 527 of the Public Health Service Act, 42 U.S.C. 290dd-2, relating to confidentiality of alcohol and drug abuse patient records; Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 3601 et seq.; the Genetic Information Nondiscrimination Act of 2008; any other nondiscrimination provision in the specific statute under which application is made; and the requirements of any other nondiscrimination statute that may apply.

(g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601 et seq.

(h) Will comply with the Hatch Act, 5 U.S.C. 1501-1508 and 7324-7328, which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

(i) Will comply, as applicable, with the Davis-Bacon Act, 40 U.S.C. 3141-3148, the Copeland Act, 40 U.S.C. 3145 and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701-3708.

(j) Will comply, if applicable, with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. 4001 et seq.

(k) Will comply with applicable environmental standards, including the National Environmental Policy Act of 1969, 42 U.S.C. 4321 et seq., and Executive Orders 11514, 11738, 11988, and 11990; the Coastal Zone Management Act of 1972, 16 U.S.C. 1451 et seq.; the Clean Air Act, 42 U.S.C. 7401-7671q; the Safe Drinking Water Act, 42 U.S.C. 300f et seq.; the Endangered Species Act of 1973, 16 U.S.C. 1531 et seq.; and the Federal Water Pollution Control Act, 33 U.S.C. 1251-1387.

(l) Will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271 et seq.

(m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, 16 U.S.C. 470, Executive Order 11593, and the Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 et seq.

(n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by the award.

(o) Will comply with the Laboratory Animal Welfare Act of 1966, 7 U.S.C. 2131 et seq.

(p) Will comply with the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4801 et seq.

(q) Will cause to be performed the financial and compliance audits required by Article 36 and by Subpart F of the Uniform Guidance.

(r) Will comply with the Federal Funding Accountability and Transparency Act, will obtain and report a Unique Entity Identifier, will register and continuously maintain an active registration with current information in the System for Award Management throughout the term of the award, and will make no contract, award, or subaward to any party listed as excluded in the System for Award Management.

(s) Will comply with all applicable requirements of all other Federal and State laws, executive orders, regulations, and policies governing the program.

ARTICLE 6. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549 and implemented at 2 CFR Part 180, 2 CFR Part 200, and, for awards funded by the United States Department of Labor, 2 CFR Part 2998 (Department of Labor Nonprocurement Debarment and Suspension), for prospective participants in primary covered transactions, the Sub-Recipient certifies to the best of its knowledge and belief that it and its Principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency or by the State of New Jersey, and are not listed as excluded in the System for Award Management.

(b) Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subsection (b).

(d) Have not, within a three-year period preceding this proposal, had one or more public transactions terminated for cause or default.

(e) Will verify, before making any subaward or contract, that the proposed lower-tier entity is not excluded, will require a comparable certification from that entity, and will include a comparable certification requirement in every subaward and contract at every tier.

(f) Will notify the Board in writing immediately upon learning that any certification in this Article has become erroneous. Where the Sub-Recipient is unable to certify to any statement in this Article, it shall attach a written explanation, and the Board may decline the award or impose specific conditions under Article 43.

ARTICLE 7. CERTIFICATION REGARDING LOBBYING

As required by 31 U.S.C. 1352 and implemented at 29 CFR Part 93, for persons entering into a grant, subaward, or cooperative agreement exceeding $100,000, the Sub-Recipient certifies to the best of its knowledge and belief that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any of them.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any such official in connection with this award, the Sub-Recipient shall complete and submit Standard Form LLL, Disclosure of Lobbying Activities, in accordance with its instructions, and shall file a quarterly update where material change occurs.

(c) The Sub-Recipient shall include the language of this certification in the award documents for all subawards at all tiers, including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements, and shall require that all Sub-Sub-Recipients certify and disclose accordingly.

(d) The Sub-Recipient acknowledges that this certification is a material representation of fact upon which reliance was placed when this transaction was entered into, that submission of the certification is a prerequisite for entering into this transaction imposed by 31 U.S.C. 1352, and that any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(e) No Award Funds shall be used for lobbying or for any activity designed to influence legislation, appropriations, or regulation at any level of government, whether or not Federal in origin, except as expressly permitted by 2 CFR 200.450 and applicable State law.

ARTICLE 8. CERTIFICATION REGARDING DRUG-FREE WORKPLACE

As required by the Drug-Free Workplace Act of 1988 and implemented at 2 CFR Part 182 and 2 CFR Part 200, the Sub-Recipient certifies that it will provide, and will continue to provide, a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Sub-Recipient's workplace, and specifying the actions that will be taken against employees for violation of the prohibition.

(b) Establishing an ongoing drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the Sub-Recipient's policy of maintaining a drug-free workplace, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed for drug abuse violations occurring in the workplace.

(c) Making it a requirement that each employee engaged in the performance of the award be given a copy of the statement required by subsection (a).

(d) Notifying the employee in that statement that, as a condition of employment under the award, the employee will abide by the terms of the statement and will notify the employer in writing of any conviction for

a violation of a criminal drug statute occurring in the workplace no later than five calendar days after the conviction.

(e) Notifying the Board and the awarding agency in writing within ten calendar days after receiving notice of a conviction under subsection (d), including the position title of the convicted employee and the identification number of each affected award.

(f) Taking, within thirty calendar days of receiving notice under subsection (d), either appropriate personnel action against the convicted employee up to and including termination, consistent with the Rehabilitation Act of 1973, or requiring the employee to participate satisfactorily in an approved drug abuse assistance or rehabilitation program.

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of subsections (a) through (f).

ARTICLE 9. CERTIFICATION REGARDING TRAFFICKING IN PERSONS

As required by the Trafficking Victims Protection Act of 2000, as amended, 22 U.S.C. 7104(g), and implemented at 2 CFR Part 175, the Sub-Recipient certifies that it, and its employees, Sub-Sub-Recipients, Contractors, and subcontractors, and the employees of each, will not, during the period of performance:

(a) Engage in severe forms of trafficking in persons;

(b) Procure a commercial sex act; or

(c) Use forced labor in the performance of the contract.

(d) The Sub-Recipient shall inform the Board immediately of any information it receives from any source alleging a violation of this Article, and acknowledges that the Board may unilaterally terminate the award, without penalty and without regard to Article 53, if the Sub-Recipient or any employee, Sub-Sub-Recipient, or Contractor violates this Article or fails to take appropriate action on credible information of a violation.

(e) The Sub-Recipient shall include the substance of this Article in every subaward and contract at every tier.

ARTICLE 10. CERTIFICATION REGARDING WHISTLEBLOWER PROTECTIONS

As required by 41 U.S.C. 4712, the Sub-Recipient certifies that:

(a) It will inform each employee working on the award, in writing and in the predominant native language of its workforce, that the employee is protected from reprisal for disclosing information the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract or grant.

(b) It will post these protections in a conspicuous place at each site at which work under the award is performed and will include them in its employee handbook.

(c) It will not discharge, demote, or otherwise discriminate against any employee as a reprisal for a protected disclosure, and will notify the Board within five business days of any allegation of such reprisal.

(d) It will comply with the New Jersey Conscientious Employee Protection Act, N.J.S.A. 34:19-1 through 34:19-8, and will post the notice that Act requires.

(e) It will include the substance of this Article in every subaward and contract at every tier.

ARTICLE 11. MANDATORY DISCLOSURES, CONFLICT OF INTEREST, AND NOTIFICATION OF MATERIAL EVENTS

(a) **Mandatory disclosure of violations.** As required by 2 CFR 200.113, the Sub-Recipient shall disclose to the Board, and to the Federal awarding agency or the New Jersey Department of Labor and Workforce Development where their guidance so requires, in writing and in a timely manner but in no event later than five business days after it obtains credible evidence, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award Funds. Failure to make a required disclosure may result in any remedy available under Article 44, including referral for suspension and debarment under 2 CFR Part 180.

(b) **Conflict of interest disclosure.** As required by 2 CFR 200.112 and 2 CFR 200.318(c), the Sub-Recipient shall disclose to the Board in writing any actual or potential conflict of interest, whether personal or organizational, affecting the Award Funds, within five business days of becoming aware of it. The Sub-Recipient shall maintain a written code of conduct governing the actions of its employees, officers, board members, and agents engaged in the selection, award, and administration of contracts and subawards, addressing the solicitation and acceptance of gifts and gratuities, disclosure, recusal, and disciplinary action, and shall provide a copy to the Board on request and upon any amendment thereto.

(c) **Notification of material events.** The Sub-Recipient shall notify the Board in writing within ten business days of the occurrence of any of the following: (1) bankruptcy, insolvency, receivership, assignment for the benefit of creditors, or a determination that the Sub-Recipient is unable to pay its debts as they become due; (2) loss of, or the commencement of a proceeding that may result in the loss of, tax-exempt status, corporate good standing, charitable registration, or any license, certification, or accreditation necessary to perform; (3) any debarment, suspension, or exclusion proceeding, or the appearance of the Sub-Recipient or any Principal in the exclusions maintained in the System for Award Management; (4) the indictment, information, or conviction of the Sub-Recipient or of any Principal for any offense; (5) any investigation, subpoena, audit, or enforcement action by any governmental authority relating to the administration of public funds; (6) any lien, levy, or civil judgment against the Sub-Recipient or any Principal; (7) any litigation naming the Sub-Recipient in which the amount in controversy exceeds the lesser of ONE HUNDRED THOUSAND DOLLARS ($100,000) or TEN PERCENT (10%) of the Sub-Recipient's total annual revenue as reported in its most recent audited financial statements, or which seeks relief affecting performance; (8) any actual or reasonably suspected breach of Participant Information, which shall also be reported under Article 38 within the shorter period that Article requires; (9) the departure, removal, or extended absence of the chief executive officer or executive director, the chief financial officer, or the program director for any program funded under the Agreement Documents; (10) the loss or anticipated loss of any funding source representing more than TWENTY PERCENT (20%) of the Sub-Recipient's annual revenue, or any loss or anticipated loss of funding that would cause, or is reasonably likely to cause, a failure of any covenant at Article 17; (11) failure to satisfy any covenant at Article 17; and (12) any change described in Article 59.

(d) **Continuing certification.** The disclosures and certifications in this Article are continuing and are deemed remade upon each submission of a voucher or request for payment. The Sub-Recipient shall promptly supplement any disclosure that becomes incomplete or inaccurate.

ARTICLE 12. PROHIBITION ON COVERED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT

(a) **Prohibition.** As required by 2 CFR 200.216 and Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Public Law 115-232, the Sub-Recipient certifies that it will not obligate or expend any Award Funds to procure or obtain, or to extend or renew a contract to procure or obtain, covered telecommunications equipment or services, or any system that uses covered telecommunications equipment or services as a substantial or essential component or as critical technology.

(b) **Definition.** "Covered telecommunications equipment or services" means telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation; video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company, for the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, or other national security purposes; telecommunications or video surveillance services provided by such entities or using such equipment; and equipment or services of any subsidiary or affiliate of such entities or of any entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(c) **Diligence.** Before acquiring any telecommunications, networking, or video surveillance equipment or service with Award Funds, the Sub-Recipient shall exercise reasonable diligence to determine the manufacturer and origin of the equipment, including where the equipment is offered under a reseller, integrator, or private-label brand.

(d) **Reporting and disallowance.** The Sub-Recipient shall report to the Board within five business days any discovery that covered equipment or services have been acquired, are in use in the performance of the Agreement Documents, or have been charged to the Award Funds. Costs of covered equipment or services are unallowable and are subject to recovery under Article 45.

(e) **Flow-down.** The Sub-Recipient shall include the substance of this Article in every subaward and contract at every tier.

ARTICLE 13. NONDISCRIMINATION AND EQUAL OPPORTUNITY — ASSURANCE

As a condition of the award of Award Funds, the Sub-Recipient assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following, and understands that this assurance is incorporated in every subaward and contract at every tier by operation of law, whether or not expressly stated, and that the United States has the right to seek judicial enforcement of it:

(a) Section 188 of the Workforce Innovation and Opportunity Act of 2014, P.L. 113-128, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, or political affiliation or belief, and against beneficiaries on the basis of either citizenship or status as a lawfully admitted immigrant authorized to work in the United States, or participation in any program or activity financially assisted under Title I of that Act.

(b) Title VI of the Civil Rights Act of 1964, as amended, prohibiting discrimination on the basis of race, color, and national origin.

(c) Title VII of the Civil Rights Act of 1964, as amended, prohibiting employment discrimination.

(d) Section 504 of the Rehabilitation Act of 1973, as amended, prohibiting discrimination against qualified individuals with disabilities.

(e) The Age Discrimination Act of 1975, as amended, prohibiting discrimination on the basis of age.

(f) Title IX of the Education Amendments of 1972, as amended, prohibiting discrimination on the basis of sex in education programs.

(g) The Americans with Disabilities Act, P.L. 101-336, as amended, prohibiting discrimination on the basis of disability in employment, public services, transportation, public accommodations, and telecommunications, and requiring reasonable accommodation.

(h) The Genetic Information Nondiscrimination Act of 2008.

(i) The New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., which prohibits discrimination in employment, contracting, and the provision of services on the basis of race, creed, color, national origin, ancestry, age, marital status, civil union status, domestic partnership status, affectional or sexual orientation,

genetic information, pregnancy or breastfeeding, sex, gender identity or expression, disability, atypical hereditary cellular or blood trait, liability for service in the Armed Forces, and other protected characteristics, and which affords protections broader than and in addition to Federal law.

(j) 29 CFR Part 38 and all other regulations implementing the laws listed in this Article, and any other nondiscrimination provision of the specific statute under which Federal or State assistance is provided.

ARTICLE 14. EQUAL OPPORTUNITY — OPERATIONAL OBLIGATIONS

(a) **Equal Opportunity Officer.** The Sub-Recipient shall designate an individual to serve as its Equal Opportunity Officer, with sufficient authority, staff, and resources to discharge the responsibilities described at 29 CFR 38.29 and with direct access to its chief executive. The Sub-Recipient shall provide the Board with the name, title, telephone number, and electronic mail address of that individual at execution and within five business days of any change, and shall make that information public.

(b) **Notice.** The Sub-Recipient shall post the "Equal Opportunity Is the Law" notice in the form and content required by 29 CFR 38.35, prominently and in sufficient number at each site at which services are delivered and on each website it maintains for the program; shall include the notice in employee and participant handbooks; and shall discuss the notice during orientation of each new participant and each new employee.

(c) **Taglines.** The Sub-Recipient shall include on all recruitment materials, program materials, and public notices the statement that it is an equal opportunity employer and program, the statement that auxiliary aids and services are available upon request to individuals with disabilities, and the required relay service information, as provided at 29 CFR 38.36.

(d) **Accessibility and reasonable accommodation.** The Sub-Recipient shall provide reasonable accommodation to qualified individuals with disabilities and reasonable modification of policies, practices, and procedures where necessary to avoid discrimination; shall provide appropriate auxiliary aids and services to ensure effective communication; and shall ensure that its programs, activities, facilities, and electronic and information technology are accessible, consistent with 29 CFR 38.7 through 38.15 and 38.54.

(e) **Language access.** The Sub-Recipient shall take reasonable steps to ensure meaningful access for individuals with limited English proficiency, as required by 29 CFR 38.9, which remains in force, and by Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, including translation of vital documents into languages spoken by a significant number or portion of the population eligible to be served or likely to be encountered, provision of oral interpretation at no cost to the individual, and posted notice of the availability of language assistance. Executive Order 13166 was revoked by Executive Order 14224 (March 1, 2025) and certain agency guidance implementing it has been rescinded; the obligations stated in this subsection arise from the regulation and the statute and are unaffected by those actions. The Sub-Recipient shall implement any successor guidance issued by the United States Department of Labor or the New Jersey Department of Labor and Workforce Development in accordance with Article 4.

(f) **Complaint procedures.** The Sub-Recipient shall adopt and publish discrimination complaint processing procedures consistent with 29 CFR 38.72 through 38.77; shall inform every participant and employee, at orientation and in writing, of the right to file a complaint with the Sub-Recipient, with the Board, or with the Director of the Civil Rights Center; and shall maintain a complaint log recording each allegation, the basis, the date filed, and the disposition. The Sub-Recipient shall notify the Board within five business days of receiving any complaint alleging discrimination in a program funded under the Agreement Documents.

(g) **Data collection and confidentiality.** The Sub-Recipient shall collect and maintain the data required by 29 CFR 38.41, including race and ethnicity, sex, age, disability status where known, and preferred language, for applicants, registrants, eligible applicants and registrants, participants, terminees, employees, and applicants for employment; shall store medical and disability information separately from other records and treat it as

confidential; and shall retain these records for not less than three years from the close of the program year and longer where a complaint or compliance review is pending.

(h) **Cooperation.** The Sub-Recipient shall cooperate fully with any compliance review, complaint investigation, or monitoring conducted by the Civil Rights Center, the New Jersey Department of Labor and Workforce Development, or the Board, and shall provide access to records, facilities, personnel, and participants.

(i) **Flow-down.** The Sub-Recipient shall include the substance of Articles 13 and 14 in every subaward and contract at every tier and shall monitor compliance.

ARTICLE 15. NEW JERSEY STATUTORY CERTIFICATIONS

(a) **Business registration.** The Sub-Recipient shall provide a copy of a valid Business Registration Certificate issued by the New Jersey Division of Revenue and Enterprise Services as required by the applicable procurement documents and in no event later than execution of the contract, and shall require the same of each Contractor and Sub-Sub-Recipient before entering into any agreement with it. The Sub-Recipient shall maintain and submit to the Board a current list of Contractors and Sub-Sub-Recipients and their addresses, and shall submit a complete and accurate list before final payment.

(b) **Affirmative action.** The Sub-Recipient shall comply, and shall require each Contractor and Sub-Sub-Recipient to comply, with N.J.A.C. 17:27, the applicable provisions of N.J.S.A. 10:5-31 et seq., P.L. 1975, c. 127, and all implementing regulations, and shall submit before execution one of the following: a letter of Federal Affirmative Action Plan approval; a Certificate of Employee Information Report; or a completed Employee Information Report Form AA-302.

(c) **Set-off for State tax.** The Sub-Recipient acknowledges the State's right of set-off under N.J.S.A. 54:49-19 et seq. against amounts payable where the Sub-Recipient is indebted for State taxes.

(d) **Political contribution disclosure and pay-to-play compliance.** The Sub-Recipient shall comply with the New Jersey pay-to-play requirements at N.J.S.A. 19:44A-20.4 through 20.12 and N.J.S.A. 19:44A-20.26 and 20.27, as amended by the Elections Transparency Act, P.L. 2023, c. 30, on the terms stated in paragraphs (1) through (7). Those requirements reach a subaward of Federal or State funds. The Division of Local Government Services has determined that grants awarded by a governing body are generally contracts covered by the law, giving workforce board job training grants as its example, and that the law applies where payments to a contractor are anticipated to exceed the threshold regardless of the source of the funds.

(1) Application. This subsection applies to each subaward, and to each contract the Sub-Recipient makes with Award Funds, having an anticipated value in excess of $17,500 measured over the entire term. The Board determines and certifies the anticipated value in writing in advance of award, as N.J.S.A. 19:44A-20.4 requires.

(2) Fair and open process. Where the Board awards through a fair and open process within the meaning of N.J.S.A. 19:44A-20.7 — publicly advertised in a newspaper or on the public entity's Internet website in sufficient time to give notice in advance of the award; awarded under a process providing for public solicitation of proposals or qualifications; awarded and disclosed under criteria established in writing before the solicitation of proposals or qualifications; and publicly opened and announced when awarded — paragraphs (3) and (4) do not apply, and the Board shall record the basis of that determination in the procurement file. A process that includes public bidding or competitive contracting under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., constitutes a fair and open process.

(3) Contribution restriction and certification. Where the subaward is not awarded through a fair and open process, the Sub-Recipient shall deliver to the Board before award a written Business Entity Disclosure Certification under N.J.S.A. 19:44A-20.8(a), certifying that during the one-year period preceding the award it made no contribution reportable under N.J.S.A. 19:44A-1 et seq. to any candidate committee of a person serving in an elective public office of the County of Union at the time the subaward is awarded. The Sub-

Recipient shall make no such contribution during the term of the Agreement Documents. Consistent with N.J.S.A. 19:44A-20.6, where the Sub-Recipient is a natural person a contribution by that person's spouse or by a child residing therewith is deemed a contribution by the Sub-Recipient; and where the Sub-Recipient is other than a natural person, a contribution by any person or business entity having an interest in it — being the ownership or control of more than ten percent of its profits or assets, or of ten percent of its stock in the case of a corporation for profit — is deemed a contribution by the Sub-Recipient.

(4) Political contribution disclosure — Sub-Recipients in the private for-profit sector. This paragraph, and paragraph (5), apply only where the Sub-Recipient is a for-profit entity. N.J.S.A. 19:44A-20.26 defines "business entity" for this purpose as "a for-profit entity that is a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction." A Sub-Recipient organized and operated as a nonprofit corporation or association is therefore not subject to this paragraph or to paragraph (5); it remains subject to paragraphs (1), (2), (3), (6), and (7), and the Board does not treat nonprofit status as an exemption from the certification required by paragraph (3). Where the Sub-Recipient is a for-profit entity and the subaward is not required by law to be publicly advertised for bids, the Sub-Recipient shall deliver to the Board in writing, not later than ten days before the subaward is entered into, a list of every political contribution reportable under N.J.S.A. 19:44A-1 et seq. — presently a contribution in excess of $200 — made during the twelve months preceding the date of the list, stating for each the name of the contributor, the name of the recipient committee, the type of recipient committee, the date, and the amount. The list shall be signed by an authorized representative of the Sub-Recipient and shall certify that it is true and complete. Where no reportable contribution was made, the Sub-Recipient shall so state in writing. The obligation is a continuing one and the list shall be supplemented as paragraph (6) requires. Attribution under this paragraph is broader than under paragraph (3), and the list shall accordingly cover contributions made by: the Sub-Recipient itself; where the Sub-Recipient is a natural person, that person's spouse and any child residing therewith; any person or business entity having an interest in the Sub-Recipient; all principals, partners, officers, and directors of the Sub-Recipient and their spouses; any subsidiary directly or indirectly controlled by the Sub-Recipient; and any organization described at section 527 of the Internal Revenue Code that is directly or indirectly controlled by the Sub-Recipient, other than a candidate committee, election fund, or political party committee. Disclosure extends to contributions to any candidate committee of a candidate for or holder of an elective office of the County of Union, of another public entity within the County, or of any legislative district including all or part of the County, and to any continuing political committee; contributions to State, county, and municipal political party committees and to legislative leadership committees are not disclosable, the Elections Transparency Act, P.L. 2023, c. 30, having removed them.

(5) Annual business entity statement — Sub-Recipients in the private for-profit sector. A Sub-Recipient that is a for-profit entity within the meaning of paragraph (4), and that has received $50,000 or more in the aggregate in a calendar year through agreements or contracts with New Jersey public entities, and that has made a contribution described at N.J.S.A. 19:44A-20.27, shall file the annual Business Entity Annual Statement with the New Jersey Election Law Enforcement Commission by March 30 for the preceding calendar year, and shall furnish a copy to the Board within ten days of filing. The filing obligation is the Sub-Recipient's alone and is not discharged by any submission to the Board.

(6) Continuing duty, remedies, and flow-down. The certification at paragraph (3) and the disclosure at paragraph (4) are material representations of fact upon which the Board relies, are continuing in nature, and are deemed remade upon each submission of a voucher. The Sub-Recipient has the continuing duty imposed by N.J.S.A. 19:44A-20.8(b) to report to the Election Law Enforcement Commission any contribution made during the term that would constitute a violation, and shall notify the Board in writing within five business days of any such contribution and of any circumstance rendering a certification or disclosure inaccurate. A violation of this subsection is a material breach; renders the Agreement Documents voidable at the option of the Board;

and is grounds for any remedy under Article 44, for termination under Article 53(d), and for referral under Article 44(b)(12). The Sub-Recipient shall include the substance of this subsection in every subaward and contract at every tier funded with Award Funds having an anticipated value in excess of $17,500.

(7) Currency and preemption. The thresholds and requirements stated in this subsection are those in effect on the date of this instrument and are incorporated as amended under Article 4(a) and (b); the statement of an amount is for convenience and does not fix the amount. No local pay-to-play ordinance or resolution of the County applies to the Agreement Documents; any such measure ceased to be in effect and expired by operation of law under N.J.S.A. 19:44A-20.12a. Nothing in this subsection limits Article 15(c) or Article 47.

(e) **Prevailing wage.** Where any work under the Agreement Documents constitutes public work within the meaning of N.J.S.A. 34:11-56.25 et seq., the Sub-Recipient shall comply with the New Jersey Prevailing Wage Act and shall obtain and maintain a public works contractor registration.

(f) **Customized training.** Where funding is provided in whole or in part from the Workforce Development Partnership Fund, the Sub-Recipient assures that it will comply fully with the New Jersey Employment and Workforce Development Act, P.L. 1992, c. 43, and implementing regulations and directives; that it will comply with all Federal and State laws regarding child labor, wages, workplace and classroom safety, and health standards; that if it relocates outside New Jersey or outsources employee positions within three years following the end date of a customized training contract it will promptly notify the Board and refund all money paid, including payments made on its behalf; and that it will retain only service providers located in New Jersey to provide customized training services funded under the Agreement Documents.

(g) **Child support enforcement.** The Sub-Recipient certifies that it meets all applicable child support enforcement certification requirements of the State of New Jersey, and shall notify the Board in writing of any change in that status during the term of the Agreement Documents.

ARTICLE 16. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS

(a) **General assurance.** The Sub-Recipient certifies and assures that it will fully abide by the Uniform Guidance, including the administrative requirements of Subparts B through D, the cost principles of Subpart E, and the audit requirements of Subpart F, with respect to all Award Funds, including funds provided under the Workforce Innovation and Opportunity Act, Work First New Jersey including Temporary Assistance for Needy Families and General Assistance, and the Supplemental Nutrition Assistance Program Employment and Training program.

(b) **Uniform application.** The Sub-Recipient shall apply every standard, assurance, certification, policy, procedure, directive, and reporting requirement stated in the Agreement Documents to all Award Funds, without regard to funding stream, except where a provision by its terms applies only to a particular program.

(c) **Internal controls.** The Sub-Recipient shall establish and maintain effective internal control over the Award Funds that provides reasonable assurance that it is managing the Award Funds in compliance with Federal and State statutes, regulations, and the terms and conditions of the award, consistent with 2 CFR 200.303 and with the Standards for Internal Control in the Federal Government issued by the Comptroller General of the United States.

(d) **Flow-down.** The Sub-Recipient shall include the substance of this Article in every subaward at every tier and shall apply the requirements of Article 42 to each subaward and contract.

(e) **Additional Federal and State certifications.** The Sub-Recipient shall execute, and shall cause each Sub-Sub-Recipient and Contractor to execute, any additional certification, assurance, representation, or award term that the Federal awarding agency, the United States Department of Labor, the New Jersey Department of Labor and Workforce Development, the New Jersey Department of Human Services, or the General Services

Administration requires of recipients or subrecipients of the Award Funds, including any certification required as a condition of registration or renewal of registration in the System for Award Management, whether adopted before or after the date of execution. Any such certification is incorporated into this instrument upon written transmittal by the Board and shall be executed and returned within fifteen days of the request. Failure to execute a required certification is a material breach and grounds for suspension of payment under Article 33(c) and for any remedy under Article 44. The Sub-Recipient shall notify the Board within five business days if any certification it has made to any Federal or State agency becomes inaccurate or if its registration in the System for Award Management lapses, is suspended, or is not renewed.

PART THREE — BOARD POLICY AND PROCEDURAL ASSURANCES

As a condition of the award of Award Funds, and in performing its responsibilities under the Agreement Documents, the Sub-Recipient certifies and assures that it will comply fully with all policies, procedures, directives, and guidance of the Board and of the County, and with each of the following.

ARTICLE 17. ORGANIZATIONAL AND FINANCIAL CAPACITY

(a) **Solvency.** The Sub-Recipient represents and warrants, as of execution and continuously thereafter, that it is solvent, is able to pay its debts as they become due, and possesses sufficient working capital to perform the Scope of Work on a cost-reimbursement basis without reliance on advance payment.

(b) **Operating reserve covenant.** The Sub-Recipient shall maintain, measured as of the first day of each of its fiscal years, an operating reserve of not less than TEN PERCENT (10%) of its total expenses for the immediately preceding fiscal year as reported in its audited financial statements. For this purpose, "operating reserve" means net assets without donor restrictions, excluding amounts invested in property and equipment and excluding board-designated endowment, or, in the case of a for-profit Sub-Recipient, unrestricted retained earnings and paid-in capital.

(c) **Liquidity covenant.** The Sub-Recipient shall maintain not less than FORTY-FIVE (45) days cash on hand, computed as unrestricted cash and cash equivalents plus available borrowing capacity under committed lines of credit, divided by average daily total expenses excluding depreciation and amortization for the preceding twelve months.

(d) **Contingency capacity.** The Sub-Recipient shall maintain the financial capacity to continue operations, without interruption of services to enrolled participants, through a temporary interruption or delay in reimbursement arising from a lapse in Federal or State appropriations, a natural disaster, or a comparable event, for a period of not less than THIRTY (30) DAYS.

(e) **Annual certification.** Concurrently with the reporting package required by Article 19, the Sub-Recipient shall deliver a certificate signed by its chief financial officer or treasurer stating the operating reserve and days cash on hand as of the measurement date, showing the computation in reasonable detail, and certifying compliance or describing in specific terms any non-compliance and the remedial steps being taken.

(f) **Non-compliance.** Failure to satisfy a covenant in this Article, or failure to deliver the certificate required by subsection (e), shall be reported to the Board in writing within ten business days and constitutes grounds for designation as a high-risk Sub-Recipient under Article 43 and for imposition of specific conditions under 2 CFR 200.208, including payment on a reimbursement-only basis, more frequent reporting, additional monitoring, and additional prior approvals.

(g) **Reserves not an allowable charge.** Amounts held as operating reserve or contingency capacity are not an allowable charge to the Award Funds and shall not be requested for reimbursement.

(h) **Governance and administrative capacity.** The Sub-Recipient shall maintain a governing body that meets regularly and exercises fiduciary oversight; written policies governing personnel, procurement, travel, leave accounting, severance, personnel benefits, conflicts of interest, and records management; a segregation of duties adequate to its size; and personnel qualified and licensed as necessary to perform. Each written policy shall be available to the Board for review, and the Board may assess any such policy for its potential effect on service provision and require changes to ensure that services are not impaired.

ARTICLE 18. COST SHARING AND MATCHING

(a) **Requirement.** The Sub-Recipient shall provide non-Federal cost sharing equal to not less than TEN PERCENT (10%) of the total costs submitted on each monthly voucher, which may be satisfied in cash or by third-party in-kind contributions.

(b) **Eligibility of contributions.** All cost sharing shall satisfy 2 CFR 200.306. Contributions shall be verifiable from the Sub-Recipient's records; not included as cost sharing or matching for any other Federal or State award; necessary and reasonable for accomplishment of the objectives of the award; allowable under the applicable cost principles; not paid by the Federal Government under another award except where expressly authorized by Federal statute; and provided for in the approved budget.

(c) **Valuation.** Volunteer services shall be valued at rates consistent with those paid for similar work by the Sub-Recipient or, where the Sub-Recipient does not employ persons performing similar work, at rates paid for similar work in the same labor market, plus a reasonable allocation of fringe benefits. Donated space, equipment, and supplies shall be valued in accordance with 2 CFR 200.306(d) through (i). Services donated by another organization shall be valued at that organization's established rates.

(d) **Documentation and certification.** Each monthly voucher shall be accompanied by a schedule identifying the source, nature, valuation method, and amount of each contribution claimed, supported by records of the same quality as those supporting direct costs, and certified by an authorized official of the Sub-Recipient.

(e) **Shortfall and reconciliation.** Where cost sharing claimed on a voucher is less than the required percentage, the Board may reduce the reimbursement payable on that voucher proportionally, may withhold payment pending cure, or may require the shortfall to be made good in a subsequent month. Cost sharing shall be reconciled at closeout, and any cumulative shortfall is an amount the Board may recover under Article 45.

ARTICLE 19. ANNUAL FINANCIAL REPORTING

(a) **Reporting package.** Not later than the earlier of thirty calendar days after receipt of the auditor's report or nine months after the end of its fiscal year, the Sub-Recipient shall deliver to the Board a complete reporting package for that fiscal year, comprising: (1) audited financial statements with all notes, prepared in accordance with generally accepted accounting principles applicable to the Sub-Recipient's form of organization; (2) the Schedule of Expenditures of Federal Awards and the Schedule of Expenditures of State Financial Assistance in the form required by New Jersey Department of the Treasury Circular 25-12-OMB; (3) the auditor's reports on internal control over financial reporting and on compliance; (4) the schedule of findings and questioned costs; (5) the summary schedule of prior audit findings; (6) the corrective action plan; (7) the management letter and the Sub-Recipient's written response, or a written statement from the auditor that no management letter was issued; and (8) the data collection form submitted to the Federal Audit Clearinghouse, where applicable.

(b) **Immediate notice.** The Sub-Recipient shall notify the Board in writing within ten business days of becoming aware of any of the following: a going-concern emphasis or substantial-doubt disclosure; a material weakness or significant deficiency in internal control; a modified, qualified, adverse, or disclaimed opinion; a repeat finding; the resignation, dismissal, or non-reappointment of the independent auditor; or a determination that the audit will not be completed by the applicable deadline.

(c) **Corrective action.** Where the reporting package discloses any finding or questioned cost relating in whole or in part to Award Funds, the Sub-Recipient shall submit a corrective action plan to the Board within thirty days identifying the responsible official, the corrective action, and the completion date, and shall report on implementation at intervals the Board specifies until the finding is closed. Notice of any administrative finding or issue of non-compliance identified by any oversight body shall be given to the Board within thirty days of the Sub-Recipient's receipt of it, together with the corrective action proposed.

(d) **Consequences of non-submission.** Failure to deliver a complete and timely reporting package is a material breach and is grounds for designation as high risk under Article 43, imposition of specific conditions under 2 CFR 200.208, withholding of payment, and any other remedy available under Article 44.

ARTICLE 20. FISCAL ADMINISTRATION, BUDGET CONTROL, AND VOUCHERS

(a) **Internal controls and financial management.** The Sub-Recipient shall employ internal controls and financial management procedures sufficient to ensure that Award Funds are used in the manner required by Federal, State, and County law, regulation, and policy, and shall maintain the financial management system described at Article 27.

(b) **Budget-to-actual reporting.** The Sub-Recipient shall manage, maintain, and track budgeted-to-actual monthly expenses against the contracted line-item budget, and shall provide those reports to the Board with each voucher and at such other times as the Board requires.

(c) **Budget modification.** The Sub-Recipient shall request a budget modification in writing not later than thirty days before the need for the modification arises, and shall not incur a cost requiring a modification before the modification is approved in writing.

(d) **Limits on reimbursement.** The Sub-Recipient shall not request reimbursement for any expense that is not in the approved line-item budget and has not been authorized through the budget modification procedure at subsection (c) or the prior approval procedure at Article 30.

(e) **Voucher submission and claimant certification.** Each request for payment shall be submitted on the authorized voucher form, with all supporting documentation substantiating, justifying, and accounting for every cost included, and shall be signed by an authorized official under the following Claimant's Certification and Declaration: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

(f) **False claims acknowledgment.** The Sub-Recipient acknowledges that submission of a false, fictitious, or fraudulent claim may give rise to liability under the Federal False Claims Act, 31 U.S.C. 3729 through 3733, the Program Fraud Civil Remedies Act, 31 U.S.C. 3801 through 3812, and the New Jersey False Claims Act, N.J.S.A. 2A:32C-1 et seq.

(g) **Errors and omissions.** The Board may deny payment of any portion of a fee or cost that is based on an increase in cost arising from an error or omission of the Sub-Recipient.

(h) **Submission standards.** Documents shall be submitted in the electronic format the Board prescribes. Where the Board requires paper submission, the requirements shall be stated in the Board's submission standards and shall not be a condition of payment unless the Board has given written notice of the requirement.

ARTICLE 21. PERFORMANCE

(a) **Negotiated levels.** Performance goals for the Workforce Innovation and Opportunity Act Adult, Dislocated Worker, and Youth programs are established under Section 116 of that Act and 20 CFR 677.135, as negotiated between the New Jersey Department of Labor and Workforce Development and the Board pursuant to the State's performance agreement with the United States Department of Labor and the United States Department of Education. Those levels are transmitted by the Board to the Sub-Recipient in its capacity as pass-through entity; the Board does not independently negotiate performance levels with the Sub-Recipient.

(b) **Applicable performance levels.** The performance levels applicable to the Sub-Recipient for the program year, together with any Work First New Jersey or SNAP Employment and Training benchmarks, are stated in the Sub-award Agreement Contract or are transmitted to the Sub-Recipient in writing by the Board, and in either case are incorporated into the Agreement Documents upon transmittal and are binding without further action by either party. Where negotiated levels have not been finalized at execution, the Board shall transmit them within thirty days of notification by the New Jersey Department of Labor and Workforce Development. The Board shall maintain in the contract file the levels applicable to each program year and the date of each transmittal, and shall furnish the Sub-Recipient a copy on request. The local levels of performance for the Workforce Innovation and Opportunity Act Title I Adult, Dislocated Worker, and Youth programs for Program Years 2026 and 2027, with the Program Year 2025 levels for reference, are set forth in Exhibit 1 and are transmitted to the Sub-Recipient by this instrument. Any level later adopted by the Board or adjusted by the New Jersey Department of Labor and Workforce Development, including the adjustment made at the end of each program year under the local statistical adjustment model, supersedes the corresponding level in Exhibit 1 upon written transmittal to the Sub-Recipient.

(c) **Locally established benchmarks.** Any benchmark transmitted under subsection (b) as locally established by the Board shall be identified as such and shall be applied prospectively only.

(d) **Duty to perform and to report.** The Sub-Recipient shall work diligently to achieve every performance level transmitted under subsection (b), shall provide monthly reporting of performance data for reportable individuals, participants, and exited participants to the Board and to the American Job Centers of Union County, and shall immediately report to the Board any condition that may adversely affect performance as soon as it becomes known.

(e) **Self-assessment.** The Sub-Recipient shall establish and document a process to review the results of the programs and services provided with Award Funds, to determine their effectiveness, and to ensure that resources are maximized for results. The Sub-Recipient shall commit its findings to writing not less than annually and shall share them with the Board.

(f) **Performance remedies.** Where the Sub-Recipient fails to attain a performance level, the Board may take any of the following actions, in any order and cumulatively: (1) require a written explanation and a performance improvement plan within thirty days; (2) impose heightened reporting and monitoring; (3) impose specific conditions under 2 CFR 200.208, including withholding a portion of payment pending improvement; (4) reduce or reallocate the award; (5) decline to renew; or (6) terminate under Article 53. The election of one remedy does not waive any other, and the Board’s forbearance in any instance does not waive its right to act in any other instance.

(g) **Risk assessment threshold.** The Board conducts risk assessments during the program year and at year end. Where the Sub-Recipient’s performance on any indicator or benchmark falls below ninety percent of the applicable level, the Sub-Recipient is subject to risk assessment and shall provide the data, records, participant files, and access that the assessment requires, on the schedule the Board specifies. A risk assessment under this subsection may result in designation as a high-risk Sub-Recipient under Article 43, in imposition of specific conditions, and in any remedy under subsection (f).

(h) **Documented performance review prior to renewal or extension.** The Board shall not renew the Agreement Documents, exercise any option year, or extend the period of performance without first conducting and documenting a review of the Sub-Recipient’s performance. Not less than SIXTY (60) DAYS before the expiration of the then-current term, the Sub-Recipient shall submit a written performance summary for the period under review, comprising: performance against each level transmitted under subsection (b); enrollment, service, and expenditure levels against plan; the status of every monitoring finding, questioned cost, and corrective action plan, whether issued by the Board or by any authority identified at Article 35(a) or 35(h); the results of its own monitoring under Article 35(m); the annual self-assessment required by subsection (e); and any material change in personnel, systems, financial condition, or governance. The Board’s review, and

the action taken upon it, shall be recorded in the minutes of the Board or of the responsible committee. Failure to submit the performance summary within the period stated is grounds for non-renewal.

(i) **Condition of future funding.** Attainment of negotiated performance levels is a condition of future funding. The Sub-Recipient acknowledges that the Board has the right and the responsibility to take action, including sanction, where satisfactory performance is not attained.

ARTICLE 22. PROGRAM DELIVERY AND SYSTEM PARTICIPATION

(a) **Quality of services.** The Sub-Recipient shall provide verifiable quality services to participants sufficient to meet the goals, objectives, and deliverables of the Board's strategic plan for the implementation of the Workforce Innovation and Opportunity Act, as that plan is in effect and as modified from time to time, and of the Agreement Documents. The applicable strategic plan cycle and the most recent plan modification are identified in the Sub-award Agreement Contract.

(b) **Follow-up services.** The Sub-Recipient shall provide follow-up services to exited participants for up to twelve months after exit by the American Job Center, at the frequency required by the applicable Article of Part Five, and shall document each contact and each declination in AOSOS.

(c) **Data entry.** The Sub-Recipient shall enter all participant data into AOSOS on an ongoing basis and in no event later than three business days from the date of service delivery. Costs relating to individuals not registered or not reported in AOSOS may be disallowed.

(d) **Committee participation.** The Sub-Recipient shall participate in the standing committees of the Board identified in the Sub-award Agreement Contract. The Board maintains standing committees under WIOA Section 107(b)(4) and N.J.S.A. 34:15C-15, comprising the Youth Council, the Adult Literacy Committee, the One Stop and American Job Center Committee, the Committee on Individuals with Disabilities, and the Fiscal Committee. Participation requires attendance by a representative with authority to speak for the Sub-Recipient at not fewer than three (3) of every four (4) regularly scheduled meetings of each committee identified in the Sub-award Agreement Contract, and the Sub-Recipient shall designate a named primary representative and an alternate at execution and shall notify the Board of any change. Where a committee is required to be composed of disinterested parties, including the committee exercising American Job Center oversight and the committee exercising procurement responsibilities, the Sub-Recipient shall participate in an advisory and reporting capacity only, shall not hold a seat or vote, and shall not participate in or be present for any deliberation or decision affecting its own award, its own performance, or any procurement in which it is or may become a respondent.

(e) **Cooperation with the system.** The Sub-Recipient shall cooperate actively with other sub-recipients, One-Stop partners, the One-Stop Operator, and program partners in collaborative service planning, information sharing permitted by law, referral and resource sharing, communication and coordination, and program integration, and shall adhere to any collaborative agreement or coordination protocol the Board establishes.

(f) **One-Stop infrastructure.** Where the Sub-Recipient is a required One-Stop partner or operates an American Job Center site, it shall participate in the development, execution, and maintenance of the Memorandum of Understanding and the Infrastructure Funding Agreement required by Section 121 of the Workforce Innovation and Opportunity Act and 20 CFR 678.500 through 678.760, and shall contribute to infrastructure and other shared costs in proportion to its use and the relative benefits it receives.

(g) **Affiliate site certification.** Where the Sub-Recipient operates or seeks to operate a certified affiliate American Job Center site, it shall cooperate fully with the certification and recertification process, including documentation and information sharing, site visits and inspections, prompt response to requests, and participation in review meetings, and shall abide by the policies, procedures, guidance, rules, regulations, and technical assistance applicable to that site.

(h) **Collective bargaining.** The Sub-Recipient shall ensure that no activity, work, or training under the Agreement Documents conflicts with or impairs any term of a collective bargaining agreement, and that no activity inconsistent with such an agreement is undertaken without the written concurrence of the affected labor organization.

(i) **Third-party evaluation.** The Sub-Recipient shall cooperate openly with any third-party evaluation, providing the United States Department of Labor, the Employment and Training Administration, the New Jersey Department of Labor and Workforce Development, the Board, and their authorized representatives with the required data and with immediate access to program operational personnel and participants.

(j) **Technical assistance.** The Sub-Recipient shall request technical assistance from the Board in writing where the need arises. The Board may also require the Sub-Recipient to obtain and participate in technical assistance, at the Sub-Recipient's expense where the Board so directs, as a specific condition under Article 43 or as a remedy under Article 44.

(k) **Referrals by the Chief Elected Official and the Board.** The Chief Elected Official, and the Board, and any officer or employee either authorizes, may refer individuals to the Sub-Recipient for services under the Agreement Documents. The Sub-Recipient shall accept and process every such Referral promptly, shall conduct intake and eligibility determination in the ordinary course and within its ordinary timeframes, shall record the referral source in AOSOS and in the participant file, and shall report the disposition of each Referral to the Board on request and in its monthly reporting. A Referral does not entitle an individual to enrollment or to any service for which the individual is not eligible, and does not displace, waive, or subordinate any eligibility requirement, any priority of service requirement under 20 CFR 680.600 or 38 U.S.C. 4215, any documentation requirement, or any obligation under Article 13 or Article 14. The Sub-Recipient shall not accord a referred individual any preference in the allocation of a limited service, training slot, or supportive service except as the applicable priority of service rules require. Where a referred individual is determined ineligible or is not enrolled, the Sub-Recipient shall document the basis of the determination in the participant file, notify the referring official in writing within five business days, and where appropriate refer the individual to another program or One-Stop partner. Failure to accept, process, or account for a Referral is a material breach.

ARTICLE 23. NEW JERSEY LABOR AND EMPLOYMENT LAW COMPLIANCE

The Sub-Recipient shall comply with all applicable labor and employment laws and regulations of the State of New Jersey and shall display all corresponding posters required under those laws in locations easily visible to all employees, including but not limited to the following.

Subject	Citation
Wage Payment Law	N.J.S.A. 34:11-4.1 et seq.
Wage and Hour Law	N.J.S.A. 34:11-56a et seq.
Wage Collection	N.J.S.A. 34:11-57 et seq.
Child Labor Laws	N.J.S.A. 34:2-21.1 et seq.; N.J.A.C. 12:58
Earned Sick Leave Law	N.J.S.A. 34:11d-1 et seq.
Family Leave Act	N.J.S.A. 34:11B-1 et seq.
Discrimination in Wages	N.J.S.A. 34:11-56.1 et seq.
Medical Examination Requested by Employer	N.J.S.A. 34:11-24.1 et seq.

Subject	Citation
Suspension or Revocation of Certain Employer Licenses	N.J.S.A. 34:1A-1.11 et seq.
Notification by Employer of Change in Health Benefits Plan	N.J.S.A. 34:11A-16 et seq.; N.J.S.A. 17B:30-40; N.J.A.C. 12:63
Lie Detector Test	N.J.S.A. 2C:40A-1 et seq.
Prohibited Job Advertisements	N.J.S.A. 34:8B-1 et seq.
Electronic Communication Devices	N.J.S.A. 34:6B-5 et seq.
Opportunity to Compete Act	N.J.S.A. 34:6B-11 et seq.; N.J.A.C. 12:68
Conscientious Employee Protection Act	N.J.S.A. 34:19-1 through 34:19-8
Wage Payments — General Provisions, Violations, Fees and Penalties, Hearings	N.J.A.C. 12:55 Subchapter 1
Payroll Deductions	N.J.A.C. 12:55 Subchapter 2
Wage Collection — General Provisions	N.J.A.C. 12:61 Subchapter 1
Notification	N.J.A.C. 12:2
Prohibited Discrimination Against Unemployed Individuals	N.J.A.C. 12:67

The Sub-Recipient shall also comply with the New Jersey Law Against Discrimination and the rules of the Division on Civil Rights, shall report promptly any instance of discrimination, and shall cooperate fully with any investigation initiated by the relevant authorities or by the Board.

ARTICLE 24. RECORDS, DOCUMENTATION, AND SUBMISSION STANDARDS

(a) **Accuracy.** All records shall be current and shall reflect actual and timely information. The purposeful provision of inaccurate, untimely, or manipulated data is a material breach and grounds for immediate termination under Article 53(d) and for referral under Article 44(b)(12).

(b) **Documentation of costs.** Every cost charged to the Award Funds shall be supported by source documentation adequate to establish that the cost was incurred, was for the purpose stated, was allowable, allocable, and reasonable, and was properly approved.

(c) **Retention.** The Sub-Recipient shall retain records as required by Article 37.

(d) **Submission.** All contracts, memoranda of understanding, vouchers, assurances, general provisions, modifications, and supporting documentation shall be submitted in the manner and format prescribed in the Board's submission standards, which the Board may amend on written notice.

PART FOUR — GENERAL PROVISIONS

ARTICLE 25. FINANCIAL DEFINITIONS

The financial terms below have the meanings given, and the Sub-Recipient's records shall conform to these definitions. Where a term is also defined in the Uniform Guidance, the Uniform Guidance definition governs.

(a) **Obligations.** Orders placed, contracts and subawards awarded, goods and services received, and similar transactions during a given period that will require payment by the Sub-Recipient.

(b) **Expenditures or outlays.** Charges made to the project or program. For reports prepared on a cash basis, outlays are the sum of actual cash disbursements for direct charges for goods and services, indirect expense incurred, the value of in-kind contributions applied, and cash advances and payments made to Contractors and Sub-Sub-Recipients. For reports prepared on an accrual basis, outlays are the sum of actual cash disbursements, indirect expense incurred, the value of in-kind contributions applied, and the net increase or decrease in amounts owed for goods and property received, for services performed, and for other amounts becoming owed under programs for which no current services or performance are required. Quarterly reports shall be prepared on the accrual basis.

(c) **Accrued expenditures.** Charges incurred during a given period requiring the provision of funds for goods and other tangible property received; services performed by employees, Contractors, Sub-Sub-Recipients, subcontractors, and other payees; and other amounts becoming owed under programs for which no current services or performance are required.

(d) **Administration.** The allocable portion of the costs of support services not related to the direct provision of workforce investment services to participants and employers, including general administrative functions such as accounting, financial and cash management, procurement, property management, personnel management, and payroll; audit functions and the resolution of findings; general legal services; goods and services used for administrative functions; development of systems related to administrative functions; and the cost of awards made for administrative services of the awarding agency. Administrative costs are accumulated and reported only by State and local boards, direct recipients, the local grant recipient or subrecipient, the fiscal agent for a local area, and the One-Stop Operator. Except for an award to a Contractor for an administrative function, all awards to Contractors and Sub-Sub-Recipients are program costs.

(e) **Board right to examine classification.** The Board retains the right to examine all costs to determine the appropriateness of the charge to a cost category. The Sub-Recipient is responsible for ensuring that administrative costs are kept to a minimum and do not exceed the limits established by Federal law, regulation, or policy, including the limitation at Article 29(e).

ARTICLE 26. COMPLIANCE WITH EXISTING LAWS

(a) **General.** The Sub-Recipient shall comply with all Federal, State, county, and municipal laws, ordinances, rules, and regulations generally applicable to the activities in which it is engaged in performance of the Agreement Documents, as they exist and as they are amended from time to time, and with all rules, regulations, and policies of all funding sources of the Board.

(b) **Sources.** These include the Uniform Guidance and the Department of Labor exceptions at 2 CFR Part 2900; guidance of the Office of Management and Budget; the circulars of the New Jersey Department of the Treasury, Office of Management and Budget, including Circular 25-12-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid, and the State Grant Compliance Supplement; and the directives and technical assistance of the New Jersey Department of Labor and Workforce Development and the New Jersey Department of Human Services.

(c) **Board directives.** The Sub-Recipient shall comply with all policies and procedures as adopted by the Union County Workforce Development Board, and with any other policy directive the Board communicates, and shall review the Agreement Documents regularly to ensure ongoing compliance. Amendments to this instrument shall be communicated to the Sub-Recipient in a timely manner.

(d) **Consequence.** Failure to comply with an applicable law, rule, or regulation is grounds for any remedy under Article 44, including termination.

ARTICLE 27. FINANCIAL MANAGEMENT SYSTEM

(a) **Obligation.** The Sub-Recipient shall establish and maintain a documented financial management system that conforms to 2 CFR 200.302 and 200.303, to applicable Federal and State law, and to generally accepted accounting principles, and shall notify the Board immediately where it cannot comply with any requirement of this Article.

(b) **Required elements.** The system shall provide for: (1) financial reporting that discloses accurately, currently, and completely the financial results of each award in the format required; (2) accounting records that identify the source and application of funds, including award and authorization records, obligations, unobligated balances, assets, liabilities, outlays, and income; (3) effective internal and accounting control over all funds, property, and other assets, with adequate safeguards and use solely for authorized purposes; (4) comparison of actual expenditures with budgeted amounts for each award and relation of financial information to performance and productivity data, including unit cost information where the Board requires it; (5) written procedures for determining the reasonableness, allowability, and allocability of costs consistent with Subpart E of the Uniform Guidance; (6) accounting records supported by source documentation; and (7) written procedures to implement the payment requirements of 2 CFR 200.305, including procedures to minimize the time elapsing between the transfer of funds and disbursement.

(c) **Cost allocation plan.** The Sub-Recipient shall develop and maintain a written cost allocation or resource sharing plan addressing resources devoted to the One-Stop delivery system and the allocation of shared costs, consistent with 2 CFR 200.405 and applicable Federal and State requirements, and shall make it available to the Board.

(d) **Pre-award and continuing review.** The Board may review the adequacy of the Sub-Recipient's financial management system as part of a pre-award review or at any time thereafter, and may require a written statement of the adequacy of the accounting system. Where the Board determines that the system does not meet the standards of this Article, the Board may require additional information, impose specific conditions under Article 43, or withhold payment until the system meets with the Board's approval.

ARTICLE 28. ALLOWABLE COSTS

(a) **General.** Funds expended under the Agreement Documents shall be those stated in the approved budget for the purposes and functions outlined, unless changed by an approved modification. The Sub-Recipient is entitled only to reimbursement for actual allowable expenses incurred or obligated during the period of performance or an approved extension, and only in the amount specified. All obligations shall be liquidated within ninety days after the end of the period of performance or an approved extension. That period is the outer limit stated at 2 CFR 200.344(c) for liquidation by a subrecipient and does not extend any closeout submission deadline at Article 55.

(b) **Cost principles.** Costs shall be necessary, reasonable, allocable, and allowable under Subpart E of the Uniform Guidance and 2 CFR Part 2900. Salaries and wages charged to the Award Funds shall be supported by records meeting the standards for documentation of personnel expenses at 2 CFR 200.430(i).

(c) **Purpose restrictions.** Award Funds shall be used only for the purposes stated in the Agreement Documents. Award Funds shall not be used to supplement or supplant services funded through other efforts, to duplicate

services or staff funded under other efforts, to provide working capital, or to benefit non-applicable programs, the application for grants under non-applicable programs, or employment under non-applicable programs. Any change in the intent or use of Award Funds requires the prior written approval of the Board.

(d) **Compensation.** No Award Funds shall be used to provide bonuses or other payments above and beyond legitimate wages, salaries, or other established forms of compensation, except as permitted by Article 31(c).

(e) **Written policies required.** The Sub-Recipient shall maintain written policies, consistent with those of the Board where applicable and available to the Board for review, addressing leave accounting, severance pay, personnel benefits, and costs relating to meetings, entertainment, meals, graduations, and celebrations, which shall be appropriate and de minimis. The Board may assess any such policy for its potential effect on service provision, may require changes, and retains the right to determine whether costs or rates within any of these categories are excessive.

(f) **AOSOS condition.** All data pertaining to individuals served under the Agreement Documents shall be entered in AOSOS. Costs relating to individuals not registered or not reported in AOSOS may be disallowed.

(g) **Referral and exit.** Upon completion of training, participants shall be referred to placement services through the training provider or the One-Stop Career Center, and may be enrolled in appropriate funded services to aid in securing employment. A soft exit occurs in AOSOS once a participant has not received a funded service or staff-assisted activity for ninety consecutive calendar days and is not scheduled for future services.

(h) **Disallowance.** Costs that are unallowable, unsupported, or incurred in violation of this Article are subject to recovery under Article 45.

ARTICLE 29. INDIRECT COSTS

(a) **Election.** The Sub-Recipient shall elect in writing at execution, and shall apply consistently for the period of performance, one of the following bases for charging indirect costs: (1) its current federally negotiated indirect cost rate agreement, a complete copy of which shall be attached; (2) a State-approved rate where applicable and where the Board consents; or (3) the de minimis rate of fifteen percent of modified total direct costs authorized by 2 CFR 200.414(f), or such lesser rate as the Sub-Recipient elects.

(b) **Modified total direct costs.** Where the de minimis rate is elected, modified total direct costs shall be computed in accordance with the definition at 2 CFR 200.1, excluding equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of the threshold stated in that definition.

(c) **Changes.** The Sub-Recipient shall notify the Board in writing within ten business days of any change in its negotiated rate, of the expiration of any rate agreement, and of any election to change the basis for a subsequent period of performance.

(d) **Board rights.** Approval of a budgeted amount for indirect or pooled costs does not constitute approval by the Board of the amount or of the method of its calculation. The Board may require documentation supporting the development and components of any indirect cost rate or cost allocation plan and evidence of approval by the cognizant agency, may question any indirect charge, may cap or deny any request associated with pooled costs, and may disallow any indirect charge not supported by the elected basis. It is the Sub-Recipient's responsibility to provide documentation substantiating any pooled cost.

(e) **Administrative cost cap.** Nothing in this Article relieves the Sub-Recipient of the administrative cost limitation applicable to the program, including the ten percent limitation under Section 128(b)(4) of the Workforce Innovation and Opportunity Act, or of any cost allocation methodology the Board prescribes.

ARTICLE 30. PRIOR WRITTEN APPROVALS

(a) **General.** The Sub-Recipient shall obtain the prior written approval of the Board before incurring any cost for which prior written approval is required by 2 CFR 200.407, by 2 CFR Part 2900, by the terms of the underlying Federal or State award, or by the Agreement Documents. Costs incurred without a required prior approval are unallowable and are subject to recovery under Article 45.

(b) **Categories.** Without limiting subsection (a), prior written approval is required for: any revision of the approved line-item budget; the acquisition of equipment or other capital expenditures; any subaward or subcontract; any change in scope, objective, or key personnel; the transfer of funds between direct cost categories or between programs; pre-award costs; costs of memberships, subscriptions, and professional activity; rearrangement and reconversion costs; selling and marketing costs; costs of organized fund raising; any cost not identified in the approved budget; the use of a cloud or hosted service provider for Participant Information; and any extension of the period of performance.

(c) **Form and effect.** Requests shall be submitted in the form the Board prescribes with supporting justification. Approval of a budget, a modification, or a voucher does not constitute prior approval of a cost requiring separate approval under this Article. The list at subsection (b) shall be applied as 2 CFR 200.407 is amended from time to time.

ARTICLE 31. WAGE FLOOR AND COMPENSATION CEILING

(a) **Wage floor for participants.** Wages paid to participants in work experience, transitional employment, on-the-job training, internships, and other work-based activities funded under the Agreement Documents shall be not less than the higher of the applicable Federal minimum wage under 29 U.S.C. 206 or the New Jersey minimum wage in effect at the time the work is performed, as established under N.J.S.A. 34:11-56a4, together with any higher rate required by applicable law, regulation, or collective bargaining agreement. Participants shall be provided the same benefits and working conditions as similarly situated employees, consistent with 20 CFR 680.190 and Section 181 of the Workforce Innovation and Opportunity Act.

(b) **Compensation ceiling.** No portion of the Award Funds derived from an Employment and Training Administration appropriation shall be used to pay, either as a direct or an indirect cost, the salary and bonuses of any individual at a rate in excess of Executive Level II of the Federal Executive Schedule, as that rate is established and adjusted annually. The limitation is computed on a full-time-equivalent basis of 2,080 hours per year, applies to salary and bonuses paid during any calendar year, and applies to the Sub-Recipient and to every Sub-Sub-Recipient. It does not apply to a Contractor as that term is defined at 2 CFR 200.1. Compensation in excess of the limitation may be paid only from non-Federal sources and shall not be charged to the Award Funds directly, indirectly, or as cost sharing.

(c) **Bonuses and incentive compensation.** Bonuses, incentive payments, and similar compensation are included within the limitation at subsection (b) and are allowable only where consistent with the Sub-Recipient's established written policy applied consistently to Federal and non-Federal work, reasonable in amount, and compliant with 2 CFR 200.430.

(d) **Consultant fees.** Fees paid to a consultant delivering services under the Agreement Documents shall not exceed the daily rate established by the United States Department of Labor for an eight-hour day. Any payment exceeding that limit requires the prior approval of the New Jersey Department of Labor and Workforce Development before disbursement.

(e) **Documentation and disallowance.** Amounts charged in excess of any limitation in this Article, or unsupported by conforming documentation, are unallowable in their entirety and are subject to recovery under Article 45.

(f) **Authority.** This Article implements the salary and bonus limitation first enacted at Public Law 109-234 and carried forward in successive Departments of Labor appropriations acts, as explained in Employment and Training Administration Training and Employment Guidance Letter No. 10-24 and any successor issuance.

ARTICLE 32. PROGRAM INCOME AND INTEREST

(a) **Program income.** Program income means gross income earned by the Sub-Recipient that is directly generated by a supported activity or earned as a result of the award, consistent with 2 CFR 200.1 and 200.307, including income from service fees, sale of commodities, usage or rental fees, and royalties on patents and copyrights. Unless the Board specifies otherwise in writing, program income shall be treated using the addition method under 2 CFR 200.307(e)(1), added to the funds committed to the project and used to further eligible program objectives. Program income shall be reported to the Board with each voucher and reconciled at closeout.

(b) **Interest on advances.** The Sub-Recipient shall maintain advances of Award Funds in interest-bearing accounts except as permitted by 2 CFR 200.305(b)(8). The Sub-Recipient may retain up to $500 per year of interest earned on Federal funds for administrative expenses. All interest earned in excess of $500 per year shall be returned annually to the Department of Health and Human Services Payment Management System in accordance with 2 CFR 200.305(b)(9), regardless of whether the Sub-Recipient is paid through that system, and the Sub-Recipient shall provide the Board with documentation of each remittance. Interest earned on State funds shall be treated in accordance with applicable State requirements. Interest is not program income.

(c) **Royalties.** Unless otherwise provided, the Sub-Recipient has no obligation to the Board with respect to royalties received as a result of copyrights or patents produced under the award, subject to Article 40(c).

ARTICLE 33. PAYMENT

(a) **Condition precedent.** No payment shall be issued to or on behalf of the Sub-Recipient before the Sub-award Agreement Contract has been executed by the parties to it and this instrument has been executed and delivered by the Sub-Recipient, evidence of the insurance required by Article 48 has been delivered and accepted, and all pre-execution submissions required by the Board's contract administration procedures have been received.

(b) **Basis of payment.** Payment is made on a cost-reimbursement basis upon receipt of a conforming voucher and all required financial, narrative, performance, and supporting documentation; upon written certification by the Grant Accountant of the Board, or by other staff of the Office of the Union County Workforce Development Board designated in writing for the purpose, that the services were rendered, that the costs are allowable and allocable to the Award Funds, and that the performance and reporting conditions of the Agreement Documents have been satisfied; and upon certification for disbursement by the Fiscal Agent. A certification or designation under this subsection shall be in writing, shall name the individual and the position held, and shall be retained in the contract file. The Board may at its discretion request additional reports or documentation before payment.

(c) **Withholding.** The Board may withhold payment in whole or in part where a voucher is incomplete or unsupported, where a required report or submission is overdue, where insurance is not current, where a remedy under Article 44 has been invoked, or where an amount is due to a Protected Party under Article 45.

(d) **Price warranty.** The Sub-Recipient warrants that the prices agreed upon are not less favorable than those currently extended to any other customer for the same or similar articles or services in similar quantities, and that final pricing includes all common reductions for discounts, rebates, and other incentives. Goods procured under the Agreement Documents shall be name brand, first quality, and new unless otherwise specified.

(e) **No entitlement beyond obligated funds.** Payment obligations are limited to the amount actually obligated to the Board and made available for the purpose, subject to Article 51.

ARTICLE 34. REPORTING

(a) **General.** The Sub-Recipient shall provide all reports specified in the Agreement Documents within the established timeframes and to the satisfaction of the Board. All records shall be current and reflective of actual events so that reports are timely and accurately depict ongoing activities.

(b) **Required reports.** Reports include monthly financial and budget-to-actual reports; monthly performance and participant data reports; quarterly accrual-basis financial reports; the annual self-assessment required by Article 21(e); the reporting package required by Article 19; corrective action plans; closeout reports; and any additional report the Board requires.

(c) **Certification.** Each report shall be certified as true, complete, and accurate by an authorized official of the Sub-Recipient.

(d) **Late or deficient reports.** A late, incomplete, or inaccurate report is grounds for withholding payment and for any remedy under Article 44.

ARTICLE 35. MONITORING, EVALUATION, AND AUDIT

(a) **Authority to monitor and duty to cooperate.** The Board, the County, the Chief Elected Official, the New Jersey Department of Labor and Workforce Development, the New Jersey Department of Human Services, the New Jersey Office of the State Comptroller, the United States Department of Labor including its Office of Inspector General, the Government Accountability Office, and their respective designees and authorized agents each have authority to monitor, evaluate, review, investigate, and audit the Sub-Recipient's performance and use of the Award Funds under the Agreement Documents, and the Sub-Recipient shall cooperate fully with each of them.

(b) **Scope of access.** Cooperation includes timely access to all records, documents, systems, and information related to the administration of the award; announced and unannounced site visits, inspections, and observations of service delivery; interviews of officers, employees, Contractors, and participants; access to personnel and payroll records supporting charges to the Award Funds; and prompt response to requests for information, clarification, or correction.

(c) **Auditable records.** The Sub-Recipient shall maintain its records and accounts so as to facilitate the preparation of financial statements in accordance with generally accepted accounting principles and the audits of them, and shall ensure that its Sub-Sub-Recipients and Contractors maintain auditable records. The Sub-Recipient is responsible for any disallowed cost resulting from an audit exception incurred by its own organization or by any Sub-Sub-Recipient or Contractor.

(d) **Interim audits and workpapers.** The Board may build upon any audit received and may conduct interim audits at its discretion. The Sub-Recipient shall include in its engagement letter or agreement with any independent audit firm a provision granting the Protected Parties access to all workpapers that support or address any finding relating to Award Funds.

(e) **Corrective action.** The Sub-Recipient shall address identified deficiencies and instances of non-compliance in a timely manner and shall take the corrective action the Board directs, on the schedule the Board specifies.

(f) **Consequence of non-cooperation.** Non-cooperation may result in withholding of Award Funds, suspension or termination, and any other remedy available under Article 44 or by law.

(g) **Fraud reporting.** Any fraud or suspected fraud involving Award Funds shall be reported to the Board within forty-eight hours of discovery, and to the New Jersey Department of Labor and Workforce Development as its directives require. This obligation is in addition to, and does not limit, the mandatory disclosure obligation at Article 11(a).

State and Federal Monitoring Authority

(h) **Independent authority to monitor.** The New Jersey Department of Labor and Workforce Development, as the State agency administering the Award Funds, and the United States Department of Labor, as the Federal awarding agency, each retain independent authority to monitor, review, evaluate, investigate, and audit the Sub-Recipient's performance and use of the Award Funds, and to do so directly and without acting through or obtaining the consent of the Board. The New Jersey Department of Human Services holds the same authority as to Work First New Jersey and Supplemental Nutrition Assistance Program Employment and Training funds. That authority arises under 20 CFR 683.400 and 683.410, under which the Governor must maintain a State monitoring system providing for annual on-site review of compliance and verification that subrecipients demonstrate substantial compliance with the requirements of the Workforce Innovation and Opportunity Act, and under 2 CFR 200.337, and it extends to every subaward and contract at every tier.

(i) **Duty to cooperate.** The Sub-Recipient shall cooperate fully, promptly, and in good faith with any monitoring, review, evaluation, investigation, or audit conducted by any authority identified in subsection (h) or in subsection (a), and with their respective designees, authorized agents, contractors, and Offices of Inspector General. The Sub-Recipient shall not require a subpoena, court order, or advance notice as a condition of access, shall not condition access upon the presence of counsel or of a representative of the Board, and shall not obstruct, delay, or limit the scope of any such activity.

(j) **Scope of access.** Cooperation under subsection (i) includes providing access to all records, participant files, eligibility and service documentation, financial and programmatic records, personnel and payroll records supporting charges to the Award Funds, and information systems including AOSOS; permitting announced and unannounced site visits, inspection of facilities and equipment, and observation of service delivery; making officers, board members, employees, Contractors, Sub-Sub-Recipients, and participants available for interview, including without a representative of the Sub-Recipient present where the monitoring entity so requires; permitting the copying of records; and responding to requests for information within the timeframes the monitoring entity specifies.

(k) **Notice to the Board and provision of findings.** The Sub-Recipient shall notify the Board in writing within five business days of receiving notice of any monitoring, review, evaluation, investigation, or audit initiated by any authority identified in subsection (h) or in subsection (a) and relating in any way to the Award Funds, and shall provide the Board with a copy of every notice, information request, draft report, final report, finding, questioned cost, corrective action plan, and closure letter within five business days of sending or receiving it. The Sub-Recipient shall afford the Board a reasonable opportunity to attend any entrance or exit conference, and shall not settle, resolve, or agree to the disposition of any finding affecting the Award Funds without first notifying the Board.

(l) **Effect of State and Federal findings.** A finding, questioned cost, disallowance, sanction, or corrective action requirement issued by any authority identified in subsection (h) or in subsection (a) and relating to the Sub-Recipient's performance or use of the Award Funds is enforceable by the Board under Articles 44 and 45 without the need for any further or independent determination by the Board. The Sub-Recipient shall implement any corrective action the Board directs in response, on the schedule the Board specifies.

(m) **Sub-Recipient's own monitoring obligation.** Consistent with 20 CFR 683.410(a), the Sub-Recipient shall itself conduct regular oversight and monitoring of its program and of the programs of each of its Sub-Sub-Recipients and Contractors, sufficient to determine that expenditures are charged to proper cost categories and within applicable limitations, that activities comply with the Workforce Innovation and Opportunity Act and the Uniform Guidance, and that the nondiscrimination and equal opportunity provisions are observed. The Sub-Recipient shall document each monitoring review and shall make the documentation available to the Board and to any authority identified in subsection (h).

(n) **Reporting to the Chief Elected Official.** The Board conducts oversight and evaluation of the American Job Center delivery system jointly with the Chief Elected Official and provides the Chief Elected Official with

quarterly summary monitoring reports on system performance. The Sub-Recipient acknowledges that its monitoring results, findings, questioned costs, corrective action status, and performance against the applicable performance levels may be included in those reports and in any report the Board makes to the New Jersey Department of Labor and Workforce Development or the New Jersey State Employment and Training Commission.

(o) **Flow-down.** The Sub-Recipient shall include the substance of subsections (h) through (n) in every subaward and contract at every tier, and shall ensure that each Sub-Sub-Recipient and Contractor affords the same authority, access, and cooperation. Failure to secure that access from a lower-tier entity is a breach by the Sub-Recipient.

ARTICLE 36. AUDIT REQUIREMENTS

(a) **Single audit.** A Sub-Recipient that expends $1,000,000 or more in Federal financial assistance, or $1,000,000 or more in State financial assistance, within its fiscal year shall have a single audit or a program-specific audit conducted for that year in accordance with Subpart F of the Uniform Guidance and with New Jersey Department of the Treasury Circular 25-12-OMB. The threshold stated in this subsection is that established at 2 CFR 200.501 as amended from time to time and shall be applied as amended.

(b) **Financial statement audit.** A Sub-Recipient that expends less than $1,000,000 but $350,000 or more in combined Federal and State financial assistance within its fiscal year shall have either a financial statement audit performed in accordance with Government Auditing Standards or a program-specific audit performed in accordance with Subpart F of the Uniform Guidance.

(c) **Below the thresholds.** A Sub-Recipient expending less than $350,000 in combined Federal and State financial assistance within its fiscal year shall, upon the Board's written request, obtain an agreed-upon-procedures engagement covering the costs and expenses for which reimbursement was requested and the program records substantiating that services were delivered. The Board shall specify the procedures to be performed.

(d) **Annual audits.** Notwithstanding any provision of Subpart F permitting biennial audits, all audits required under this Article shall be performed annually, as required by New Jersey policy.

(e) **Program-specific audits.** A program-specific audit may be elected only where the Sub-Recipient expends awards under a single Federal or State program and the statutes, regulations, or terms and conditions of that program do not require a financial statement audit.

(f) **State reporting.** In addition to the Federally required reports and opinions, the audit shall contain the corresponding reports and opinions for State funds, and the reporting package shall include a Schedule of Expenditures of State Financial Assistance showing, for each program: the State grantor department; the program title; the State grant award number or account number; the grant award period; fiscal year grant expenditures; and total grant expenditures to date.

(g) **For-profit Sub-Recipients.** A for-profit Sub-Recipient expending $50,000 or more in Federal or State financial assistance within its fiscal year shall obtain, at the Board's election, a grant-specific audit under Government Auditing Standards, a financial audit under generally accepted auditing standards including a separate report on compliance with contractual provisions, or an agreed-upon-procedures engagement on procedures the Board specifies.

(h) **Submission.** The complete reporting package shall be submitted as required by Article 19(a) and, where applicable, to the Federal Audit Clearinghouse.

ARTICLE 37. RECORDS, RETENTION, AND ACCESS

(a) **Equal opportunity records.** The Sub-Recipient shall collect, maintain, and upon request report equal opportunity information for all individuals who apply for benefits or services financially assisted by the program, as required by Article 14(g) and 29 CFR 38.41 through 38.43. Such information shall be stored so as to ensure confidentiality and used only for recordkeeping and reporting, determining eligibility, determining whether the program is operated in a nondiscriminatory manner, or another use authorized by law. Where designation by race or ethnicity is required, the guidelines of the Office of Management and Budget shall be used.

(b) **Personally identifiable information.** The Sub-Recipient shall comply with 2 CFR 200.1 and 2 CFR 200.303(e) governing personally identifiable information and protected personally identifiable information, with 20 CFR 683.220, and with Article 38.

(c) **Federal retention period.** The Sub-Recipient shall maintain all records pertinent to the Agreement Documents, including financial, statistical, property, and participant records and supporting documentation, for three years from the date of submission of the final expenditure report, in accordance with 2 CFR 200.334.

(d) **State retention period.** Pursuant to N.J.A.C. 19:70–2.2 and N.J.A.C. 19:70–1.6, the Sub-Recipient shall maintain all documentation related to products, transactions, or services under the Agreement Documents for five years from the date of final payment, and shall make those records available to the Protected Parties and to the New Jersey Office of the State Comptroller upon request. Where the Federal and State periods differ, the longer period governs.

(e) **Extension.** Records shall be retained beyond the applicable period where any litigation, claim, audit, investigation, or enforcement action involving the records has begun, until it is finally resolved and final action taken.

(f) **Sub-Sub-Recipients.** The Sub-Recipient shall ensure that each Sub-Sub-Recipient and Contractor retains records in accordance with this Article, and where a relationship with a lower-tier entity terminates, the Sub-Recipient is responsible for the maintenance and retention of that entity's records where the entity is unable to retain them.

(g) **Access and investigation.** The Protected Parties may investigate any matter deemed necessary to determine compliance with Federal, State, or Board policy or procedure. Such investigations may include examining and copying records, questioning employees, and entering any premises or site at which any part of a program is conducted or at which any records are kept.

(h) **Public records.** All parties shall comply with laws, regulations, and policies regarding the New Jersey Open Public Records Act and the common law right of access, subject to Article 58.

ARTICLE 38. DATA PROTECTION AND BREACH NOTIFICATION

(a) **Standard of care.** The Sub-Recipient shall establish and maintain administrative, technical, and physical safeguards to protect the confidentiality, integrity, and availability of Participant Information, consistent with 2 CFR 200.303(e), 20 CFR 683.220, and applicable New Jersey law, and not less protective than the safeguards it applies to its own most sensitive information.

(b) **Minimum controls.** The safeguards shall include, at a minimum: encryption of Participant Information at rest and in transit using current industry-standard methods; role-based access limited to individuals with a demonstrated need to know; unique user credentials, multi-factor authentication for remote access, and access logging; a prohibition on storing Participant Information on unencrypted portable media or on personal devices; secure disposal of physical and electronic records; a written incident response plan; annual training of all personnel with access; and separate confidential storage of medical and disability information as required by 29 CFR 38.41.

(c) **Notification.** The Sub-Recipient shall notify the Board by telephone and in writing as soon as possible, and in no event more than twenty-four hours, after discovering any actual or reasonably suspected breach, unauthorized access, unauthorized disclosure, loss, or misuse of Participant Information (collectively an "incident"), whether or not the incident triggers a notification obligation under any statute. The notice shall describe the incident, the information involved, the individuals affected or potentially affected, the steps taken, and the remediation plan, and shall be supplemented as further information becomes available.

(d) **Coordination of public communication.** The Sub-Recipient shall not make any public statement, regulatory filing, or notification to affected individuals concerning an incident involving Award Funds or Participant Information without prior consultation with the Board.

(e) **Cooperation and cost.** The Sub-Recipient shall cooperate fully in the investigation, containment, notification, and remediation of any incident, and shall bear all costs of forensic investigation, legally required notifications, call center support, credit monitoring, identity restoration or other incident mitigation services for affected individuals for a period of not less than TWO (2) YEARS, regulatory response, and remediation. These costs are unallowable charges to the Award Funds.

(f) **Flow-down and service providers.** The Sub-Recipient shall impose obligations equivalent to this Article on every Sub-Sub-Recipient, Contractor, and third-party service provider that creates, receives, maintains, or transmits Participant Information, including any cloud or hosted service provider, and shall obtain the Board's prior written approval before transferring Participant Information to or otherwise sharing such information with, any such provider.

(g) **Return or destruction.** Upon expiration or termination, and subject to Article 37, the Sub-Recipient shall return or securely destroy all Participant Information in its possession, and shall ensure the same of every Sub-Sub-Recipient, Contractor, and third-party service provider describe in subparagraph (f) above, and shall certify the destruction in writing.

(h) **Insurance.** The Sub-Recipient shall maintain the cyber liability and privacy coverage required by Article 48 throughout the period of performance and for the extended reporting period stated in that Article.

ARTICLE 39. PROCUREMENT STANDARDS

(a) **General.** Procurement of supplies, equipment, and services with Award Funds shall be conducted in accordance with 2 CFR 200.317 through 200.327, applicable State requirements, and the Sub-Recipient's documented procurement policy, and shall provide full and open competition.

(b) **Methods and thresholds.** Procurement methods include micro-purchases, which may be awarded without competitive quotations; small purchase procedures, which require price or rate quotations from an adequate number of qualified sources; and formal competitive methods requiring sealed bids or competitive proposals. The applicable micro-purchase threshold and simplified acquisition threshold are those established under 48 CFR 2.101 and applied through 2 CFR 200.320, as adjusted from time to time. As of the date of this instrument, the micro-purchase threshold is $15,000 and the simplified acquisition threshold is $350,000, each effective October 1, 2025.

(c) **Conflict of interest.** The Sub-Recipient shall maintain and enforce a written code of conduct governing procurement, consistent with Article 11(b) and 2 CFR 200.318(c), and shall avoid organizational conflicts of interest and the appearance of them.

(d) **Documentation.** The Sub-Recipient shall maintain records sufficient to detail the history of each procurement, including the rationale for the method, the selection of contract type, the basis for contractor selection or rejection, and the basis for the contract price.

(e) **Required components of the procurement policy.** The Sub-Recipient's documented procurement procedures shall be in writing, shall conform to applicable Federal, State, and local law, and shall address at a

minimum: the methods of procurement and the circumstances in which each is used; the basis on which a contract type is selected; the criteria and process for evaluating offers and selecting or rejecting a contractor; the basis for determining that a price is fair and reasonable, including when a cost or price analysis is performed; the timeframes and procurement timeline governing each method; the standards of conduct and conflict of interest provisions required by 2 CFR 200.318(c); the roles and authority of the individuals who may commit the Sub-Recipient to a purchase or contract; the required contract provisions at 2 CFR 200.327 and Appendix II to Part 200; the records to be created and retained for each procurement; and a written procedure for resolving protests, appeals, and disputes, including who may file, the filing deadlines, the required contents of a protest, the review process, and the time within which a written decision issues, consistent with 2 CFR 200.318(k). The Sub-Recipient shall furnish its procurement procedures to the Board at execution and upon any amendment.

(f) **Solicitation content.** Every solicitation the Sub-Recipient issues using Award Funds shall be publicized; shall identify all evaluation factors and their relative importance, consistent with 2 CFR 200.320(b)(2); shall state the criteria for evaluating proposals or bids with sufficient specificity that a respondent can understand how its offer will be scored, including any criterion addressing the respondent's experience in delivering the services solicited; shall state the protest and appeal procedure required by subsection (e); and shall carry the Federal funding disclosure required by Article 50(e), stating the percentage and the dollar amount of the total cost of the program financed with Federal funds and the percentage and the dollar amount financed by non-governmental sources. Where the non-governmental share is zero, the solicitation shall so state affirmatively rather than by implication.

(g) **Cost and price analysis.** The Sub-Recipient shall perform and document a cost or price analysis in connection with every procurement in excess of the simplified acquisition threshold, including contract modifications, consistent with 2 CFR 200.324, and shall retain the analysis in the procurement record. Where the Sub-Recipient establishes an estimated or not-to-exceed amount in a solicitation, it shall document the basis on which that amount was derived.

(h) **Verification of exclusion status.** Before entering into a covered transaction at the next lower tier, the Sub-Recipient shall verify that the proposed party is not excluded or disqualified, by one or more of the methods permitted at 2 CFR 180.300 as adopted for Department of Labor awards by 2 CFR Part 2998. The verification shall be documented in the procurement record, identifying the method used, the date, the individual who performed it, and the result, and shall be retained under Article 37. Where verification is effected by certification or by contract clause, the executed certification or the clause shall be filed under a discrete heading identifying it as the verification of record.

(i) **Required contract provisions and Federal terms and conditions.** Every contract the Sub-Recipient makes using Award Funds shall contain the provisions required by 2 CFR 200.327 and Appendix II to 2 CFR Part 200, as applicable to the contract, together with any additional terms the Board prescribes in writing. Those provisions include: administrative, contractual, and legal remedies for breach, with sanctions and penalties, for contracts exceeding the simplified acquisition threshold; termination for cause and for convenience for contracts exceeding $10,000, stating the manner of effecting termination and the basis for settlement; equal employment opportunity provisions where the contract meets the definition of a federally assisted construction contract; the Davis-Bacon Act and the Copeland Anti-Kickback Act where required by Federal program legislation for prime construction contracts exceeding $2,000; the Contract Work Hours and Safety Standards Act for contracts exceeding $100,000 involving the employment of mechanics or laborers; rights to inventions made under a contract or agreement, in accordance with 37 CFR Part 401 where the funding agreement meets the definition of a funding agreement under that Part; the Clean Air Act and the Federal Water Pollution Control Act for contracts exceeding $150,000, with reporting of violations to the awarding agency and the Environmental Protection Agency; debarment and suspension under 2 CFR Part 180 and 2 CFR Part 2998; the Byrd Anti-Lobbying Amendment for contracts exceeding $100,000; procurement of recovered materials under 2 CFR 200.323; the prohibition on covered telecommunications and video surveillance

equipment under 2 CFR 200.216; domestic preference for procurements under 2 CFR 200.322; and bonding requirements under 2 CFR 200.326 for construction or facility improvement contracts exceeding the simplified acquisition threshold. The Sub-Recipient shall not omit a provision on the ground that it is inapplicable without documenting the basis for that determination in the procurement record.

(j) **Small and minority businesses, women's business enterprises, and labor surplus area firms.** The Sub-Recipient shall take all necessary affirmative steps under 2 CFR 200.321 to assure that small businesses, minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include placing qualified such firms on solicitation lists; assuring that they are solicited whenever they are potential sources; dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation; establishing delivery schedules, where the requirement permits, which encourage participation; using the services of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and requiring the prime contractor, where it lets subcontracts, to take these same affirmative steps. The Sub-Recipient shall document the affirmative steps taken for each procurement in the procurement record.

(k) **Domestic preference and recovered materials.** As appropriate and to the extent consistent with law, the Sub-Recipient shall, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, consistent with 2 CFR 200.322, and shall include this requirement in every subaward and contract, including all purchase orders for work or products under the award. Where the Sub-Recipient is a State agency or an agency of a political subdivision of a State and its contractors, it shall comply with Section 6002 of the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act, consistent with 2 CFR 200.323, including procuring only items designated in guidelines of the Environmental Protection Agency at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the Environmental Protection Agency guidelines, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired in the preceding fiscal year exceeded $10,000.

(l) **Energy efficiency.** The Sub-Recipient shall comply with mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201 et seq.

(m) **Responsibility.** Adherence to Federal and State procurement standards does not relieve the Sub-Recipient of the contractual responsibilities arising under its procurements. The Sub-Recipient is the responsible authority, without recourse to any Protected Party, regarding the settlement and satisfaction of all contractual and administrative issues arising out of its procurements.

(n) **Bonding requirements.** For a construction or facility improvement contract or subcontract exceeding the simplified acquisition threshold, the minimum requirements of 2 CFR 200.326 apply unless the Board has determined in writing that the Federal interest is adequately protected by the Sub-Recipient's own bonding policy and requirements. Those minimum requirements are: a bid guarantee from each bidder equivalent to five percent (5%) of the bid price, consisting of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying the bid as assurance that the bidder will, upon acceptance of its bid, execute such contractual documents as may be required within the time specified; a performance bond on the part of the contractor for one hundred percent (100%) of the contract price, executed in connection with the contract to secure fulfillment of all of the contractor's obligations under it; and a payment bond on the part of the contractor for one hundred percent (100%) of the contract price, executed to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

ARTICLE 40. PROPERTY AND EQUIPMENT

(a) **Accountability and inventory.** The Sub-Recipient is responsible and accountable for all equipment, supplies, and other property acquired with Award Funds, including property acquired by any Sub-Sub-Recipient or Contractor, consistent with 2 CFR 200.313 and 200.314. The Sub-Recipient shall maintain a current inventory of equipment with a per-unit acquisition cost equal to or greater than the lesser of the capitalization level it has established for its own financial statement purposes or $10,000, being the threshold in the definition of "equipment" at 2 CFR 200.1 as amended, and shall conduct a physical inventory and reconciliation not less than once every two years.

(b) **Acquisition, title, and disposition.** The acquisition of equipment or other capital expenditures with Award Funds requires prior written approval under Article 30. Title vests in the Sub-Recipient subject to the conditions at 2 CFR 200.313(a), and the Federal interest continues until disposition. Upon completion of the period of performance, disposition shall be in accordance with 2 CFR 200.313(e): items with a current per-unit fair market value of $10,000 or less may be retained, sold, or otherwise disposed of with no further obligation; items with a current per-unit fair market value exceeding $10,000 require the prior written approval of the Board, and the Federal interest shall be remitted to the Board as pass-through entity. Residual unused supplies exceeding $10,000 in aggregate value at the end of the period of performance are subject to 2 CFR 200.314. Procedures for property records set out in New Jersey Treasury Circular 11-19, as amended, shall be followed.

(c) **Work product and intellectual property.** All documents, patents, copyrights, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, reports, plans, curricula, and other materials prepared by the Sub-Recipient in connection with the Agreement Documents are the property of the Board and shall be delivered to the Board upon request. The Board reserves the right to make use of any information or idea developed under the award. Where the project is funded under the Workforce Development Partnership program, such materials remain the property of the Sub-Recipient, subject to the Board's right to review them for the limited purpose of determining the extent and quality of performance, upon notice, with the Board taking all reasonable steps to safeguard the Sub-Recipient's proprietary interest.

(d) **Federal license.** Where materials are developed pursuant to an award funded in whole or in part by Federal funds, the Federal agency reserves a paid-up, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for Federal purposes, the copyright in all products developed under the award, including under any subaward or contract, and any rights of copyright purchased under the award. All products developed in whole or in part with Award Funds shall bear the following statement: "This workforce product was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. This product was created by the Sub-Recipient and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it. Internal use by an organization and/or personal use by an individual for non-commercial purposes are permissible. All other uses require the prior authorization of the copyright owner."

(e) **Rights to inventions.** Where the Agreement Documents or any contract thereunder meets the definition of a "funding agreement" under 37 CFR 401.2(a) and the Sub-Recipient, or a party to a contract under the Agreement Documents, wishes to enter into a contract with a small business firm or a nonprofit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work, the Sub-Recipient shall comply with the requirements of 37 CFR Part 401, Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, and any implementing regulations issued by the awarding agency.

(f) **Safekeeping and insurance.** The Sub-Recipient shall provide the same security and safekeeping measures for property paid for under the Agreement Documents as it provides for the same or similar property it owns,

shall maintain the property insurance required by Article 48, and shall impose the same conditions on any Sub-Sub-Recipient or Contractor.

ARTICLE 41. TRAVEL AND CONFERENCES

(a) **Policy required.** The Sub-Recipient shall establish and maintain written travel policies consistent with 2 CFR 200.474. Travel costs are allowable only where necessary, reasonable, allocable, and consistent with those written policies.

(b) **Location of conferences.** Conferences and seminars conducted by the Sub-Recipient shall be held at the Sub-Recipient's facilities or at public facilities wherever possible.

(c) **Mileage.** The mileage reimbursement rate for employees traveling by personal automobile on official business shall be the rate set by the Sub-Recipient's policies in effect at the time of travel and shall not exceed the lesser of the Internal Revenue Service standard mileage rate in effect at the time of travel or the rate the New Jersey Department of the Treasury establishes annually, which the New Jersey Department of Labor and Workforce Development requires all sub-awardees of WIOA and WFNJ funding to follow.

(d) **Meals and lodging.** Reimbursement for meals, lodging, and travel shall be in accordance with the Sub-Recipient's written travel reimbursement policies and shall not exceed Federal per diem rates in effect at the time of travel.

(e) **Air travel.** All air travel shall comply with the Fly America Act, 49 U.S.C. 40118. Award Funds authorized to carry out an activity under Subtitle B of Title I of the Workforce Innovation and Opportunity Act shall not be used for foreign travel.

ARTICLE 42. SUBAWARDS, SUBCONTRACTS, AND FLOW-DOWN

(a) **Prior approval.** The Sub-Recipient shall perform all terms and conditions of the Agreement Documents itself unless the Board has given prior written approval of a subaward or subcontract. A request for approval shall identify the proposed entity, the scope, the amount, the period, the basis of selection, and the results of the risk assessment required by subsection (c).

(b) **Subrecipient or contractor determination.** Before making any award to a lower-tier entity, the Sub-Recipient shall make and document a determination under 2 CFR 200.331 as to whether the entity is a Sub-Sub-Recipient or a Contractor, and shall apply the requirements corresponding to that determination.

(c) **Risk assessment and monitoring.** The Sub-Recipient shall evaluate each Sub-Sub-Recipient's risk of non-compliance in accordance with 2 CFR 200.332(b), shall impose specific conditions where warranted, and shall monitor each Sub-Sub-Recipient in accordance with 2 CFR 200.332(e) through (h), including review of financial and programmatic reports, follow-up on deficiencies, issuance of management decisions on audit findings, and verification that required audits are performed and findings resolved.

(d) **Required subaward terms.** Every subaward shall include the information and requirements set out at 2 CFR 200.332(a), including the Federal Award Identification Number, the Assistance Listings number and program title, the total amount of the subaward and the period of performance, the indirect cost rate, all applicable requirements of the Uniform Guidance, all applicable Federal award requirements flowed down, the audit requirements of Subpart F, and access rights for the Protected Parties and their auditors.

(e) **Flow-down of this instrument.** The Sub-Recipient shall include in every subaward and contract, at every tier, provisions substantively equivalent to the following: Articles 6 through 16 (certifications); Article 14 (equal opportunity operational obligations); Article 31 (wage floor and compensation ceiling); Article 37 (records, retention, and access); Article 38 (data protection); Article 39 (procurement); Article 48 (insurance appropriate to the scope and risk of the work); Article 49 (indemnification running to the Protected Parties); and Article 35 (cooperation with monitoring and audit).

(f) **No privity; no relief.** Nothing in any subaward or subcontract creates any relationship between a Protected Party and the lower-tier entity, and no subaward or subcontract relieves the Sub-Recipient of any obligation. The Sub-Recipient remains fully responsible for the acts and omissions of every Sub-Sub-Recipient and Contractor.

ARTICLE 43. SPECIAL CONDITIONS FOR HIGH-RISK SUB-RECIPIENTS

(a) **Designation.** The Board may designate the Sub-Recipient as high risk where it determines that the Sub-Recipient has a history of unsatisfactory performance, is not financially stable, has a financial management system that does not meet the standards of Article 27, has not conformed to the terms and conditions of a previous award, has failed a covenant at Article 17, has unresolved audit findings, or is otherwise not responsible.

(b) **Specific conditions.** Where the Board designates the Sub-Recipient as high risk, it may impose specific conditions under 2 CFR 200.208 corresponding to the condition giving rise to the designation, including payment on a reimbursement basis; withholding authority to proceed to the next phase until receipt of evidence of acceptable performance; requiring additional and more detailed financial and programmatic reports; additional project monitoring; requiring the Sub-Recipient to obtain technical or management assistance; establishing additional prior approvals; requiring security under Article 45(e); and requiring more frequent submission of the certification at Article 17(e).

(c) **Notice.** The Board shall notify the Sub-Recipient in writing as soon as possible of the nature of the specific conditions, the reason for imposing them, the corrective action that must be taken before they will be removed and the time allowed for completing that action, and the method of requesting reconsideration.

(d) **Removal.** The Board shall promptly remove specific conditions once the conditions that prompted them have been corrected.

(e) **Information for the Board's risk evaluation.** The Board evaluates each Sub-Recipient's risk of noncompliance under 2 CFR 200.332(c) for the purpose of determining the appropriate level of monitoring. Before award, upon each renewal or extension, and annually upon request, the Sub-Recipient shall complete the risk assessment instrument the Board prescribes and shall furnish: its prior experience with the same or similar subawards; the results of previous audits, including the most recent reporting package required by Article 19 and any monitoring reports with resolution letters for the preceding two program years; whether it has new personnel in key positions or new or substantially changed financial, case management, or information systems; and the extent and results of monitoring by any Federal or State awarding agency. The Sub-Recipient shall notify the Board promptly of any change that would alter a response previously given. The Board's evaluation and the conditions imposed upon it, if any, are recorded in the procurement or contract file for the award.

ARTICLE 44. REMEDIES AND ENFORCEMENT ACTIONS

(a) **Authority.** Where the Sub-Recipient fails to comply with any Federal or State statute, regulation, directive, or term or condition of the Agreement Documents, the Board may take one or more of the actions authorized by 2 CFR 200.208 and 2 CFR 200.339, and any other remedy available at law or in equity.

(b) **Escalating actions.** Without limiting subsection (a), the Board may: (1) issue written notice of non-compliance and require a corrective action plan within ten business days identifying the responsible official, the corrective action, and the completion date; (2) require additional, more detailed, or more frequent financial and programmatic reporting; (3) impose additional monitoring, including announced and unannounced site visits, review of participant files and personnel records, and interviews of staff and participants; (4) require the Sub-Recipient to obtain technical or management assistance at its own expense; (5) impose specific conditions under Article 43; (6) temporarily withhold payment pending correction; (7)

disallow all or part of the cost of the activity not in compliance; (8) wholly or partly suspend the award; (9) terminate the award in whole or in part under Article 53; (10) withhold further awards; (11) initiate or recommend suspension and debarment proceedings under 2 CFR Part 180; and (12) refer the matter to the New Jersey Department of Labor and Workforce Development, the New Jersey Department of Human Services, the United States Department of Labor Office of Inspector General, the New Jersey Office of the State Comptroller, the County Prosecutor, or any other appropriate authority.

(c) **No exhaustion required.** The Board may take any action authorized by this Article that the circumstances warrant without first taking any lesser action, and may take more than one action concurrently. The remedies in this Article are cumulative and are in addition to every other remedy available under the Agreement Documents or at law.

(d) **Notice and opportunity to be heard.** Except where immediate action is necessary to protect Award Funds, participants, or the interests of the Protected Parties, the Board shall give written notice stating the nature of the action, the reason for it, the corrective action required, the time allowed, and the method of requesting reconsideration. The Sub-Recipient shall continue to perform during the pendency of any reconsideration or dispute.

(e) **Costs of enforcement.** The Sub-Recipient shall bear its own costs of responding to any enforcement action, and those costs are unallowable charges to the Award Funds.

(f) **Effect on future funding.** The Board may consider any enforcement action under this Article, and the Sub-Recipient's response to it, in evaluating any future application or renewal.

ARTICLE 45. RECOVERY OF DISALLOWED COSTS, SET-OFF, AND REPAYMENT

(a) **Responsibility.** The Sub-Recipient is responsible for all costs determined to be unallowable, disallowed, or questioned, whether identified by the Board, the County, the New Jersey Department of Labor and Workforce Development, the New Jersey Department of Human Services, the United States Department of Labor, an independent auditor, the New Jersey Office of the State Comptroller, or any other authority, and whether attributable to the Sub-Recipient or to any Sub-Sub-Recipient or Contractor of the Sub-Recipient.

(b) **Demand and repayment.** Upon written notice stating the amount and the basis of the determination, the Sub-Recipient shall repay the amount in full within thirty days. Repayment shall be made from non-Federal funds. Payment of a disallowance with Federal award funds is itself an unallowable use and does not discharge the obligation.

(c) **Set-off and recoupment.** The Board and the County may, without further notice, set off and recoup the amount demanded, together with interest and costs, against any amount then or thereafter payable to the Sub-Recipient under the Agreement Documents or under any other agreement, purchase order, or arrangement between the Sub-Recipient and the Board or the County. The exercise of set-off is not an election of remedies and does not limit any other remedy.

(d) **Interest and costs.** Amounts not repaid when due bear interest from the date of demand at the rate provided by law, and the Sub-Recipient shall reimburse the reasonable costs of collection, including attorneys' fees.

(e) **Security.** Where a demand remains unsatisfied, or where an audit finding relating to Award Funds remains unresolved, the Board may require the Sub-Recipient to provide security in a form and amount the Board reasonably specifies, including an irrevocable letter of credit, as a condition of continued or future funding.

(f) **No exhaustion.** The Sub-Recipient waives any requirement that the Board first pursue, exhaust, or obtain a final determination from any Federal or State awarding agency before demanding repayment under this Article, and waives any defense that the Board has not itself been required to repay the amount.

(g) **Survival and post-closeout adjustment.** This Article survives expiration, termination, and closeout. The Board may assert a disallowance after closeout in accordance with 2 CFR 200.346, and closeout does not constitute a release, accord, or satisfaction.

ARTICLE 46. COMPLAINTS, GRIEVANCES, AND APPEALS

(a) **Written policy required.** The Sub-Recipient shall promulgate a written policy governing complaints, grievances, and appeals, written in language that is clear and understandable, provided to all customers in a manner in which they can understand, and consistent at a minimum with all Federal and State requirements.

(b) **Required elements.** Consistent with 20 CFR 683.600, the policy shall at minimum: notify each participant of grievance rights at enrollment; provide each complainant an opportunity to present the case not later than thirty days after filing a complaint alleging a violation; ensure that a written decision issues within sixty days of the filing of the complaint; offer an opportunity for appeal with reasonable timeframes for response; provide for binding arbitration where required for labor standards violations; and designate by title the person responsible for considering such matters.

(c) **Equal opportunity complaints.** The Sub-Recipient shall separately establish procedures for complaints alleging violation of the equal opportunity requirements, consistent with Article 14(f) and 29 CFR 38.72 through 38.77, and shall not process an equal opportunity complaint under the program grievance procedure.

(d) **Notification to the Board.** The Sub-Recipient shall notify the Board of each complaint or grievance filed against it relating to a program funded under the Agreement Documents within five business days of receipt, and shall report the disposition.

(e) **Documentation.** The Sub-Recipient shall maintain a log of all complaints and grievances, the basis of each, the date filed, and the disposition, and shall make the log available to the Board on request.

ARTICLE 47. CONFLICTS OF INTEREST AND OPEN GOVERNMENT PRACTICES

(a) **Avoidance of conflicts.** The Sub-Recipient shall avoid organizational and personal conflicts of interest and the appearance of conflicts of interest in the conduct of procurement activities and in the administration of the Award Funds. The Sub-Recipient shall guarantee and monitor its systems to ensure that no staff member, officer, or board member touched by Award Funds is in conflict, and shall maintain a written code of conduct as required by Article 11(b).

(b) **Gratuities.** Any gratuity in the form of entertainment, gift, or otherwise offered by the Sub-Recipient or its agent or representative to any officer or employee of a Protected Party with a view toward securing an award, securing favorable treatment with respect to the awarding or amending of an award, or influencing any determination, renders the Agreement Documents voidable at the option of the Board and may justify further action under applicable State law and referral under Article 44(b)(12).

(c) **Ethical standards.** The Sub-Recipient shall ensure that any activity funded in whole or in part under the Agreement Documents meets the highest ethical standards and does not violate applicable Federal, State, County and Muncipal laws, regulations, ordinances or rules regarding patronage, political activities, the Hatch Act, sectarian activities, maintenance of effort and supplanting, or open public meetings. Written policies on each subject shall be documented, maintained, and available for review, and the Sub-Recipient shall require its Sub-Sub-Recipients and Contractors to establish, document, and maintain such policies as appropriate.

(d) **Fidelity and financial integrity.** The Sub-Recipient shall ensure that every officer, director, and employee authorized to act on its behalf for the purpose of receiving funds into program accounts or issuing financial documents, checks, or other instruments of payment is covered by the crime or employee dishonesty coverage required by Article 48(i)(2).

Non-Solicitation and Non-Employment of Board and County Personnel

(e) **Purpose and construction.** Subsections (f) through (m) are a conflict-of-interest control adopted to protect the integrity of a Federally and State funded selection, award, and administration process, as required by 2 CFR 200.318(c), 2 CFR 200.112, Section 107(h) of the Workforce Innovation and Opportunity Act, 20 CFR 679.430,

and the New Jersey Local Government Ethics Law, N.J.S.A. 40A:9-22.1 et seq. They are intended and shall be construed as covenants ancillary to the Agreement Documents and reasonably necessary to that purpose, and not as a restraint on competition or on the mobility of any individual. The obligations imposed are obligations of the Sub-Recipient only. Nothing in these subsections restricts any individual, who is not a party to the Agreement Documents, from seeking or accepting employment with any person.

(f) **Definitions.** For purposes of subsections (e) through (m): "Covered Person" means (1) each member of the Board and of any committee of the Board; (2) each officer and employee of the Board, including each officer and employee of the County department or division through which the Board's programs are administered; and (3) each other officer or employee of the County who participated personally and substantially in the solicitation, evaluation, selection, negotiation, award, administration, monitoring, audit, or closeout of any award to the Sub-Recipient, or in the development of any policy or directive governing such awards. "Restricted Period" means, as to each Covered Person, the period beginning on the date the Sub-Recipient first submitted an application, proposal, or bid to the Board and ending TWO (2) YEARS after the later of the date that person ceases to be a Covered Person or the date of expiration or termination of the Agreement Documents. "Employ or engage" means to employ, retain, appoint, elect, or otherwise engage in any capacity, whether full-time, part-time, temporary, or seasonal, and whether as an employee, officer, director, trustee, board member, consultant, independent contractor, advisor, agent, or volunteer receiving anything of value, and whether directly or indirectly, including through an affiliate, a Sub-Sub-Recipient, a Contractor, a staffing agency or professional employer organization, a joint venture, or any other intermediary. "Immediate family" has the meaning given at N.J.S.A. 40A:9-22.3.

(g) **Prohibition on solicitation and employment.** During the Restricted Period the Sub-Recipient shall not, directly or indirectly: (1) solicit, recruit, or induce any Covered Person to seek or accept employment or engagement with the Sub-Recipient; (2) offer employment or engagement to any Covered Person; (3) employ or engage any Covered Person; or (4) cause, permit, or acquiesce in any affiliate, Sub-Sub-Recipient, or Contractor of the Sub-Recipient doing any of the foregoing.

(h) **Prohibition on employment discussions during a live matter.** The Sub-Recipient shall not initiate, continue, or permit any discussion, negotiation, understanding, or arrangement concerning prospective employment or engagement with any Covered Person while that person is participating in, or reasonably expects to participate in, the solicitation, evaluation, selection, negotiation, award, administration, monitoring, audit, or closeout of any award to the Sub-Recipient. Where such a discussion is initiated by a Covered Person, the Sub-Recipient shall decline to continue it and shall disclose it in writing to the Director of the Board and to County Counsel within five business days. Disclosure by the Sub-Recipient does not relieve any Covered Person of any obligation under law or County policy.

(i) **Immediate family and associated business organizations.** The Sub-Recipient shall disclose in writing to the Board, before execution and within five business days of the event thereafter: any employment or engagement of, and any offer of employment or engagement to, an immediate family member of a Covered Person; and any business, financial, or contractual relationship with any business organization in which a Covered Person or a member of a Covered Person's immediate family has an interest. The Board may treat any such relationship as a conflict of interest requiring mitigation, as grounds for imposition of specific conditions under Article 43, or as grounds for a remedy under Article 44.

(j) **Exceptions.** Subsection (g) does not apply to: (1) an individual for whom the Board has granted a written waiver under subsection (k); (2) an individual who responds to a general advertisement or public job posting that is not targeted at Covered Persons and who was not individually identified, contacted, or encouraged to apply by or on behalf of the Sub-Recipient, provided that the Sub-Recipient discloses the application to the Board before extending any offer and obtains a written waiver under subsection (k) before employing or engaging the individual; (3) an individual whose only relationship to the Board is as a program participant, customer, or member of the general public; or (4) uncompensated service by a Covered Person on the Sub-

Recipient's governing board in an ex officio capacity where that service is required or authorized by law, by directive, or by action of the Board.

(k) **Waiver.** The Board may waive subsection (g) in a particular case where it determines in writing that no actual or apparent conflict of interest exists or that any conflict can be adequately mitigated; that the individual did not participate personally and substantially in any matter affecting the Sub-Recipient, or that sufficient time and separation have passed; and that the waiver is consistent with 2 CFR 200.318(c), 20 CFR 679.430, and the Local Government Ethics Law. A request shall be submitted in writing not less than thirty days before the proposed start date and shall describe the individual's prior duties, the proposed position and compensation, and the mitigation proposed. A waiver is effective only when signed by the Director and reviewed by County Counsel or the Board's General Counsel, applies only to the individual and position described, shall be filed in the contract file, and shall be reported to the Board at its next regular meeting.

(l) **Remedies.** A violation of subsection (g), (h), or (i) is a material breach. In addition to every remedy under Article 44, the Board may: (1) require the Sub-Recipient to terminate the employment or engagement immediately; (2) declare unallowable and recoverable under Article 45 all costs attributable to the individual's compensation, together with all costs of any award, procurement, or transaction in which the individual participated on behalf of the Board or of the Sub-Recipient; (3) declare the affected award, procurement, or transaction voidable at the Board's option; (4) terminate immediately under Article 53(d); and (5) refer the matter under Article 44(b)(12) and to the New Jersey Division of Local Government Services. Where the Board elects, the Sub-Recipient shall also pay liquidated damages equal to thirty-five (35) percent of the individual's first-year total compensation, the parties acknowledging that actual damages would be difficult to ascertain, that this sum is a reasonable estimate of the cost of recruiting, hiring, and training a replacement and of administering the resulting conflict, and that it is not a penalty. Liquidated damages under this subsection shall be paid from non-Federal funds and are not an allowable or allocable cost of the Award Funds. The Board shall document in the contract file the basis on which the percentage stated in this subsection was determined.

(m) **Flow-down and survival.** The Sub-Recipient shall include the substance of subsections (e) through (m) in every subaward and contract at every tier. These subsections survive expiration and termination of the Agreement Documents for the balance of the Restricted Period. If any portion is held unenforceable, it shall be reformed and enforced to the maximum extent permitted by law in accordance with Article 64.

ARTICLE 48. INSURANCE

(a) **General.** The Sub-Recipient shall procure and maintain, at its sole expense and for the entire term of the Agreement Documents, the insurance described in this Article, with insurers authorized to transact business in New Jersey and rated not lower than A- VII by A.M. Best. A certificate of insurance shall be filed with the Board before commencement of the work, and no Award Funds shall be disbursed before it is filed and accepted. The certificate shall contain a provision that the insurance afforded under the policies will not be cancelled without at least thirty days' prior written notice to the Board. The requirements of the general liability and automobile liability rows of the schedule at subsection (b) may be satisfied in whole or in part by excess or umbrella liability coverage. The insurance required by this Article is a minimum and does not limit the Sub-Recipient's obligations under Article 49.

Coverage	Minimum limits	Applies to
Workers' Compensation and Employers' Liability, complying with the laws of New Jersey or of such other jurisdiction as may be required	Workers' Compensation: statutory. Employers' Liability: not less than $1,000,000	All Sub-Recipients

Coverage	Minimum limits	Applies to
Commercial Automobile Liability. Where a vehicle of the Board or of the County is used in performance, the policy shall include hired and non-owned coverage for the operation of that vehicle	$2,000,000 combined single limit, bodily injury and property damage liability	Any Sub-Recipient operating a vehicle in performance or transporting participants
Commercial General Liability, including (a) premises and operations; (b) broad form blanket contractual liability; (c) independent contractors' coverage; (d) products and completed operations; (e) personal injury liability; and (f) broad form property damage	$2,000,000 combined single limit, bodily injury and property damage liability. Where a policy aggregate applies, $2,000,000 aggregate	All Sub-Recipients
Professional Liability, including technology errors and omissions	Not less than $2,000,000 each claim and not less than $2,000,000 in the aggregate	Where applicable to the services rendered under the Agreement Documents
Property Insurance on real property and equipment acquired or improved with Award Funds	Replacement cost, at not less than the equivalent coverage the Sub-Recipient provides for property it owns	Any Sub-Recipient holding real property or equipment acquired with Award Funds. Required by 2 CFR 200.310

(b) **Required policy provisions.** The certificate of insurance, or other evidence of coverage, shall reflect each of the following. (1) Additional insured. The following language, which the Board requires on every certificate of insurance provided by a party doing business with it, shall appear verbatim: "the Union County Board of County Commissioners, the Union County Workforce Development Board, its Board, officers, employees, agents, servants and the State of New Jersey are included as additional insured under the general liability policy. The general liability insurance coverage is provided on a primary, non-contributory basis, to the Union County Board of County Commissioners and the Union County Workforce Development Board et. al. Where applicable, a waiver of subrogation in favor of the above-named additional insured is to be included in those policies of insurance where permitted by law. Should any of the above-described policies be cancelled before their expiration dates, notice will be delivered in accordance with the policy provisions." (2) Primary and non-contributory. All coverage shall be provided on a primary and non-contributory basis to the Union County Board of County Commissioners and the Union County Workforce Development Board, its Board, officers, employees, agents, and servants. (3) Cancellation notice. Every certificate or evidence of insurance shall provide that thirty days' notice of cancellation, non-renewal, or material change will be given to each additional insured, and the words "endeavor to" and the words "failure to do so shall impose no obligation or liability of any kind whatsoever on the insurer, its agents or representatives" shall be stricken from the certificate. (4) Waiver of subrogation. A waiver of subrogation in favor of the Union County Board of County Commissioners and the Union County Workforce Development Board, its Board, officers, employees, agents, and servants shall be included on all policies except Workers' Compensation and Employers' Liability. (5) Per-location or per-project. Coverage shall apply on a per-location or per-project basis where the Sub-Recipient operates more than one site.

(c) **Claims-made coverage.** Where any required coverage is written on a claims-made basis, the retroactive date shall precede the commencement of services, and the Sub-Recipient shall maintain the coverage, or purchase an extended reporting period, for not less than three years following expiration or termination.

(d) **Evidence.** Before commencement of the work and before any Award Funds are disbursed, and thereafter within ten days of each renewal, the Sub-Recipient shall deliver to the Board certificates of insurance together

with copies of the additional insured, primary and non-contributory, and waiver of subrogation endorsements, and of any endorsement required for a coverage elected under subsection (i). A certificate of insurance alone is not sufficient evidence of the required endorsements. The Board may require complete certified copies of any policy.

(e) **Flow-down.** The Sub-Recipient shall require each Sub-Sub-Recipient and each Contractor performing services under the Agreement Documents to maintain coverage and endorsements consistent with this Article, appropriate to the scope and risk of that entity's work, and shall collect, retain, and make available to the Board evidence of that coverage.

(f) **Failure to maintain.** Failure to procure or maintain any required coverage is a material breach. In addition to any other remedy, the Board may withhold payment until compliant evidence is delivered, may procure the coverage and deduct the cost from amounts otherwise payable, or may suspend or terminate the award.

(g) **Deductibles and retentions.** Deductibles and self-insured retentions exceeding TWENTY-FIVE THOUSAND DOLLARS ($25,000) shall be disclosed in writing and are subject to the Board's approval. Where a deductible or self-insured retention exceeds that amount, the Sub-Recipient shall furnish evidence satisfactory to the Board of its financial capacity to fund the retention, and the Board may condition its approval upon the posting of security. All deductibles and retentions are the sole responsibility of the Sub-Recipient.

(h) **Not a limitation.** The insurance required by this Article is a minimum requirement and does not limit, and shall not be construed to limit, the Sub-Recipient's liability or its obligations under Article 49.

(i) **Additional coverages required by program or by risk.** In addition to the coverages at subsection (b), the Board may require any of the following where the program, the population served, or the Board's risk assessment under Article 43 warrants, and shall state the requirement in the Sub-award Agreement Contract or in a written notice. (1) Sexual Abuse and Molestation Liability, as a separate policy or by endorsement removing any abuse or molestation exclusion, which the Sub-Recipient shall carry in every case in which Article 70 applies. (2) Crime or Employee Dishonesty coverage, including third-party coverage and coverage for funds held on behalf of others, which the Sub-Recipient shall carry in every case, in an amount not less than the largest single monthly voucher submitted under the Agreement Documents; this coverage satisfies the fidelity requirement at Article 47(d). (3) Cyber Liability and Privacy Liability, including network security, privacy liability, regulatory defense and penalties, breach response and notification costs, forensic investigation, and credit monitoring, where the Sub-Recipient creates, receives, maintains, or transmits Participant Information. (4) Employment Practices Liability, including discrimination, harassment, retaliation, and wrongful termination, with third-party coverage extending to participants and other non-employees. A coverage elected under this subsection is subject to subsections (b) through (h) to the same extent as a coverage required by subsection (b).

ARTICLE 49. LIABILITY, DEFENSE, AND INDEMNIFICATION

(a) **Tort Claims Act.** The Agreement Documents are subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., which applies to the County as a local public entity under N.J.S.A. 59:8-2. Claims sounding in contract are governed by the common law of New Jersey, consistent with N.J.S.A. 59:1-4. Neither the County nor the Board carries public liability insurance; liability for tort claims against them and their employees is governed by the Tort Claims Act.

(b) **Indemnity.** To the fullest extent permitted by law, the Sub-Recipient shall indemnify, defend, and hold harmless the Protected Parties from and against any and all claims, demands, actions, causes of action, suits, administrative proceedings, investigations, liabilities, losses, damages, judgments, awards, settlements, fines, penalties, sanctions, disallowances, repayment obligations, interest, costs, and expenses of every kind, including reasonable attorneys' fees, expert fees, and the costs of investigation and defense, to the extent caused by, arising out of, resulting from, or alleged to be caused by, in whole or in part, any act, omission,

negligence, recklessness, willful misconduct, breach of the Agreement Documents, or violation of law by the Sub-Recipient or by any of its officers, directors, employees, agents, volunteers, Contractors, subcontractors, Sub-Sub-Recipients, or worksite hosts. This obligation applies to a claim caused in part by the negligence of a Protected Party, subject to the savings provision at subsection (g); the parties expressly intend that the Sub-Recipient's obligation extend to that portion of any loss attributable to the concurrent negligence of a Protected Party.

(c) **Categories of claim.** Without limiting subsection (b), the obligations of this Article extend to claims arising from or relating to: (1) bodily injury, personal injury, sickness, disease, emotional distress, or death, including of participants, employees, and members of the public; (2) damage to, loss of, or loss of use of real or personal property; (3) discrimination, harassment, retaliation, or denial of equal opportunity, including any claim arising under Section 188 of the Workforce Innovation and Opportunity Act, 29 CFR Part 38, Title VI or Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Genetic Information Nondiscrimination Act, or the New Jersey Law Against Discrimination; (4) any breach, unauthorized access to, unauthorized disclosure of, loss of, or misuse of Participant Information, including all costs of forensic investigation, legally required notification, credit monitoring, regulatory response, other forms of incident mitigation, and remediation; (5) wages, hours, benefits, worker classification, or employment status, including claims arising under the Fair Labor Standards Act or New Jersey wage and hour law and claims asserting that any Protected Party is a joint employer of any individual; (6) infringement or misappropriation of any patent, copyright, trademark, trade secret, or other intellectual property right; (7) violation of any Federal, State, or local law, regulation, policy, or directive applicable to the Award Funds or to the activities funded by them; and (8) any cost disallowance, questioned cost, audit finding, sanction, penalty, interest charge, or repayment obligation assessed against or incurred by any Protected Party and attributable to the acts, omissions, records, or costs of the Sub-Recipient or of any Sub-Sub-Recipient or Contractor of the Sub-Recipient.

(d) **Duty to defend.** The duty to defend is independent of, and broader than, the duty to indemnify. It arises upon tender of a claim, applies whether or not the claim is groundless, false, or fraudulent, and continues until the claim is finally resolved. Defense counsel shall be reasonably acceptable to the Protected Parties. The Sub-Recipient shall not consent to the entry of any judgment, release or enter into any settlement that imposes any obligation, admission, or restriction upon a Protected Party without that party's prior written consent. A Protected Party may, at its own expense, participate in the defense of any claim with counsel of its own selection.

(e) **Insurance not a limitation.** The obligations of this Article are not limited by, and shall not be construed to be limited by, the amount, scope, or availability of any insurance required under Article 48 or otherwise carried by the Sub-Recipient or a Protected Party.

(f) **Charitable immunity not a defense to contractual obligations.** The obligations of this Article and of Article 48 are contractual obligations voluntarily assumed by the Sub-Recipient in consideration of the award, and are not tort obligations owed to a beneficiary of the Sub-Recipient. The immunity conferred by the New Jersey Charitable Immunity Act, N.J.S.A. 2A:53A-7 et seq., does not apply to an action upon contract, and the Sub-Recipient shall not assert that immunity, or any comparable immunity of any jurisdiction, as a bar or affirmative defense to any claim arising under this Article or under Article 48, and for the purposes of the engagement under this Agreement any such immunity is deemed to be waived. The Sub-Recipient shall cause each policy of insurance required under Article 48 to be endorsed so that no such immunity is asserted by the insurer as a bar to coverage for the benefit of the Protected Parties. Nothing in this subsection enlarges the Sub-Recipient's liability in tort to any person to whom it renders service.

(g) **Savings.** Nothing in this Article shall be construed to require the Sub-Recipient to indemnify a Protected Party against loss caused by that Protected Party's sole negligence or willful misconduct. If any portion of this

Article is held to be unenforceable, that portion shall be reformed and the remainder enforced to the maximum extent permitted by law.

(h) **Survival.** The obligations of this Article survive the expiration, termination, or closeout of the Agreement Documents with respect to any liability, loss, expense, or damage arising from acts or omissions occurring before the effective date of expiration or termination.

ARTICLE 50. INDEPENDENT CONTRACTOR; NO AGENCY; USE OF NAME AND PUBLIC COMMUNICATIONS

(a) **Independent contractor.** The Sub-Recipient is an independent contractor. Nothing in the Agreement Documents creates or shall be construed to create a relationship of employer and employee, principal and agent, partnership, joint venture, or joint employment between any Protected Party and the Sub-Recipient or any of its officers, employees, agents, volunteers, Contractors, Sub-Sub-Recipients, or participants.

(b) **No authority to bind.** The Sub-Recipient has no authority, express or implied, to bind, obligate, or make any representation on behalf of any Protected Party, and shall not hold itself out as having that authority. The Sub-Recipient shall not represent that any Protected Party endorses, sponsors, guarantees, or is responsible for any product, service, statement, or obligation of the Sub-Recipient.

(c) **Personnel.** All personnel engaged in performance are employees or contractors of the Sub-Recipient and not of any Protected Party. The Sub-Recipient shall secure at its own expense all personnel necessary to perform, all of whom shall be fully qualified and licensed, and is solely responsible for their recruitment, supervision, direction, compensation, benefits, taxes, withholding, workers' compensation, and discipline.

(d) **Use of name and marks.** The Sub-Recipient shall not use the name, seal, logo, or other mark of the County, the Union County Board of County Commissioners, or the Board, or the American Job Center name or marks, in any press release, publication, advertisement, website, social media communication, solicitation, proposal, or other public communication, without the prior written approval of the Board. Approval of one use is not to be deemed an approval of any other use.

(e) **Federal funding disclosure.** All statements, press releases, publications, requests for proposals, bid solicitations, and other documents describing a program funded in whole or in part with Award Funds shall state the percentage and dollar amount of the total cost of the program financed with Federal funds and the percentage and dollar amount financed by non-governmental sources, as required by the Stevens Amendment, and shall include an acknowledgment substantially as follows: "This [project, publication, program, or website] [is or was] supported by the United States Department of Labor, the New Jersey Department of Labor and Workforce Development, the Union County Board of County Commissioners, and the Union County Workforce Development Board under the Workforce Innovation and Opportunity Act as part of a financial assistance award totaling [total dollar amount of the award], with [percentage] funded by WIOA and [dollar amount] with [percentage] funded by non-governmental sources." The dollar amounts and percentages to be inserted in the acknowledgment are those stated in the Sub-award Agreement Contract; consistent with Article 1(c), they are not stated in this instrument.

(f) **Equal opportunity taglines.** All recruitment materials, program materials, and public notices shall include the statements required by Article 14(c).

(g) **Cessation on termination.** Upon expiration or termination, the Sub-Recipient shall immediately cease all use of the names and marks identified in subsection (d) and shall remove them from all signage, materials, and electronic properties within fifteen days.

ARTICLE 51. AVAILABILITY OF FUNDS

(a) **Condition.** The initial provision and the continuation of funding under the Agreement Documents are expressly conditioned upon the availability to the Board of funds appropriated, allocated, obligated, and made available for the purpose by the United States Congress, the New Jersey Legislature, the United States Department of Labor, the New Jersey Department of Labor and Workforce Development, the New Jersey Department of Human Services, and the County.

(b) **Reduction, suspension, or termination.** Where funds are not appropriated, or are rescinded, sequestered, impounded, de-obligated, reallocated, reduced, or otherwise modified, conditioned, suspended, or delayed, from any cause and at any level of government, or where a lapse in appropriations interrupts the availability of funds, the Board may proportionally reduce, suspend, or terminate the award, in whole or in part, upon written notice.

(c) **Not a breach.** No action under subsection (b) constitutes a breach of the Agreement Documents by any Protected Party or an event of default, and no Protected Party shall be liable for any resulting damages, for lost anticipated profits, for unrecovered overhead, or for costs, fees, interest or penalties or any kind whatsoever incurred after the date of notice.

(d) **Duty to mitigate.** Upon receipt of notice under subsection (b) the Sub-Recipient shall promptly cease incurring costs, shall cancel outstanding obligations to the extent it may do so without penalty, and shall take all reasonable steps to minimize costs.

(e) **No commitment beyond the award.** Nothing in the Agreement Documents shall be construed as a commitment by any Protected Party to expend funds beyond the period of performance or beyond the amounts actually obligated to the Board. Future funding shall not be anticipated beyond the duration of the award period.

(f) **Reallocation among sub-recipients.** The Board and the Union County Board of County Commissioners reserve the right to transfer funding among existing sub-recipients to ensure efficient program performance. Any such transfer shall be communicated in writing and may include the termination or modification of the corresponding purchase order.

ARTICLE 52. MODIFICATIONS

(a) **Written modifications only.** Modifications to the Agreement Documents shall be made only in accordance with the procedures the Board prescribes at the time of submission and only through a written modification executed by authorized representatives of both parties, except as provided at Article 4(c) and Article 21(b).

(b) **Budget line items.** The Sub-Recipient shall submit a written modification for approval and confirm receipt of written Board approval, before changing any budget line item, in accordance with Article 20(c).

(c) **Incorporation.** All modifications shall be appended to and become part of the Agreement Documents.

(d) **Board-directed changes.** The Board may require changes or modifications of a substantive nature to the scope of services. Where mutually agreed, including any increase or decrease in compensation, such changes shall be incorporated by written amendment.

ARTICLE 53. TERMINATION

(a) **Termination for convenience by the Board.** The Board may terminate the Agreement Documents in whole or in part, for any reason or no reason, upon THIRTY (30) CALENDAR DAYS prior written notice. The Sub-Recipient shall be entitled to payment for services satisfactorily performed and allowable costs properly incurred through the effective date of termination, and to no other compensation. The Sub-Recipient shall not be entitled to anticipated profit, unrecovered overhead, or costs incurred after receipt of notice other than

reasonable and necessary wind-down costs approved in advance in writing. Nothing in this subsection limits the right of the Board to terminate immediately under subsection (d) or upon loss of funding under subsection (e), neither of which requires prior notice of any period.

(b) **Termination for convenience by the Sub-Recipient.** The Sub-Recipient may terminate for convenience only with the prior written consent of the Board and upon not less than ninety calendar days' prior written notice. Consent may be withheld where termination would disrupt services to enrolled participants, and shall in all events be conditioned upon the Sub-Recipient's performance of its obligations under Article 54.

(c) **Termination for cause.** Where the Sub-Recipient fails to provide the services specified, fails to comply with any provision of the Agreement Documents, fails to make sufficient progress so as to endanger performance, or otherwise breaches the Agreement, the Board shall give written notice describing the deficiency. The Sub-Recipient shall have ten business days to submit a corrective action plan acceptable to the Board and such further period as the Board specifies to complete the corrective action. If the Sub-Recipient does not submit an acceptable plan within the period allowed, or fails to perform under an accepted plan, the Board may terminate upon written notice effective on the date stated in the notice. This subsection states the notice and cure procedure applicable to every termination for cause and governs over any provision of another Agreement Document that makes notice of deficiency or an opportunity to cure discretionary. No notice and no opportunity to cure is required for a termination under subsection (d).

(d) **Immediate termination.** The Board may terminate immediately, without opportunity to cure, upon written notice, upon any of the following: (1) fraud, theft, embezzlement, misappropriation, or a material misrepresentation in the application or in any report or voucher; (2) the debarment, suspension, or proposed debarment of the Sub-Recipient or any Principal, or its appearance in the exclusions maintained in the System for Award Management; (3) indictment or conviction of the Sub-Recipient or any Principal for an offense involving fraud, dishonesty, or the administration of public funds; (4) insolvency, bankruptcy, receivership, assignment for the benefit of creditors, or cessation of operations; (5) loss of any license, certification, accreditation, or tax-exempt status necessary to perform; (6) a health or safety condition presenting a risk to participants or staff that is not remedied immediately upon notice; (7) failure to maintain the insurance required by Article 48; (8) a violation of Article 9; or (9) any breach not susceptible of cure.

(e) **Termination or reduction on loss of funding.** The Board may terminate, suspend, or proportionally reduce the award immediately upon written notice as provided at Article 51.

(f) **Effect.** Termination does not relieve the Sub-Recipient of liability for costs previously or subsequently disallowed, for breaches occurring before termination, or for the obligations identified at Article 62. The Sub-Recipient shall comply with Article 54 upon termination for any reason.

(g) **Suspension.** The Board may suspend the award in whole or in part under Article 44(b)(8) as an alternative to termination. During suspension the Sub-Recipient shall not incur new obligations chargeable to the Award Funds except as the Board expressly authorizes, and costs incurred during suspension are allowable only as permitted by 2 CFR 200.343.

(h) **Termination by mutual agreement.** The Agreement Documents may be terminated in whole or in part by the mutual written agreement of the parties. Any such agreement shall state the effective date of termination and the basis for settlement of amounts due, and shall not relieve the Sub-Recipient of any obligation under Article 54 or Article 55.

ARTICLE 54. TRANSITION AND CLOSE-DOWN ASSISTANCE

(a) **Obligations on expiration or termination.** Upon expiration or termination of the Agreement Documents for any reason, the Sub-Recipient shall: (1) continue to deliver services to enrolled participants without interruption or diminution through the effective date; (2) cooperate fully in the orderly transfer of participants, services, and information to the Board or to a successor provider the Board designates; (3) deliver to the Board

or to the successor provider, within fifteen (15) calendar days of the effective date, all participant files, case notes, eligibility documentation, individual service strategies and individual responsibility plans, assessment results, supportive service records, and all other program records, in the form the Board specifies; (4) complete all data entry in AOSOS through the effective date; (5) deliver all final financial, programmatic, and performance reports and the closeout package; (6) account for and deliver or dispose of all property acquired with Award Funds as the Board directs; (7) deliver all work product, curricula, and materials in which the Board holds rights; and (8) return or certify destruction of Participant Information not required to be retained, in accordance with Article 38(g).

(b) **Transition assistance.** The Sub-Recipient shall, if the Board so requests, provide transition assistance for a period of up to ninety days beyond the effective date, including making staff available for consultation, briefing successor personnel, and responding to inquiries. Transition assistance shall be reimbursed at documented actual allowable cost, without fee, subject to the availability of funds.

(c) **Retention unaffected.** Records that the Sub-Recipient is required to retain under Article 37 remain subject to that Article notwithstanding delivery of copies under subsection (a).

(d) **Specific performance.** The obligations of this Article survive termination and are enforceable by specific performance, the parties acknowledging that damages would be an inadequate remedy for a failure to transition services to participants.

ARTICLE 55. CONTRACT CLOSEOUT

(a) **Definitions.** Closeout is the process by which the Board determines that all applicable administrative actions and all required work of the award have been completed. The date of completion is the date by which all activities are completed, or the expiration date in the award document or any amendment to it.

(b) **Final invoices.** The Sub-Recipient shall submit all final invoices for goods or services provided, or for obligations incurred, during the period of performance within THIRTY (30) CALENDAR DAYS of the end of the period of performance or of termination. Consistent with UCWDB Closeout Policy UCWDB-2026-312, Section 3.3, the Board will not accept an invoice or payment claim submitted after that date unless the expense was committed before the end of the period of performance and is documented with the prior written approval of the Director of the Board.

(c) **Closeout package.** The Sub-Recipient shall forward a complete closeout package to the Board within FORTY-FIVE (45) CALENDAR DAYS of the end of the period of performance or of termination, on the forms the Board supplies, unless the Board extends the period in writing. The closeout package shall include the final financial report, the final program performance report, an equipment inventory certification, a schedule of any obligations outstanding as of the end of the period of performance, and every other item required by UCWDB Closeout Policy UCWDB-2026-312.

(d) **Basis of the closeout deadlines.** The deadlines stated at subsections (b) and (c) are the earlier dates agreed upon by the parties for purposes of 2 CFR 200.344(c) and UCWDB Closeout Policy UCWDB-2026-312, Section 3.2. Liquidation of all financial obligations remains subject to the outer limit of ninety (90) calendar days after the conclusion of the period of performance stated at 2 CFR 200.344(b) and (c) and at Article 28(a). Where UCWDB Closeout Policy UCWDB-2026-312, the Sub-award Agreement Contract, or the Scope of Work states an earlier deadline for a closeout submission, the earlier deadline governs.

(e) **Refund of unexpended funds.** Together with the closeout package, the Sub-Recipient shall refund to the Board all unexpended funds and unobligated cash advances, except sums the Board has authorized in writing to be retained.

(f) **Adjustments.** Within the limits of the award amount, the Board may make settlement for upward or downward adjustments of costs after final reports are received.

(g) **Disallowed costs.** The Sub-Recipient is responsible for costs found to be disallowed, including those of any Sub-Sub-Recipient or Contractor, and the Board retains the right to recover them under Article 45 even where a final audit has not been performed before closeout.

(h) **Property.** The Sub-Recipient shall account for all property received from the Board or acquired with Award Funds, including property received or acquired by any Sub-Sub-Recipient or Contractor.

(i) **Board determination.** The Board shall complete its closeout review and issue final determinations within one year of the end of the period of performance. The Board undertakes that period as a matter of its own policy; the one-year period stated at 2 CFR 200.344(h) is directed to the Federal awarding agency. Closeout does not affect the Board's right to make post-closeout adjustments under 2 CFR 200.346 or to exercise any right under Article 45.

ARTICLE 56. DISPUTES; GOVERNING LAW; VENUE

(a) **Administrative resolution first.** The Sub-Recipient shall attempt to resolve disputes arising from the Agreement Documents by administrative process and negotiation in lieu of litigation, and shall continue to perform while any dispute is pending.

(b) **Board determination.** A dispute not settled by informal means shall be decided by the Board, which shall reduce the decision to writing and furnish a copy to the Sub-Recipient. The Sub-Recipient shall be afforded an opportunity to be heard and to offer evidence in support of its position. Pending final decision, the Sub-Recipient shall proceed diligently with performance.

(c) **Non-exclusive.** The dispute resolution mechanism described in this Article is not exclusive. Each party preserves all rights in law and equity to pursue any claim that may arise, and the Protected Parties preserve every remedy under Articles 44 and 45.

(d) **Governing law and venue.** The Agreement Documents shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey, without regard to its conflict of laws principles. The parties consent to the exclusive jurisdiction and venue of the Superior Court of New Jersey, Union County vicinage, or of the United States District Court for the District of New Jersey, Newark vicinage, where Federal jurisdiction exists, and waive any objection based on forum non conveniens.

ARTICLE 57. FORCE MAJEURE

(a) **Excused performance.** Neither party is liable for a failure or delay in performance to the extent the failure or delay arises from a cause beyond its reasonable control and without its fault or negligence, including acts of God, fire, flood, unusually severe weather, epidemic, pandemic, public health emergency, quarantine restriction, act of terrorism, civil disturbance, war, freight embargo, or a cyber incident originating with a third party notwithstanding the maintenance of the safeguards required by Article 38.

(b) **Notice and mitigation.** The affected party shall notify the other in writing immediately upon becoming aware of the cause, describing the cause, its effect on performance, and the anticipated duration, shall provide written updates at intervals of not more than fifteen days, and shall use commercially reasonable efforts to resume performance and to mitigate the effect.

(c) **Exclusions.** A lack of funds, a failure to obtain or maintain insurance, an act or omission of a Contractor or Sub-Sub-Recipient that is not itself excused, and a labor dispute confined to the affected party's own workforce are not events of force majeure.

(d) **Extended suspension.** Where performance is suspended by force majeure for more than sixty days, the Board may terminate under Article 53 without liability beyond payment for allowable costs incurred through the date of termination.

(e) **Obligations not excused.** Force majeure does not excuse any obligation under Articles 37, 38, 45, or 49.

ARTICLE 58. LITIGATION COOPERATION, PUBLIC RECORDS, AND CONFIDENTIALITY

(a) **Litigation cooperation.** Where any Protected Party becomes involved in any litigation, arbitration, administrative proceeding, audit, or investigation concerning or relating in any way to the procurement or performance of the services to be performed under the Agreement Documents, whether during or after the period of performance, the Sub-Recipient shall make its officers, board members, agents, representatives, consultants and employees available to consult, assist, and cooperate, and shall produce records, data and information, to the extent requested. This obligation survives termination.

(b) **Public records.** The Sub-Recipient acknowledges that records relating to the Agreement Documents may be subject to the New Jersey Open Public Records Act and the common law right of access. The Sub-Recipient shall cooperate promptly with any request received by a Protected Party, shall identify at the time of submission any material it contends is exempt from disclosure and the basis of the claimed exemption, and shall be solely responsible for the defense of any such claim, including reimbursement of the Protected Parties' costs and attorneys' fees where a Protected Party is required to defend a designation the Sub-Recipient has asserted. A designation by the Sub-Recipient is not binding on any Protected Party.

(c) **Confidentiality.** The Sub-Recipient shall hold in confidence all non-public information of the Protected Parties and all Participant Information, shall use it solely for the purposes of the Agreement Documents, and shall not disclose it except as required by law or as authorized by the Board or other affected Protected Party in writing. Documentation whose premature disclosure would be detrimental to the Board shall remain confidential and shall be released only to authorized personnel, consistent with the Open Public Records Act and the Open Public Meetings Act. This obligation survives termination.

ARTICLE 59. ASSIGNMENT AND CHANGE OF CONTROL

(a) **Assignment.** The Sub-Recipient shall not assign, transfer, convey, pledge, or encumber the Agreement Documents or any right or obligation under them, in whole or in part, whether voluntarily, by operation of law, or otherwise, without the prior written consent of the Board. Any purported assignment without consent is void.

(b) **Change of control.** The Sub-Recipient shall give the Board not less than thirty days' prior written notice of any merger, consolidation, reorganization, sale of substantially all assets, change in corporate form, change in control, or change in the composition of a majority of its governing board, and shall provide such information as the Board reasonably requests. The Board may condition its continued performance upon reasonable assurances, may designate the Sub-Recipient high risk under Article 43, or may terminate under Article 53.

(c) **No relief.** No assignment, subcontract, or subaward relieves the Sub-Recipient of any obligation, and the Sub-Recipient remains fully responsible for the acts and omissions of every Sub-Sub-Recipient and Contractor.

ARTICLE 60. NOTICES

(a) **Form and address.** Every notice, demand, request, consent, approval, or other communication required or permitted under the Agreement Documents shall be in writing and shall be delivered to the addresses stated in the Sub-award Agreement Contract, or to such other address as a party designates by notice given in accordance with this Article.

(b) **Deemed receipt.** Notice is deemed given upon personal delivery; on the third business day after deposit in the United States mail, registered or certified, return receipt requested, postage prepaid; on the next business day after deposit with a nationally recognized overnight courier; or on the date of transmission if sent by electronic mail to the address designated for that purpose, provided that any notice of default, suspension,

termination, disallowance, or demand for repayment sent by electronic mail shall also be sent by one of the other methods stated in this subsection.

(c) **Designated contacts.** The Sub-Recipient shall designate in writing at execution a primary contact and an alternate authorized to receive notices and to act for the Sub-Recipient, and shall notify the Board within five business days of any change.

(d) **No waiver of process.** Notice given under this Article does not waive service of summons or process.

ARTICLE 61. NO THIRD-PARTY BENEFICIARIES

(a) **General.** The Agreement Documents are made solely for the benefit of the parties and, as expressly provided, the Protected Parties. No participant, applicant, employer, Contractor, Sub-Sub-Recipient, employee, or other person or entity is an intended or incidental third-party beneficiary, and no such person or entity acquires any right, claim, or cause of action under the Agreement Documents.

(b) **Rights preserved.** Nothing in this Article limits, waives, or impairs any right of a participant or applicant to file a complaint, grievance, or appeal, or to seek review, under 20 CFR 683.600, 29 CFR Part 38, N.J.A.C. 10:90, or any other applicable Federal or State law, all of which rights are expressly preserved.

ARTICLE 62. SURVIVAL

The following obligations survive the expiration, termination, cancellation, or closeout of the Agreement Documents and remain enforceable until fully performed or until the expiration of the applicable period of limitations, whichever is later: Article 11 (mandatory disclosures as to matters arising during the term); Article 19 (annual financial reporting for the final fiscal year); Article 35 (monitoring and audit); Article 36 (audit requirements); Article 37 (records, retention, and access); Article 38 (data protection and breach notification); Article 40 (property and intellectual property); Article 45 (recovery of disallowed costs, set-off, and repayment); Article 47(e) through (m) (non-solicitation and non-employment of Board and County personnel, for the balance of the Restricted Period); Article 48 (insurance, including any extended reporting period); Article 49 (liability, defense, and indemnification); Article 50(g) (cessation of use of marks); Article 54 (transition and close-down assistance); Article 55 (closeout); Article 56 (disputes, governing law, and venue); Article 58 (litigation cooperation, public records, and confidentiality); and any other provision that by its nature is intended to survive.

ARTICLE 63. ENTIRE AGREEMENT; AMENDMENT; WAIVER; CUMULATIVE REMEDIES

(a) **Entire agreement.** The Agreement Documents constitute the entire agreement between the parties with respect to their subject matter and supersede all prior and contemporaneous proposals, negotiations, representations, understandings, and communications, whether oral or written. No representation not contained in the Agreement Documents has been relied upon.

(b) **Amendment.** No amendment or modification is effective unless in writing and executed by an authorized representative of each party, except that changes required by Federal or State law, regulation, or directive, and transmittals expressly authorized by the Agreement Documents, take effect as provided at Article 4 and Article 21(b).

(c) **Waiver.** No provision is waived and no breach is consented to unless the waiver or consent is in writing and signed by the party against whom it is asserted. No failure or delay by any Protected Party in exercising any right, and no course of dealing or course of performance, operates as a waiver of that right or of any other right. Acceptance of a voucher, report, deliverable, or performance that does not conform to the Agreement Documents is not a waiver of the right to require conformity thereafter and is not a waiver of any claim arising from the non-conformity. The waiver of a provision shall not operate as a waiver of the provision itself nor as

consent to any subsequent breach. A waiver or breach of any term condition or covenant by either party shall not constitute a waiver or breach of any other term, condition or covenant.

(d) **Cumulative remedies.** All rights and remedies of the Protected Parties under the Agreement Documents are cumulative and are in addition to every other right or remedy available at law or in equity. The election of one remedy does not preclude the exercise of any other.

ARTICLE 64. SEVERABILITY

If any provision of the Agreement Documents is finally adjudicated to be unlawful or unenforceable by a court of competent jurisdiction, the Agreement Documents shall be construed as if the unlawful or unenforceable provision had not been contained in them, the remaining provisions shall be enforced fully according to their terms, and the unlawful or unenforceable provision shall be reformed to the minimum extent necessary to render it enforceable and to give effect to the intent of the parties. Severance of any provision does not relieve the Sub-Recipient of liability to the Protected Parties for damages sustained by reason of any breach.

ARTICLE 65. COUNTERPARTS AND ELECTRONIC SIGNATURE

The Agreement Documents may be executed in counterparts, each of which is an original and all of which together constitute one instrument. Signatures delivered by electronic transmission, and electronic signatures applied in accordance with the New Jersey Uniform Electronic Transactions Act, N.J.S.A. 12A:12-1 et seq., have the same force and effect as original signatures.

PART FIVE — PROGRAM-SPECIFIC PROVISIONS

Each Article of this Part applies of its own force to the funding stream it identifies. No election, selection, or attachment is required for an Article of this Part to operate, and no Article of this Part imposes any obligation where the condition stated in its first subsection is not met. This instrument is issued to every Sub-Recipient in identical and complete form. The certification and execution provisions follow at Part Six.

ARTICLE 66. WIOA TITLE I AND NJWINS CERTIFICATIONS

(a) Application. This Article applies where any WIOA Title I Adult, Dislocated Worker, or Youth funds are awarded, and applies of its own force without election or attachment.

As a condition of the award of WIOA Title I funds, the Sub-Recipient certifies and assures compliance with all applicable New Jersey Workforce Innovation Notices and Workforce Directives issued by the New Jersey Department of Labor and Workforce Development, and with each of the following. Citations to specific directives shall be read as referring to those directives as amended or superseded.

A-1. Supportive Services Policy

Will implement a supportive services policy consistent with 20 CFR 680.900 through 680.970 and applicable NJWINS guidance, including a published list of available supportive services; eligibility criteria including the applicable low-income definitions; limits on amount and duration with a documented exception procedure; documentation requirements in AOSOS; and procedures for needs-related payments where offered.

A-2. Individual Training Accounts

Will comply with Individual Training Account policy under 20 CFR 680.210 and 680.300 through 680.340 and applicable Federal and State guidance, including total cost and duration limits; authorization procedures; payment schedules; eligibility of out-of-school youth ages 16 through 24 for Youth Individual Training Accounts; use of the State Eligible Training Provider List; informed consumer choice; and denial and appeal procedures consistent with 20 CFR 683.600.

A-3. Priority of Service

Will identify, document, and track priority of service status consistent with 20 CFR 680.600 and applicable Federal and State guidance, including the statutory priority for recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient; veterans' priority of service under 38 U.S.C. 4215; and recording of priority status in AOSOS sufficient to demonstrate attainment of the applicable priority-population target.

A-4. Selective Service Verification

Will verify Selective Service registration as required by applicable Federal and State guidance, and will maintain documentation supporting any determination that a failure to register by a male age 26 or older was not knowing and willful.

A-5. Follow-Up Services

Will provide follow-up services consistent with 20 CFR 678.430(c) and 20 CFR 680.150(c) and applicable State guidance, at a minimum frequency of quarterly contact for Adult and Dislocated Worker participants and monthly

contact for Youth participants, for twelve months following exit, with documentation in AOSOS and a written procedure governing participant opt-out.

A-6. Youth Program Elements

Will provide in-school and out-of-school youth ages 16 through 24 with all fourteen program elements required under Section 129(c)(2) of the Workforce Innovation and Opportunity Act and 20 CFR 681.460, directly or through an authorized partner or Sub-Sub-Recipient; will provide career guidance, supportive services, and quality occupational, vocational, or career training; will track and document each participant's progress through the approved Individual Service Strategy; and will provide follow-up services as required by Section A-5.

A-7. Youth Work Experience Expenditure

Will expend not less than twenty percent of Youth formula funds on work experience activities consistent with 20 CFR 681.590, including summer and year-round employment, pre-apprenticeship, internships and job shadowing, and on-the-job training, and will track and report the expenditure separately.

A-8. Work-Based Training

Will comply with work-based training requirements under 20 CFR 680.700 through 680.730 and applicable State guidance, including on-the-job training reimbursement rates within the permitted range and duration limits, incumbent worker training employer contribution requirements, written training agreements specifying skills to be acquired, and prohibition of training for occupations excluded by law or policy.

A-9. Youth Incentive Payment Controls

Will implement youth incentive payment controls consistent with 20 CFR 681.640 and 2 CFR 200.303(a), including that incentives are tied to recognized achievement documented in the Individual Service Strategy; written policy establishing amounts and criteria; inventory and reconciliation controls for cash equivalents and gift cards with segregation of duties; participant acknowledgment of receipt; and prohibition of incentives for entertainment or for activities not permitted under the Act.

A-10. Complaint and Grievance Procedures

Will comply with the Board's complaint and grievance procedures and with 20 CFR 683.600 and applicable State guidance, including notification of grievance rights at enrollment, opportunity to present the case within thirty days of filing, written decision within sixty days of filing, opportunity for appeal, and binding arbitration for labor standards violations, as further provided at Article 46.

A-11. AOSOS Data Entry Timeliness

Will enter all participant data into AOSOS on an ongoing basis and in no event later than three business days from the date of service delivery, consistent with Article 22(c) and applicable State guidance.

A-12. Administrative Cost Cap and Cost Allocation

Will comply with the ten percent administrative cost cap under Section 128(b)(4) of the Workforce Innovation and Opportunity Act and applicable State guidance, and will apply the cost allocation methodology the Board prescribes, including any first-in-first-out methodology the Board directs.

A-13. Fraud and Program Abuse Reporting

Will report suspected fraud, program abuse, or criminal misconduct consistent with 20 CFR 683.620 and applicable State guidance, within the required timeframes, to the Board and to the New Jersey Department of Labor and Workforce Development, in addition to the obligations at Articles 11(a) and 35(g).

A-14. Protection of Personally Identifiable Information

Will implement safeguards to protect participant personally identifiable information consistent with 20 CFR 683.220 and applicable State guidance, and will comply in all respects with Article 38.

A-15. Competitive Procurement

Will follow the competitive procurement standards at 2 CFR 200.317 through 200.327 and applicable State guidance, and will comply in all respects with Article 39.

A-16. Records Retention

Will retain Federal WIOA program records for three years from the date of submission of the final expenditure report consistent with 2 CFR 200.334, and State contract documentation for five years from final payment consistent with N.J.A.C. 19:70-2.2, as further provided at Article 37.

A-17. Eligibility Determination and Documentation

Will determine and document participant eligibility in accordance with Sections 132 and 134 of the Workforce Innovation and Opportunity Act, 20 CFR Part 680, and applicable State eligibility and documentation guidance, will maintain source documentation in the participant file, and acknowledges that costs associated with ineligible participants are subject to disallowance under Article 45.

A-18. Sanctions Acknowledgment

Acknowledges that non-compliance with WIOA requirements may result in sanctions under applicable State guidance and N.J.A.C. 12:42-3, including corrective action requirements, cost disallowance, fund recovery, and decertification, in addition to any remedy under Article 44.

A-19. Prohibited Uses of Funds

Will not use Award Funds in violation of Section 181(b) of the Workforce Innovation and Opportunity Act, 29 U.S.C. 3241(b), and 20 CFR 683.255 and 683.270. Specifically, the Sub-Recipient will not: place a participant in a position that displaces a currently employed employee, including a partial displacement such as a reduction in hours of non-overtime work, wages, or employment benefits; use Award Funds to assist, promote, or deter union organizing; use Award Funds to employ or train a participant in sectarian activities; use Award Funds for a participant in the construction, operation, or maintenance of any part of a facility used or to be used for sectarian instruction or religious worship; or use Award Funds for an activity that would interfere with or replace the regular academic requirements of an eligible youth who is not a dropout.

ARTICLE 67. WORK FIRST NEW JERSEY AND TANF

(a) Application. This Article applies where any Work First New Jersey, Temporary Assistance for Needy Families, or General Assistance funds are awarded, and applies of its own force without election or attachment.

As a condition of the award of Work First New Jersey funds, the Sub-Recipient certifies and assures compliance with the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, 45 CFR Parts 260 through 265, N.J.A.C. 10:90, and all directives of the New Jersey Department of Human Services and the New Jersey Department of Labor and Workforce Development governing Work First New Jersey, and with each of the following.

B-1. Countable Work Activities

Will engage participants only in activities that are countable work activities as defined at 45 CFR 261.30 through 261.31 and N.J.A.C. 10:90-4, will observe the distinction between core and non-core activities and the applicable minimum weekly hours, will count only actual hours of participation, and will ensure that every activity used to satisfy a work requirement is supervised on an ongoing basis and not less frequently than daily.

B-2. Work Participation Rate Documentation

Will collect, verify, and report the data elements necessary to support the State's work participation rate, on the schedule and in the format the State requires, using the State's designated timekeeping system; will document excused absences and holidays within permitted limits; and acknowledges that hours not documented in accordance with 45 CFR 261.60 through 261.63 may not be counted and that associated costs may be disallowed.

B-3. Individual Responsibility Plan

Will develop, review, and document an Individual Responsibility Plan for each participant, will update it as circumstances change, and will provide copies to the referring case manager on the schedule the county welfare agency requires.

B-4. Assessment and Referral

Will assess each participant using the instruments the State approves, will forward assessment results and progress reports to the referring case manager within the required periods, and will submit an exit report before the end of each activity describing the participant's performance, work habits, barriers, limitations, and capabilities.

B-5. Sanctions and Good Cause

Will report non-compliance to the referring county welfare agency and will not impose a sanction directly; will apply the good cause standards at N.J.A.C. 10:90-4.13; will participate in conciliation where required; and will document every notice given to a participant regarding non-compliance.

B-6. Time Limits

Will track and report months of countable assistance toward the sixty-month lifetime limit, will identify participants approaching the limit, will notify the referring case manager, and will document any exemption or extension circumstances of which it becomes aware.

B-7. Supportive Services

Will offer and document essential supportive services, including child care assistance, transportation, and referral to community resources and emergency assistance, will coordinate those services with the county welfare agency, and will not duplicate a service funded under another program.

B-8. Community Work Experience Program

Will develop worksites only with public agencies and public or private nonprofit organizations; will obtain approval of every worksite from the designated State representative before placing a participant; will monitor attendance and progress and provide periodic feedback; will assess each worksite for safety before placement; will act as liaison between the participant and the worksite; and will compute maximum required hours of participation in accordance with the Fair Labor Standards Act by dividing the assistance grant by the applicable minimum wage.

B-9. Coordination with the County Welfare Agency

Will coordinate with the Union County Division of Social Services and the referring case manager on referral, enrollment, placement, attendance, termination, and any circumstance affecting a participant's eligibility, and will report each such circumstance promptly.

B-10. Program Reporting

Will submit, in addition to the reports the State requires, monthly reports of referrals received, referrals returned and non-appearances, enrollments, completions, terminations, entries into employment, and placements at worksites, with participant-level detail.

B-11. Prohibited Uses and Non-Supplantation

Will not use TANF or Work First New Jersey funds for any purpose prohibited by 45 CFR Part 263 or by State directive, will not use the funds to supplant State or local funds, and will maintain records sufficient to demonstrate compliance.

B-12. Coordination with WIOA

Will coordinate Work First New Jersey services with services funded under Title I of the Workforce Innovation and Opportunity Act, will co-enroll participants where co-enrollment is appropriate and permitted, will allocate costs between funding streams in accordance with Article 27(c), and will not charge the same cost to more than one funding stream.

ARTICLE 68. SNAP EMPLOYMENT AND TRAINING

(a) Application. This Article applies where any SNAP Employment and Training funds are awarded, and applies of its own force without election or attachment.

As a condition of the award of SNAP Employment and Training funds, the Sub-Recipient certifies and assures compliance with the Food and Nutrition Act, 7 CFR 273.7, guidance of the Food and Nutrition Service, the approved New Jersey State Employment and Training Plan, and all applicable State directives, and with each of the following.

C-1. Participant Eligibility

Will serve only individuals who are eligible for the Supplemental Nutrition Assistance Program at the time of service, will verify and document SNAP eligibility at enrollment and at intervals during participation, and acknowledges that costs associated with individuals who are not SNAP-eligible are unallowable and subject to recovery under Article 45.

C-2. Components

Will deliver only components included in the approved State Employment and Training Plan, will not modify a component without prior written approval, and will document participation in each component.

C-3. Participant Reimbursements

Will provide participant reimbursements for allowable expenses reasonably necessary and directly related to participation, consistent with 7 CFR 273.7(d)(4) and State policy, within any applicable limits; will document each reimbursement; and will inform participants of the availability of reimbursement before participation begins.

C-4. Able-Bodied Adults Without Dependents

Will identify participants subject to the requirements applicable to able-bodied adults without dependents, will track the applicable time limits and qualifying activities, will report participation on the schedule the State requires, and will notify the county welfare agency of any change affecting a participant's status.

C-5. Funding Structure and Non-Federal Share

Will comply with the reimbursement structure applicable to the award, including any requirement that a non-Federal share be provided; will not use funds from any other Federal source as the non-Federal share except where expressly authorized by Federal statute; will document each element of the non-Federal share as required by Article 18; and will maintain records sufficient to support any third-party reimbursement claim.

C-6. Good Cause and Non-Compliance

Will report non-compliance to the county welfare agency and will not impose a sanction or disqualification directly, will apply the good cause standards at 7 CFR 273.7(i), and will document every notice given to a participant.

C-7. Non-Duplication and Coordination

Will coordinate SNAP Employment and Training services with services funded under WIOA and Work First New Jersey, will not charge the same cost to more than one funding stream, and will not claim reimbursement for a service for which payment is available from another source.

C-8. Reporting

Will submit participation, outcome, and expenditure reports on the schedule and in the format the State requires, and will retain source documentation supporting each reported figure in accordance with Article 37.

C-9. Program Changes

Acknowledges that the SNAP Employment and Training funding model and program requirements are subject to change by Federal legislation and regulation, and agrees that Article 4 governs any such change.

ARTICLE 69. MULTI-ROLE AND ONE-STOP OPERATOR FIREWALL

(a) Application. This Article applies of its own force, without election or attachment, where the Sub-Recipient holds more than one role in the local workforce system — for example, One-Stop Operator together with a career services provider role, or provider under more than one funding stream.

Why this Article exists

An entity that both operates the One-Stop delivery system and provides services within it holds a structural conflict of interest. Federal law does not prohibit the arrangement, but it does require a written agreement with the Local Board describing how the entity will carry out each function while demonstrating compliance with the Act and with the conflict-of-interest requirements. This Article constitutes the terms of that agreement. It is drafted as an Article of general application and operates against whichever entity holds multiple roles.

D-1. Identification of Roles

The Sub-Recipient shall identify in writing at execution every role it holds in the local workforce system, including One-Stop Operator, career services provider, training provider, Work First New Jersey provider, SNAP Employment and Training provider, and affiliate American Job Center site operator, together with the funding stream supporting each role.

D-2. Written Multi-Role Agreement

Consistent with 20 CFR 678.620 and Section 107(g)(2) of the Workforce Innovation and Opportunity Act, this Article constitutes the written agreement with the Board describing how the Sub-Recipient will carry out its multiple responsibilities, including the required firewalls and internal controls, and how it will demonstrate compliance with the Act, the Uniform Guidance, and the conflict-of-interest requirements at 20 CFR 679.430 and 2 CFR 200.318(c).

D-3. Internal Firewalls

The Sub-Recipient shall maintain and document separation between its One-Stop Operator function and any service delivery function, including: separate supervisory reporting lines to the level of the chief executive; separate personnel performing operator functions and service delivery functions, or, where separation of personnel is not practicable, documented separation of decision-making authority; separate access controls in case management and financial systems; and a written description of the firewall all of which shall be provided to the Board and updated upon any change.

D-4. Self-Referral and Consumer Choice

The Sub-Recipient shall not refer a participant to a service it provides itself without offering documented informed consumer choice among all available qualified providers. It shall document, for each such referral, the alternatives presented, the information provided, and the participant's selection, and shall make those records available to the Board on request.

D-5. Conflict Identification, Disclosure, and Recusal

The Sub-Recipient shall identify and disclose to the Board in writing every actual or potential conflict arising from its multiple roles, shall require recusal of any individual with a conflict from any decision affecting the matter, and

shall maintain a log of disclosures and recusals. This obligation is in addition to the requirements of all other Articles including, but not limited to, Article 11(b).

D-6. Segregated Accounting and Cost Allocation

The Sub-Recipient shall account separately for each role and each funding stream, shall maintain a written cost allocation plan consistent with Article 27(c) allocating shared costs among roles on a documented basis, and shall not charge a cost attributable to one role to a funding stream supporting another role.

D-7. Competitive Selection Acknowledgment

The Sub-Recipient acknowledges that the One-Stop Operator function is subject to competitive selection and periodic re-competition under 20 CFR 678.600 through 678.635, that its designation confers no expectation of renewal, and that the Board may reassign any function at any time.

D-8. Board Oversight

The Board may review referral records, firewall documentation, cost allocation records, and personnel assignments at any time; may require corrective action where a firewall, or any other provision of this Article, is not maintained; and may reassign a function, impose specific conditions under Article 43, or exercise any remedy under Article 44 where the Sub-Recipient fails to comply with this Article.

ARTICLE 70. YOUTH AND VULNERABLE ADULT SAFETY

(a) Application. This Article applies of its own force, without election or attachment, where the Sub-Recipient serves participants under 18 years of age or vulnerable adults, or provides services in a residential or unsupervised setting.

E-1. Background Screening

The Sub-Recipient shall conduct, before assignment and at intervals of not more than three years thereafter, a criminal history record check and a check of applicable State child abuse and sex offender registries for every officer, board member, employee, agent, volunteer, and Contractor personnel who will have direct contact with participants under 18 years of age or with vulnerable adults, and shall maintain documentation of each check in a confidential file. Screening shall be conducted in accordance with applicable law and County Counsel or Board General Counsel guidance as to statutory basis, scope, and allocation of cost.

E-2. Disqualifying Offenses

The Sub-Recipient shall maintain a written policy identifying the offenses that disqualify an individual from direct contact with participants, which shall include, at a minimum, offenses against children, sexual offenses, offenses involving violence, and offenses involving dishonesty in the handling of funds, and shall provide the policy to the Board on request.

E-3. Supervision

The Sub-Recipient shall maintain a written policy addressing supervision of minor participants, prohibiting unsupervised one-to-one contact between staff and minor participants except where necessary and documented, governing electronic and social media communication between staff and minor participants, and establishing procedures for transportation of minor participants.

E-4. Worksite Safety

The Sub-Recipient shall assess the safety of each work experience worksite before placing a participant, shall document the assessment, shall verify that the worksite carries workers' compensation coverage or that the participant is otherwise covered, and shall reassess any worksite at which an injury or safety complaint occurs.

E-5. Mandatory Reporting

The Sub-Recipient shall ensure that all personnel are informed of and comply with the obligation to report suspected child abuse or neglect under N.J.S.A. 9:6-8.10, and shall notify the Board within twenty-four hours of any report made and of any allegation of abuse, harassment, exploitation, or serious injury involving a participant.

E-6. Child Labor

The Sub-Recipient shall comply with all Federal and New Jersey child labor laws applicable to minor participants, including N.J.S.A. 34:2-21.1 et seq. and N.J.A.C. 12:58, including working papers, permitted occupations, prohibited hazardous occupations, and hours restrictions.

E-7. Insurance

The Sub-Recipient shall maintain the sexual abuse and molestation coverage required by Article 48 and shall provide evidence of the endorsement removing any abuse or molestation exclusion.

PART SIX — CERTIFICATION AND EXECUTION

ARTICLE 71. CERTIFICATION AND EXECUTION

This instrument is attached to the Request for Proposals and is executed and submitted with the proposal, and is attached to and incorporated in the Sub-award Agreement Contract upon award. Where it is executed with a proposal, references to the Sub-Recipient are references to the respondent in its capacity as prospective Sub-Recipient, and execution constitutes the acceptance required by Article 1(a). Execution of this instrument does not create a subaward, and no obligation to perform arises unless and until a Sub-award Agreement Contract is executed.

As the duly authorized representative of the Sub-Recipient, I hereby certify and assure, for and on behalf of the Sub-Recipient and intending that the Board and each Protected Party rely upon this certification, that:

(a) The Sub-Recipient has read, understands, and will comply with the Agreement Documents in their entirety, including every assurance, certification, and general provision, and every Article of Part Five that applies to the Award Funds.

(b) I retain the authority to accept Federal, State, and County funds on behalf of the Sub-Recipient, including funds under the Workforce Innovation and Opportunity Act, Work First New Jersey including Temporary Assistance for Needy Families and General Assistance, and the Supplemental Nutrition Assistance Program Employment and Training program.

(c) The Sub-Recipient has the financial capacity, insurance, personnel, systems, and internal controls required to perform, and satisfies each covenant at Article 17 as of the date of execution.

(d) Every certification made in Part Two is true and complete as of the date of execution, is continuing, and will be promptly supplemented if it becomes inaccurate.

(e) The information provided in and with this instrument accurately reflects the intended use of these funds within the County of Union, consistent with the requirements of the funding sources.

(f) The Sub-Recipient agrees to follow, to be accountable for, and to be responsive to the rules, laws, regulations, policies, and plans developed by the Federal, State, and County governments and by the Board relating to the Award Funds, and will require every Sub-Sub-Recipient, Contractor, and partner under the Agreement Documents to agree to the same.

EXECUTION

ON BEHALF OF THE ORGANIZATION: Legal Name of Organization	
Signature of Authorized Representative	
Printed Name and Title of Authorized Representative	
Date	

EXHIBIT 1 — WIOA TITLE I LOCAL PERFORMANCE GOALS

Union County local workforce development area. The Program Year 2025 goals are the goals adopted by the Board in Resolution No. 2024-50. The Program Year 2026 and Program Year 2027 goals are the goals proposed by the New Jersey Department of Labor and Workforce Development by letter of September 3, 2026, derived from its local statistical adjustment model, which the Board accepted without proposing alternate targets. The Program Year 2025 goals are shown for reference only. The goals for each program year are subject to adjustment by the New Jersey Department of Labor and Workforce Development at the end of the program year, and the performance of the local area is assessed against the adjusted levels, in accordance with United States Department of Labor Training and Employment Guidance Letter No. 11-19, Change 2, and New Jersey Workforce Innovation Notice WD-PY26-2. See Article 21.

WIOA Adult	**PY2025 (reference)**	**PY2026**	**PY2027**
Employment Rate — 2nd Quarter After Exit	70.0%	62.9%	63.4%
Employment Rate — 4th Quarter After Exit	68.0%	63.7%	64.2%
Median Earnings — 2nd Quarter After Exit	$7,300	$7,794	$7,894
Credential Attainment — 4th Quarter After Exit	64.0%	63.0%	63.5%
Measurable Skill Gains	68.0%	88.8%	89.3%

WIOA Dislocated Worker	**PY2025 (reference)**	**PY2026**	**PY2027**
Employment Rate — 2nd Quarter After Exit	64.5%	70.5%	71.0%
Employment Rate — 4th Quarter After Exit	69.3%	71.4%	71.9%
Median Earnings — 2nd Quarter After Exit	$9,300	$11,935	$12,035
Credential Attainment — 4th Quarter After Exit	72.0%	70.4%	70.9%
Measurable Skill Gains	70.5%	92.0%	92.5%

WIOA Youth	PY2025 (reference)	PY2026	PY2027
Education and Employment Rate — 2nd Quarter After Exit	65.7%	60.6%	61.1%
Education and Employment Rate — 4th Quarter After Exit	66.5%	58.0%	58.5%
Median Earnings — 2nd Quarter After Exit	$3,400	$3,534	$3,634
Credential Attainment — 4th Quarter After Exit	53.7%	51.0%	51.5%
Measurable Skill Gains	74.0%	67.5%	68.5%

Effectiveness in Serving Employers is a statewide indicator reported by the New Jersey Department of Labor and Workforce Development; no local level is established for it. Work First New Jersey and SNAP Employment and Training benchmarks, where applicable, are transmitted under Article 21(b).

— End of instrument —

UNION COUNTY WORKFORCE DEVELOPMENT BOARD

Request for Proposals — Required Document C

Proposer Signature Page

WARNING: Failure to fully, accurately, and completely supply the information requested on this page may result in the rejection of your proposal as non-responsive.

Execution Requirements

1. If doing business under a trade name, partnership, or sole proprietorship, the proposal must be submitted under the exact title of the trade name, partnership, or proprietorship, and must be signed by either the owner or a partner and witnessed by a notary public.
2. If a corporation, the proposal must be signed by the President or Vice President and witnessed by the Corporate Secretary. The corporate title must be exact, and the corporate seal must be affixed.
3. Other persons authorized by corporate resolution to execute agreements on the organization's behalf may also sign the proposal documents.
4. The person who signs this proposal form must also sign the Non-Collusion Affidavit.
5. You cannot witness your own signature.

Proposal Validity

The undersigned agrees that this proposal shall remain valid and irrevocable for a period of not less than one hundred twenty (120) calendar days from the proposal due date, and may not be withdrawn during that period without the written consent of the Union County Workforce Development Board.

Proposer Identification

Name of Proposer: _____

Address of Proposer:

_____

City, State, ZIP:

_____

Telephone: _____

Email_____

Execution

_____ _____

Signature of Authorized Representative *Date*

Print Name and Title:

_____

Attestation (Corporations)

_____ _____

Signature of Corporate Secretary *Date*

Print Name and Title:

_____

AFFIX CORPORATE SEAL

UNION COUNTY WORKFORCE DEVELOPMENT BOARD

Request for Proposals — Required Document D

Vendor References

The proposer shall provide a list of current references, including contact names, email addresses, telephone numbers, and years servicing the entity, which the Union County Workforce Development Board may use in reference checking. Proposers shall include a minimum of three to five references. Attach additional pages if needed.

#	Entity and Contact Name	Email	Telephone	Years Servicing Entity
1				
2				
3				
4				
5				

Description of Work Performed

For each reference, state the contact person's title and the entity's mailing address in the space provided below.

Reference 1:

_____

_____

Reference 2:

_____

_____

Reference 3:

_____

_____

_____ _____

Signature of Authorized Representative *Date*

UNION COUNTY WORKFORCE DEVELOPMENT BOARD

Request for Proposals — Required Document E

Business Registration Certificate

N.J.S.A. 52:32-44 (as amended by P.L. 2009, c.315)

This is a pre-award requirement. Proof of business registration must be received by the contracting agency prior to award of a contract.

Requirement

N.J.S.A. 52:32-44 requires that a contracting agency receive proof of the proposer's business registration prior to the award of a contract. The proof must show that the proposer was in fact registered with the State of New Jersey, Department of the Treasury, Division of Revenue, and obtained the business registration prior to the receipt of proposals.

If subcontractors are named in the proposal, proof of business registration for each must be provided prior to the award of a contract. As with the proposer, the proof must show that each subcontractor was registered with the Division of Revenue and obtained the business registration prior to the receipt of proposals.

No contract with a subcontractor shall be entered into by any contractor under any contract with a contracting agency unless the subcontractor first provides the contractor with proof of a valid business registration.

Acceptable Proof of Registration

- ☐ A copy of a Business Registration Certificate issued by the New Jersey Department of the Treasury, Division of Revenue; or
- ☐ A copy of the web-printed version provided by the New Jersey Division of Revenue.

At the sole option of the contracting agency, this requirement may be fulfilled by the proposer providing sufficient information for the agency to verify proof of registration through a computerized system maintained by the State.

Pursuant to N.J.S.A. 52:32-44, the contractor and each subcontractor shall collect and remit New Jersey Use Tax due on all sales of tangible personal property delivered into this State, where applicable.

ATTACH BUSINESS REGISTRATION CERTIFICATE HERE

Signature of Authorized Representative *Date*

Print Name and Title:

UNION COUNTY WORKFORCE DEVELOPMENT BOARD

Request for Proposals — Required Document F

Business Disclosure Certification

To be submitted with the proposal

Answer each question below. Where the answer is "Yes," provide the requested detail and attach copies of all relevant documentation.

(a) Is or was anyone in your firm or company a member of the Union County Board of County Commissioners or the Union County Workforce Development Board within the last calendar year, or a member of his or her immediate family? If yes, provide the name of the individual and the relationship.

☐ Yes ☐ No

Name	Position	Relationship

(b) Has any principal or partner of your firm been convicted of an indictable offense? If yes, provide further explanation and copies of any relevant documents.

☐ Yes ☐ No

Name	Date

(c) Has any individual who would provide service under this contract ever been sanctioned by the appropriate licensing board? If yes, state the reason for censure.

☐ Yes ☐ No

Name	Position	Term

Reason for censure: _____

(d) Has the firm been found liable for professional malpractice in the last five (5) years? If yes, state the reason for the action.

☐ Yes ☐ No

Reason for action: _____

(e) Has any member of your firm ever been barred from doing business with any state, county, or municipal government? If yes, provide further written explanation including date and copies of relevant documentation.

☐ Yes ☐ No

Name	State, County or Municipality	Date

(f) Has your firm sued the County of Union or the Union County Workforce Development Board in the past five (5) years? If yes, identify the matter or case and provide further written explanation including date and copies of relevant documents.

☐ Yes ☐ No

Name	Date

(g) Is your business currently in good standing with the State of New Jersey with all tax obligations and annual fees paid? If no, please explain.

☐ Yes ☐ No

Explanation: _____

_____ _____

Signature of Authorized Representative *Date*

Print Name and Title: _____

UNION COUNTY WORKFORCE DEVELOPMENT BOARD

Request for Proposals — Required Document G

Statement of Ownership Disclosure

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization:

_____

Organization Address:

_____

Part I — Type of Business Organization

Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III; execute the certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III; execute the certification in Part IV)
- ☐ For-Profit Corporation (any type)
- ☐ Limited Liability Company (LLC)
- ☐ Partnership
- ☐ Limited Partnership
- ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II — Ownership of 10 Percent or Greater

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (Complete the list below in this section.)

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (Skip to Part IV.)

Attach additional sheets if more space is needed.

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III — Disclosure of 10 Percent or Greater Ownership in the Stockholders, Partners, or LLC Members Listed in Part II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Securities and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10 percent or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) Containing the Last Annual SEC (or Foreign Equivalent) Filing	Page Nos.

Please list the names and addresses of each stockholder, partner, or member owning a 10 percent or greater interest in any corresponding corporation, partnership, and/or limited liability company (LLC) listed in Part II, other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder / Partner / Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV — Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the County of Union and the Union County Workforce Development Board are relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the County of Union or the Union County Workforce Development Board to notify the County of Union and the Union County Workforce Development Board 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, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s), permitting the County of Union and the Union County Workforce Development Board to declare any contract(s) resulting from this certification void and unenforceable.

_____ _____

Signature of Authorized Representative *Date*

Print Name and Title:

_____

UNION COUNTY WORKFORCE DEVELOPMENT BOARD

Request for Proposals — Required Document H

Non-Collusion Affidavit

WARNING: If you fail to fully, accurately, and completely fill out this Non-Collusion Affidavit, your proposal will be rejected.

Title of Proposal:

_____

I, _____

of the Municipality of _____

in the County of _____

and the State of _____

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

I am the _____

of the firm of _____

the Respondent herein, and I executed said Proposal with full authority to do so; that the Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive proposing in connection with the above-named 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 Union and the Union County Workforce Development Board rely upon the truth of the statements contained in said Proposal and the statements 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 a 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 Vendor)

_____ _____

Signature of Authorized Representative *Date*

Print or Type Name and Title:

_____

Subscribed and sworn to before me this _____ day of _____, 20_____.

_____ _____

(Seal) *Notary Public of* *My Commission Expires:*

_____ _____

NOTE TO NOTARY: When completing this jurat, all notaries must (1) indicate the date; (2) indicate the State; (3) sign their name; and (4) affix their name by printing, typing, rubber stamp, impression seal, or mechanical stamp.

Note to Proposer: The person who signed the Proposer Signature Page must also sign this form.

UNION COUNTY WORKFORCE DEVELOPMENT BOARD

Request for Proposals — Required Document I

Affirmative Action Requirement

Required Affirmative Action Evidence

N.J.S.A. 10:5-31 et seq. (P.L. 1975, c.127); N.J.A.C. 17:27

Required within seven (7) days of the notice of intent to award or the signing of the contract. Do not submit with the proposal.

General Requirements of P.L. 1975, c.127 — Procurement, Professional, and Service Contracts

You are hereby put on notice that:

All successful vendors must submit, within seven (7) days of the notice of intent to award or the signing of the contract, one of the following. Please check one:

☐ A photocopy of your Letter of Federal Affirmative Action Plan Approval

OR

☐ A photocopy of your Certificate of Employee Information Report

OR

☐ A completed Affirmative Action Employee Information Report (Form AA-302)

If the successful vendor does not submit the affirmative action document within the seven (7) days, the County of Union and the Union County Workforce Development Board will declare the vendor non-responsive and award the contract to the next responsible proposer.

_____ _____

Signature — original signature only; stamped signature not accepted *Date*

Print or Type Firm Name:

_____

Print or Type Name and Title:

_____

Instructions for Completing the Employee Information Report (Form AA-302)

1. The vendor must complete the Employee Information Report (Form AA-302) and retain a copy for the vendor's own files.
2. A copy of the Employee Information Report (Form AA-302) must be submitted to the County of Union, Office of Affirmative Action, Administration Building, 5th Floor, Elizabeth, New Jersey 07207. Failure to submit a copy to the County of Union will delay execution of your contract.
3. The original Employee Information Report (Form AA-302) must be submitted to the New Jersey Department of the Treasury, Division of Purchase & Property, Contract Compliance and Audit Unit, EEO Monitoring Program, P.O. Box 206, Trenton, New Jersey 08625-0206, along with the required $150.00 non-refundable fee payable to “Treasurer, State of New Jersey.” Failure to properly complete the entire form and to submit the required fee may delay issuance of your certificate.
4. After the original Form AA-302 and the non-refundable fee are received by the New Jersey Department of the Treasury, a Certificate of Employee Information Report will be forwarded to you. This document should be retained and submitted with future contracts with the County of Union and the Union County Workforce Development Board.

Form AA-302 and its instructions are issued by the State of New Jersey and are attached to this Request for Proposals. The current form is available at https://www.nj.gov/treasury/contract_compliance/documents/pdf/forms/aa302.pdf

UNION COUNTY WORKFORCE DEVELOPMENT BOARD

Request for Proposals — Required Document J

Mandatory Equal Employment Opportunity Language

(REVISED 01/2022)

Exhibit A applies to contracts for goods, general services, and professional services. Where the contract is for construction — including a YouthBuild or Construction Plus award in which participants perform construction on a physical site — Required Document J-2, Exhibit B (Construction Contracts), applies in lieu of this Exhibit A. Exhibit B sets per-trade employment goals under N.J.A.C. 17:27-7.2 and requires Form AA-201 and a monthly project workforce report to the New Jersey Department of Labor and Workforce Development. The Board will designate the applicable Exhibit in the solicitation.

Exhibit A — Goods, General Services, and Professional Services Contracts

N.J.S.A. 10:5-31 et seq. (P.L. 1975, c.127); N.J.A.C. 17:27 et seq.

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

1. 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.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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; or
    - Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at https://www.nj.gov/treasury/contract_compliance).

10. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, Contract Compliance and Audit Unit, 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, Contract Compliance and Audit Unit, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

_____ _____

Signature of Authorized Representative *Date*

Print Name and Title:

_____

Name of Firm:

_____

UNION COUNTY WORKFORCE DEVELOPMENT BOARD

Request for Proposals — Required Document K

Americans with Disabilities Act

Equal Opportunity for Individuals with Disabilities

Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.

The contractor and the Union County Workforce Development Board (hereafter "Owner") do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. § 12101 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 thereunto, 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 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 this Agreement or otherwise at law.

Digital Accessibility

In addition to the foregoing, and pursuant to 28 C.F.R. Part 35, Subpart H, the contractor shall ensure that all web content, mobile applications, and electronic documents that the contractor

provides or makes available on behalf of the Owner — including materials used to apply for, gain access to, or participate in any program or service — conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA. The contractor shall furnish evidence of conformance upon request.

_____ _____

Signature of Authorized Representative *Date*

Print Name and Title:

_____

UNION COUNTY WORKFORCE DEVELOPMENT BOARD

Request for Proposals — Required Document L

Affidavit of No Conflict of Interest

State of New Jersey)

) SS:

County of _____

I, _____

(Name)

the undersigned and _____

(Title of Office)

of the company, firm, or agency named in the within proposal, do hereby swear to the following:

1. I have full authority to make the representations set forth in this Affidavit;
2. I am unaware of any conflict of interest that could disqualify myself or my company, firm, or agency should said company, firm, or agency be selected among the list of approved vendors for the services and work by the County of Union or the Union County Workforce Development Board, and shall immediately notify said party should one arise during the term of my contract; and
3. I am not an employee of the County of Union or the Union County Workforce Development Board, nor do I have a perceived conflict due to a business relationship with a firm that is applying for this service.

_____ _____

Signature *Date*

Print Name and Title:

_____

Subscribed and sworn to before me this _____ day of _____, 20_____.

_____ _____

Notary Public of _____ *My Commission Expires*

NOTE TO NOTARY: When completing this jurat, all notaries must (1) indicate the date; (2) indicate the State; (3) sign their name; and (4) affix their name by printing, typing, rubber stamp, impression seal, or mechanical stamp.

UNION COUNTY WORKFORCE DEVELOPMENT BOARD

Request for Proposals — Required Document M

Disclosure of Investment Activities in Iran

N.J.S.A. 40A:11-2.1; N.J.S.A. 52:32-55 et seq. (P.L. 2012, c.25)

Solicitation Number: _____

Vendor/Bidder: _____

Part 1 — Certification

The Vendor/Bidder must complete Part 1 by checking one of the boxes. Failure to check one of the boxes will render the proposal non-responsive.

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 nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the State of New Jersey, Department of the Treasury's Chapter 25 list as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Department's website at https://www.nj.gov/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a Vendor's/Bidder's proposal non-responsive. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, the Director 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

☐ A. I certify, pursuant to Public Law 2012, c.25, that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey 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”). Disregard Part 2 and complete and sign the Certification below.

OR

☐ B. I am unable to certify as above because the Vendor/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 information will result in the proposal being rendered non-responsive and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

Part 2 — Additional Information Related to Investment Activities in Iran

If you checked Box “B” above, provide a detailed, accurate, and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries, or affiliates, engaged in investment activities in Iran by completing the information below.

Entity Name: _____

Relationship to Vendor/Bidder: _____

Description of Activities: _____

Duration of Engagement: _____

Anticipated Cessation Date: _____

Vendor/Bidder Contact Name: _____

Vendor/Bidder Contact Telephone:

Attach additional sheets if necessary.

Certification

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the County of Union and the Union County Workforce Development Board are relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the County of Union or the Union County Workforce Development Board to notify the County of Union and the Union County Workforce Development Board 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 of Union or the Union County Workforce Development Board, permitting the County of Union and the Union County Workforce Development Board to declare any contract(s) resulting from this certification void and unenforceable.

_____ _____

Signature of Authorized Representative *Date*

Print Name and Title:

_____

UNION COUNTY WORKFORCE DEVELOPMENT BOARD

Request for Proposals — Required Document N

Certification of Non-Involvement in Prohibited Activities in Russia or Belarus

N.J.S.A. 52:32-60.1 et seq. (P.L. 2022, c.3); LFN 2024-04

Solicitation Number: _____

Vendor/Bidder: _____

Part 1 — Certification

The Vendor/Bidder must complete Part 1 by checking one of the boxes. Failure to check one of the boxes will render the proposal non-responsive.

Pursuant to P.L. 2022, c.3, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below to attest, under penalty of perjury, that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is engaged in prohibited activities in Russia or Belarus.

Effective January 22, 2024, the State of New Jersey determines prohibited engagement by reference to the U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons (SDN) List, limited to entries associated with the Russia or Belarus sanctions programs. The OFAC Sanctions List Search is available at https://sanctionssearch.ofac.treas.gov/. Vendors/Bidders must review this list prior to completing the certification below.

If the Union County Workforce Development Board or the County of Union determines that a Vendor has submitted a false certification in violation of the law, it shall report such violation to the New Jersey Attorney General's Office for appropriate enforcement action.

Check the Appropriate Box

I, the undersigned, certify that I have read the definition of "Vendor" set forth at the end of this form, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons List, and having done so certify:

☐ A. I certify that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates appears on the OFAC Specially Designated Nationals and Blocked Persons List under a Russia or Belarus sanctions program, and that none is engaged in prohibited activities in Russia or Belarus. Disregard Part 2 and complete and sign the Certification below.

OR

☐ B. 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. 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 information will result in the proposal being rendered non-responsive and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

OR

☐ C. 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 in Part 2 below.

Part 2 — Additional Information Related to Activities in Russia or Belarus

If you checked Box "B" or Box "C" above, provide a detailed, accurate, and precise description of the activities of the Vendor/Bidder, or of one of its parents, subsidiaries, or affiliates, by completing the information below.

Entity Name: _____

Relationship to Vendor/Bidder: _____

Description of Activities: _____

Duration of Engagement: _____

Anticipated Cessation Date: _____

Vendor/Bidder Contact Name: _____

Vendor/Bidder Contact Telephone:

Attach additional sheets if necessary.

Certification

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the County of Union and the Union County Workforce Development Board are relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the County of Union or the Union County Workforce Development Board to notify the County of Union and the Union County Workforce Development Board 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 of Union or the Union County Workforce Development Board, permitting the County of Union and the Union County Workforce Development Board to declare any contract(s) resulting from this certification void and unenforceable.

_____ _____

Signature of Authorized Representative *Date*

Print Name and Title:

_____

Vendor's Name:

_____

__

Vendor's Federal Employer Identification Number (FEIN):

_____

Vendor's Street Address:

_____

Vendor's City, State, and Zip Code:

_____

Vendor's Telephone Number:

_____

Vendor's Email Address:

_____

Contracting Unit Use Only

Per LFN 2024-04, the contracting unit must independently search the OFAC Sanctions List and confirm whether "Russia" or "Belarus" appears in the Program(s) column for this vendor. Retain dated evidence of the search in the procurement file.

Search performed by: _____

Date of search: _____

Definition

1. "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).

UNION COUNTY WORKFORCE DEVELOPMENT BOARD

Request for Proposals — Required Document O

Byrd Anti-Lobbying Amendment Certification

31 U.S.C. § 1352; 29 C.F.R. Part 93; 2 C.F.R. Part 200, Appendix II(I)

To be submitted with each bid, proposal, or offer exceeding $100,000.

The undersigned, _____

certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying” (now titled “Disclosure of Lobbying Activities”), in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq. apply to this certification and disclosure, if any.

_____ _____

Signature of Contractor's Authorized Representative *Date*

Print Name and Title:

_____

Name of Organization:

_____

UNION COUNTY WORKFORCE DEVELOPMENT BOARD

Request for Proposals — Required Document P

DISCLOSURE OF LOBBYING ACTIVITIES (SF-LLL)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

OMB Number: 4040-0013 Expiration Date: 06/30/2028

Paperwork Reduction Act Notice. According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 4040-0013. The public reporting burden estimate for this collection is that published by the Office of Management and Budget for control number 4040-0013 on the official form.

☐ NOT APPLICABLE — This organization does not engage in any lobbying activities requiring disclosure under 31 U.S.C. § 1352. (Check, sign at item 11, and submit this page.)

1. * Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	**2. * Status of Federal Action:** ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	**3. * Report Type:** ☐ a. initial filing ☐ b. material change For Material Change Only: Year _____ Quarter _____ Date of last report _____

4. Name and Address of Reporting Entity: ☐ Prime ☐ SubAwardee Tier _____, if known * Name _____ * Street 1 _____ Street 2 _____ * City _____ State _____ Zip _____ Congressional District, if known: _____	**5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:** * Name _____ * Street 1 _____ Street 2 _____ * City _____ State _____ Zip _____ Congressional District, if known: _____
6. * Federal Department/Agency: _____ _____	**7. * Federal Program Name/Description:** _____ Assistance Listing Number, if applicable: _____
8. Federal Action Number, if known: _____	**9. Award Amount, if known:** $ _____
10a. Name and Address of Lobbying Registrant: Prefix _____ * First Name _____ Middle Name _____ * Last Name _____ Suffix _____ * Street 1 _____ Street 2 _____ * City _____ State _____ Zip _____	**10b. Individual Performing Services** (including address if different from No. 10a) Prefix _____ * First Name _____ Middle Name _____ * Last Name _____ Suffix _____ * Street 1 _____ Street 2 _____ * City _____ State _____ Zip _____

11.

Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

* Signature: _____

* Name: Prefix _____ * First Name _____ Middle Name _____

* Last Name _____ Suffix _____

Title: _____ Telephone No.: _____ Date: _____

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL (Rev. 7-97)

Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and ZIP code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee — for example, the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks “Subawardee,” then enter the full name, address, city, state, and ZIP code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example: Department of Labor, Employment and Training Administration.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Assistance Listing number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (for example: Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application or proposal control number assigned by the Federal agency). Include prefixes, e.g., “RFP-DE-90-001.”
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award or loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and ZIP code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter last name, first name, and middle initial.
11. The certifying official shall sign and date the form and print his or her name, title, and telephone number.

Reporting is required at the end of each calendar quarter in which any event occurs that requires disclosure or that materially affects the accuracy of the information previously reported (29 C.F.R. § 93.110(c)). The threshold is a covered Federal action exceeding $100,000, at any tier.

This is a local reproduction of Standard Form LLL, which the form itself authorizes. The official fillable version (OMB Control No. 4040-0013, expiring June 30, 2028) is available at https://apply07.grants.gov/apply/forms/readonly/SFLLL_2_0-V2.0.pdf and may be submitted in place of this reproduction. Do not use any copy bearing an expired OMB expiration date.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013
Expiration Date: 06/30/2028

1. * Type of Federal Action:

- [ ] a. contract
- [x] b. grant
- [ ] c. cooperative agreement
- [ ] d. loan
- [ ] e. loan guarantee
- [ ] f. loan insurance

2. * Status of Federal Action:

- [ ] a. bid/offer/application
- [x] b. initial award
- [ ] c. post-award

3. * Report Type:

- [x] a. initial filing
- [ ] b. material change

4. Name and Address of Reporting Entity:

- [x] Prime
- [ ] SubAwardee

** Name*

** Street 1* *Street 2*

** City* *State* *Zip*

Congressional District, if known:

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency:

7. * Federal Program Name/Description:

Assistance Listing Number, *if applicable:*

8. Federal Action Number, *if known:*

9. Award Amount, *if known:*

$

10. a. Name and Address of Lobbying Registrant:

Prefix ** First Name* *Middle Name*

** Last Name* *Suffix*

** Street 1* *Street 2*

** City* *State* *Zip*

b. Individual Performing Services (including address if different from No. 10a)

Prefix ** First Name* *Middle Name*

** Last Name* *Suffix*

** Street 1* *Street 2*

** City* *State* *Zip*

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

*** Signature:** Completed on submission to Grants.gov

***Name:** *Prefix* ** First Name* *Middle Name*

** Last Name* *Suffix*

Title: **Telephone No.:** **Date:** Completed on submission to Grants.gov

Federal Use Only:

UNION COUNTY WORKFORCE DEVELOPMENT BOARD

Request for Proposals — Required Document Q

Certification Regarding Lobbying

Contracts, Grants, Loans, and Cooperative Agreements

31 U.S.C. § 1352; 29 C.F.R. Part 93

Mandatory proposal submission.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid, or will be paid by, or on behalf of the undersigned to any person for influencing, or attempting to influence an officer, or employee of an agency; a Member of Congress, an officer, or employee of Congress; or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid, or will be paid to any person for influencing, or attempting to influence an officer, or employee of any agency; a Member of Congress, an officer, or employee of Congress; or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying” (now titled “Disclosure of Lobbying Activities”), in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Grantee/Contractor Organization:

_____

Program/Title:

_____

—

_____ _____

Signature of Certifying Official *Date*

Print Name and Title of Certifying Official:

_____

UNION COUNTY WORKFORCE DEVELOPMENT BOARD

Request for Proposals — Required Document R

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Lower Tier Covered Transactions

2 C.F.R. Part 180 (implementing Executive Orders 12549 and 12689), as adopted by the U.S. Department of Labor at 2 C.F.R. Part 2998; 2 C.F.R. § 200.214

Before completing this certification, read the instructions on the following page, which are an integral part of the certification.

The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Grantee/Contractor Organization:

_____

Program/Title:

_____

Unique Entity Identifier (SAM.gov):

_____

_____ _____

Signature of Authorized Representative *Date*

Print Name and Title of Authorized Representative:

_____

Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted, or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in 2 C.F.R. Part 180, Subparts A and B, as adopted and supplemented by the U.S. Department of Labor at 2 C.F.R. Part 2998. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Labor.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include a term or condition requiring compliance with 2 C.F.R. Part 180, Subpart C, as supplemented by 2 C.F.R. Part 2998, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. Pursuant to 2 C.F.R. § 2998.220, this requirement extends to any contract, regardless of tier.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous.
8. A participant may decide the method and frequency by which it determines the eligibility of its principals. Verification may be accomplished by checking the exclusion records in the System for Award Management (SAM.gov), by collecting a certification, or by adding a clause or condition to the covered transaction, as provided at 2 C.F.R. § 180.300.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department of Labor may pursue available remedies, including suspension and/or debarment.

UNION COUNTY WORKFORCE DEVELOPMENT BOARD

Request for Proposals — Required Document S

Confidentiality of Materials and Disclosure of Information

Open Public Records Act, N.J.S.A. 47:1A-1 et seq.

Pursuant to the Open Public Records Act, N.J.S.A. 47:1A-1 et seq. (OPRA), all information and documentation received in response to this Request for Proposals will become the property of the Union County Workforce Development Board. As such, the Respondent's contract documents will be considered public information and will be available for review by individuals or agencies who request the same from the Union County Workforce Development Board, unless the Respondent affirmatively alleges that an exception to OPRA applies.

If the Respondent chooses to include material of a proprietary nature in the proposal, the Union County Workforce Development Board will attempt to keep such material confidential to the extent permitted by OPRA and any other applicable law. The Respondent must specifically identify each page of its proposal that contains such information by properly marking the applicable pages. Preferably, any sections which contain material of a proprietary nature shall be severable or removable from the proposal to assist the Union County Workforce Development Board in protecting this information. The Respondent shall include the following notice in the introduction of the relevant section:

> *"The data on pages _____ identified by _____ (symbol) and labeled "Proprietary Information," contain information that is a trade secret and/or which, if disclosed, would cause substantial injury to (Respondent's) competitive position. (Respondent) requests that such data be used only for the evaluation of the proposal, and understands that disclosure will be limited only to the extent that the Union County Workforce Development Board determines it proper or necessary according to law. If an award is made under this Request for Proposals to (insert name of Respondent), as the Successful Respondent, the Union County Workforce Development Board will have the right to use or disclose the data as permitted or required by law."*

In the event that the Union County Workforce Development Board is requested to produce documents submitted by proposers in response to this Request for Proposals, regardless of whether the proposer has identified them, in accordance with this section, as proprietary in nature, the Union County Workforce Development Board will seek to prevent the unauthorized disclosure of the same by applying the proprietary standard to marked or any other data. However, the proposer agrees to indemnify the Union County Workforce Development Board in the event of litigation to defend the same. Redaction, as a means of preventing disclosure of sensitive data, may be available if the proposer's contract documents are requested pursuant to OPRA.

Further, the Union County Workforce Development Board assumes no liability for any loss, damage, or injury that may result from any disclosure or use of marked data or any disclosure of this or other information. The proposer shall be required, if asked to do so by the Union County Workforce Development Board, to justify its claim that specific information contained in its proposal is confidential.

_____ _____

Signature of Authorized Representative *Date*

Print Name and Title:

_____

Name of Organization:

_____

UNION COUNTY WORKFORCE DEVELOPMENT BOARD

Request for Proposals — Required Document T

Acknowledgement of Proposal Accuracy

FAILURE TO SIGN BELOW WILL DISQUALIFY THE PROPOSER'S RESPONSE.

To the best of my knowledge and belief, the information presented in this proposal is true and complete. I further acknowledge a continuing obligation to update the proposal if material discrepancies are discovered. Failure to do so may result in this proposal being disqualified from further consideration.

Proposer Name:

_____

Authorized Representative:

_____

_____ _____

Signature of Authorized Representative *Date*

Title:

_____

UNION COUNTY WORKFORCE DEVELOPMENT BOARD

Request for Proposals — Required Document U

Acknowledgement of Receipt of Addendum / Addenda

Submit only if one or more addenda were issued

The undersigned proposer hereby acknowledges receipt of the following addenda:

Addendum Number	Date of Addendum	Acknowledge Receipt (Initial)

Do not submit this form if no addendum or addenda were issued.

Acknowledged for (Name of Proposer):

_____

_____ _____

Signature of Authorized Representative *Date*

Print Name and Title:

_____

UNION COUNTY WORKFORCE DEVELOPMENT BOARD

Request for Proposals — Required Document V

Most Recent Audit Report

Submission Cover Sheet

2 C.F.R. Part 200, Subpart F; 2 C.F.R. § 200.332

The proposer shall attach behind this cover sheet the most recent audit report of the organization applying for grant funding. Complete the information below and attach the report.

Legal Name of Organization: _____

Fiscal Year Covered by the Audit: _____

Period Covered (From / To): _____

Name of Independent Auditor: _____

Date of Auditor's Report: _____

Type of Audit Submitted

- ☐ Single Audit under 2 C.F.R. Part 200, Subpart F (expenditure of $1,000,000 or more in Federal awards during the fiscal year)
- ☐ Program-specific audit under 2 C.F.R. § 200.501(c)
- ☐ Financial statement audit (organization did not meet the Subpart F threshold)
- ☐ Reviewed or compiled financial statements (no audit performed)
- ☐ Other (specify): _____

Audit Findings

Did the audit report contain any findings, questioned costs, significant deficiencies, or material weaknesses?

☐ Yes — attach the schedule of findings and questioned costs and the corrective action plan. ☐ No

Was the audit submitted to the Federal Audit Clearinghouse? ☐ Yes ☐ No If yes, state the date of submission.

Date submitted to the Federal Audit Clearinghouse: _____

The single audit threshold is $1,000,000 in Federal awards expended, applicable to fiscal years beginning on or after October 1, 2024. For earlier fiscal years the threshold was $750,000.

_____ _____

Signature of Authorized Representative *Date*

Print Name and Title:

_____

ATTACHMENT C — LETTER OF INTENT

(To be prepared on Respondent's letterhead and e-mailed to kraig@weberdowdlaw.com by Thursday, November 5, 2026. Submission is requested but not required. No modifications may be made to this letter.)

Date:

Kraig M. Dowd, Esq., General Counsel to the Union County Workforce Development Board
Weber Dowd Law, LLC
365 Rifle Camp Road, Suite 212
Woodland Park, New Jersey 07424

Letter of Intent – Comprehensive One Stop Career Center Provider for Youth Services Under WIOA, RFP #**23-2027**

Dear Mr. Dowd:

The undersigned, as prospective Respondent, intends to submit a Proposal in response to the Request for Proposals (RFP) issued by the Union County Workforce Development Board (the "UCWDB") for a Comprehensive One Stop Career Center Provider for Youth Services under the Workforce Innovation and Opportunity Act ("Services"), and asks that written notice of any addendum be sent to the e-mail address below. The undersigned hereby states:

1. Any Proposal the Respondent submits will contain accurate, factual, and complete information to the best of its knowledge and belief and will be submitted in good faith. The Respondent understands that any false statement may result in disqualification.

2. Respondent agrees to participate in good faith in the procurement process described in the RFP and to adhere to the UCWDB's procurement schedule.

3. Respondent acknowledges that all costs incurred by it in connection with the preparation and submission of a Proposal, and any other documents prepared and submitted in response to the RFP, shall be borne exclusively by the Respondent. Respondent acknowledges that, under N.J.S.A. 40A:11-4.5(b), the provisions of a proposal are not subject to negotiation.

4. Respondent declares that any Proposal will be made without connection with any other person, firm, or party submitting a Proposal, except as expressly disclosed in the Proposal, and will be prepared and submitted in good faith and without collusion or fraud. Respondent further certifies that it did not develop or draft the specifications, requirements, statement of work, or evaluation criteria for this RFP (2 CFR 200.319(b)).

5. Respondent acknowledges and agrees that the UCWDB may modify, amend, suspend and/or terminate the procurement process (in its sole judgment).

6. Respondent acknowledges that if it becomes the Successful Respondent and is awarded a contract to provide the Services, it shall comply with all applicable affirmative action and equal employment opportunity laws.

Signed: _____
Printed: _____
Title: _____
E-mail for addenda: _____

*If a joint venture, partnership or organization other than a natural person is submitting a Proposal, this Letter of Intent must be signed by an individual with the authority to bind the entity(ies).