

**REQUEST FOR PROPOSALS
FOR**

**SOME COLLEGE, NO DEGREE:
REDUCING TIME TO DEGREE WITH CREDIT FOR PRIOR LEARNING**

**Issued by:
New Jersey Office of the Secretary of Higher Education**

**Office of the Secretary of Higher Education
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1.0 PURPOSE AND INTENT

The New Jersey Office of the Secretary of Higher Education (OSHE) is seeking proposals from organizations interested in serving as a Vendor to help develop, implement, and promote OSHE’s Some College, No Degree (SCND) Initiative focused on helping students reduce time to degree through college credit for prior learning (hereafter referred to as “Credit for Prior Learning” (CPL). OSHE is seeking a vendor to provide technical assistance through a statewide learning community to help build capacity and expertise at institutions of higher education on CPL.

OSHE seeks to obtain the services best suited to achieve the goals of the State. The Bidder engaged pursuant to this will enter into an agreement with OSHE as more particularly described below (the “Contract”) and will be considered an independent contractor and not an employee or entity of the State.

2.0 MINIMUM QUALIFICATIONS

At a minimum, Bidders must satisfy the following requirements:

Entity is permitted to operate in the State of New Jersey in accordance with N.J.A.C. 18:7-1.9.

3.0 BACKGROUND

As identified by the State Plan for Higher Education, credit for prior work-based learning and demonstrable competencies is a key strategy for increasing degree attainment among the SCND population. Adults with some college credit but no degree are often motivated to return to college but face challenges that can prevent them from reenrolling at institutions. Work experience is valuable and students should have the opportunity to get credit for their prior work-based learning. National studies demonstrate that students who receive credit for prior learning are more than twice as likely to graduate compared to students who do not. Providing credit for prior learning is a student-focused strategy that can make a significant difference for individuals, particularly SCND students who may be in the workforce.

An estimated 750,000 New Jersey residents have some level of college credit but have not obtained a degree. This adult population has been identified as a priority by the respective State agencies within Jobs NJ and the State Plan for Higher Education. Encouraging this SCND population to reengage in postsecondary education and persist toward degree completion would help increase overall attainment in New Jersey. Attaining a postsecondary credential would give these adult learners a competitive boost in the job market and in their earnings, helping them transform not only their lives but those of their families.

To help students reduce their time to degree completion, Vendor shall provide bundled services, detailed in section 4.0 below, that develops a statewide cohort to build-upon and improve credit for prior learning at institutions, as well as increase uptake by students in CPL.

Eligible NJ institutions of higher education (public institutions of higher education and not-for-profit independent institutions that receive state operating aid) shall receive personalized services

and technical assistance through the CPL Initiative, such as workshops, institution adult learner assessments, and on-going professional development membership.

The parameters of the CPL Initiative are subject to change at the discretion of OSHE.

4.0 SCOPE OF SERVICES

4.1 Identify, Develop, and Facilitate Professional Development Workshop Series

Vendor shall collaborate with the State and New Jersey higher education institutions to develop a series of technical assistance workshops to help institutions in developing, implementing, and/or strengthening their credit for prior learning policies and practices for their institution. Critical to this effort will be an understanding of the New Jersey context and current credit for prior learning practices in the State. Upon the start of the project, Vendor shall conduct a kick-off meeting with the State for information sharing on the New Jersey context, as well as to provide an orientation to NJ institutions of higher education about the partnership opportunities as part of the CPL Initiative.

Vendor should develop a series of professional development workshops on credit for prior learning that are tailored to New Jersey. The vendor should describe the subjects covered in the anticipated workshops, recommended participants, and timeline of the series for maximum impact within the State. Vendor should have a proven expertise with ability to leverage data and evidence-based best practices to inform the technical assistance workshops. Vendor, in consultation with the State, will deliver the technical assistance workshops throughout fall 2023.

Vendor shall regularly collaborate and meet with OSHE at a minimum of every two weeks. These meetings will include initiative progress, milestones, and learning outcomes.

4.2 Adult Learner Assessments

In order to successfully serve adult learners, institutions should assess their current policies, practices, and services to learn what institutional strengths and opportunities exist. Vendor shall work with a select number of institutions (at minimum 20 institutions) to conduct a validated adult learner assessment to provide feedback and data to the institution. The assessment should include feedback from adult learners, staff, and faculty. Vendor must provide digestible final adult learner assessment reports to both the State and each participating institution. When appropriate, Vendor will also recommend changes to an institution's current policies and practices to improve credit for prior learning.

Vendor shall also utilize aggregate results from the assessments to provide a State report by the conclusion of the contract that shares aggregate data, including strengths and opportunities to improve credit for learning practices.

Vendor and the State will collaborate to recruit and communicate with institutions participating in the Adult Learner assessments.

4.3 On-going Technical Assistance through State Cohort Membership

Vendor shall provide technical assistance through a state cohort membership of at least one year to allow institutions access to online resources and supports as needed on an institutional basis as they continue to build their credit for prior learning framework. The membership would allow institutions to utilize the resources at their own pace, as well as to find the resources that best fit their context. A state cohort membership also allows the opportunity for institutions to develop partnerships and network with other institutions both in New Jersey and across the nation. An on-going membership also allows institutions to receive current information on the most up-to-date national data and evidence-based best practices. Membership should include an onboarding webinar for institutions to better understand the resources available through a membership.

The State cohort membership should be inclusive of all eligible SCND initiative institutions, which includes: senior public institutions, county colleges, and not-for profit independent institutions that receive state operating aid.

4.4 Timeline and Standards

All activities outlined in this document for the CPL Initiative must be completed by January 31, 2024.

Vendor shall have biweekly meetings with OSHE to discuss any issues that may need to be resolved and to keep OSHE apprised of the progress of the project. Vendor must provide regular reporting of Initiative progress and metrics, as well as reporting of expenditures.

5.0 REQUIRED COMPONENTS OF THE PROPOSAL

5.1 General Information

All Bidders shall provide brief but concise responses to the following prompts. Appendices can be used for additional general information as necessary.

- A. Narrative – Bidders shall provide an overview of how the services detailed in the scope of work will be implemented and the timeframes involved, specifically addressing the following:
 - (a) Explanation of how the Bidder's services satisfy the requirements of the CPL Initiative as stated in the Scope of Work above.
 - (b) A detailed proposal with a person/hour and staff classification mix to meet the scope of work describing how Vendor intends to accomplish each component of the Scope of Work.
 - (c) A detailed budget to perform the Scope of Work.
 - (d) A schedule identifying the deliverables to be submitted.

- (e) Identification of any potential conflicts of interest regarding the delivery of services for the scope of work.
- B. Organizational Commitment and Capacity -- Bidders shall describe their commitment to addressing the conditions and/or needs identified in this document, including the organizational support that exists for implementing the activities associated with the Initiative. The Bidder should describe its experience with providing technical assistance, serving adult learners, and collaborations with stakeholders as would be required for the CPL Initiative. Additionally, information regarding Bidder's current organizational capacity should be included to evidence an ability to fulfill the requirements set forth in this document.
- C. Budget Summary - Bidders shall provide a budget summary detailing the estimated administrative costs of managing the CPL Initiative, a general staffing plan, and timeline.
- D. Particular consideration will be given to Bidders with a presence in New Jersey. Please provide any information relevant to this consideration.
- E. Any other information that uniquely qualifies the Bidder to contract with OSHE for the CPL Initiative.

5.2 Additional Information

Bidders need to register with NJSTART.gov. Bidders who are already registered with NJSTART must provide their vendor ID number.

- (a) A copy of a valid New Jersey Business Registration must be submitted by all Bidders. To facilitate proposal evaluation and contract award process, the Bidder shall submit the Business Registration form with the proposal. If not already registered with the New Jersey Division of Revenue, registration can be completed online at the Division of Revenue website: <https://nj.gov/treasury/revenue/gettingregistered.shtml>.
- (b) Pursuant to Public Law 2005, Chapter 51 (Chapter 51), to avoid any appearance that the selection of State Contractors is based on the Contractors' political contributions, State departments, agencies and authorities are precluded from awarding contracts exceeding \$17,500 to vendors who make, or have made, certain political contributions on and after October 15, 2004. Chapter 51 also requires the disclosure of all contributions to any political organization organized under 26 U.S.C.A. 527 that also meets the definition of a continuing political committee within the meaning of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. Bidders shall submit the required certification form(s) and disclosure form(s) with their proposals. Failure to submit such forms and/or failure of such forms to evidence compliance with Chapter 51 shall be cause for rejection of a Bidder's proposal. Any Bidder selected shall maintain compliance with Chapter 51 during the term of its engagement. The disclosure form can be found at: <https://nj.gov/treasury/purchase/forms.shtml>.
- (c) Pursuant to Public Law 2005, Chapter 271 (Chapter 271) Bidders must disclose their (and their principals') political contributions within the immediately preceding twelve (12) month period. No prospective firm will be precluded from being awarded a contract by virtue of the

information provided in the Chapter 271 disclosure provided the form is fully and accurately completed. Prior to formal appointment the firm anticipated to be selected will be required to submit Chapter 271 disclosures. To facilitate proposal evaluation and contract award process, the vendor shall submit the Chapter 271 disclosure with the proposal. The disclosure form can be found at: <https://nj.gov/treasury/purchase/forms.shtml>.

Please also be advised of your responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.27 if your firm receives contracts in excess of \$50,000 from a public entity during a calendar year. It is your firm's responsibility to determine if filing is necessary. Failure to file can result in the imposition of financing penalties by ELEC. Additional information about this requirement is available from ELEC at (888) 313-3532 or <https://www.elec.state.nj.us/>.

- (d) In accordance with Public Law 2005, Chapter 92, all services performed pursuant to this RFP shall be performed within the United States of America.
- (e) Pursuant to Public Law 1995, Chapter 159, effective January 1, 1998, and notwithstanding the provision of any other law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off so much of that payment as shall be necessary to satisfy the indebtedness. The amount set-off shall not allow for the deduction of any expense or other deduction which might be attributable to the taxpayer, partner, or shareholder subject to set-off under this Act.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner or shareholder and provide an opportunity for a hearing within thirty (30) days of such notice under the procedures for protests established under N.J.S.A. 54:49-19. No request for conference, protest, or subsequent appeal to the Tax Court from any protest shall stay the collection of the indebtedness.

- (f) **CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN IRAN**
Pursuant to N.J.S.A. 52:32-58, the Bidder must certify that neither the Bidder, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Bidder is unable to so certify, the Bidder shall provide a detailed and precise description of such activities. The certification form can be found at: <https://nj.gov/treasury/purchase/forms.shtml>.
- (g) A copy of a Disclosure of Investigations and Other Actions Involving the Vendor Form must be submitted by all Bidders. The certification can be found at:

<https://www.state.nj.us/treasury/purchase/forms/DisclosureofInvestigations.pdf>.

(h) The Terms and Conditions set forth in Attachment 1 – OSHE Terms & Conditions, are material terms of any contract resulting from this request.

5.3 Cost liability

OSHE will not be responsible for any expenses in the preparation and/or presentation of the proposals or for the disclosure of any information or material received in connection with the solicitation, whether by negligence or otherwise.

6.0 SPECIAL TERMS & CONDITIONS

6.1 Term

The term of the Contract entered pursuant to this Request shall be for the SCND Initiative through January 31, 2024.

6.2 Termination

Unless otherwise provided herein, OSHE reserves the right to terminate any Contract entered into as a result of this Request provided written notice has been given to Vendor at least thirty (30) days prior to such proposed termination date. At Contract termination, Vendor must cooperate fully with OSHE and the new contracted vendor to enable a smooth transition.

At the end of the Term, Vendor shall remit a report to OSHE providing a full accounting of any monies remaining. Any unexpended monies received from the State shall be returned to the State. Any monies received from private donors shall be applied by Vendor in a manner consistent with State and federal law governing charitable contributions.

6.3 Compliance

Vendor must comply with all local, State and federal laws, rules and regulations applicable to the engagement and to services performed there under.

6.4 Contract

The Contract entered as a result of this RFP will consist of this RFP, addenda to this RFP, OSHE's Standard Terms and Conditions, the Vendor's proposal submitted in response to this RFP, contractual language agreed to by the Vendor and OSHE governing the implementation of the services to be provided, and OSHE's Notice of Intent to Award.

In the event of a conflict between the provisions of this RFP, including the Terms and Conditions, attached hereto as Attachment 1, and any addendum to the RFP, the addendum shall govern.

In the event of a conflict between the Vendor's proposal and the provisions of this RFP, including the OSHE Terms and Conditions, attached hereto as Attachment 1, and including any addendum to this RFP, the provisions of this RFP and the addendum shall govern.

In the event that it becomes necessary to revise, modify, clarify or otherwise alter the Contract resulting from the RFP, amendments will be in writing signed by an authorized representative of OSHE and an authorized representative of the vendor selected as a result of this RFP.

6.5 Open Public Records Act

All documents submitted in response to this RFP are subject to disclosure by OSHE as “government records” under the Open Public Records Act, N.J.S.A. 47:1A-1 et seq. (“OPRA”). A Vendor may assert that specific information is exempted from disclosure under that Act. Vendor will be required to submit a written Commitment to Defend and Indemnify OSHE affirming that they will cooperate in defense of any action filed against OSHE that results from a denial of access based on the requested redactions and/or requests to withhold the documents from release. Upon receiving a request for such information, OSHE will advise Vendor if any such information is not deemed to be exempted. In the cover letter to a proposal, the bidder should clearly state the location within the bid proposal of any information for which the bidder asserts exemption from disclosure under OPRA. OSHE will not honor attempts by bidders or Vendor either to designate their entire bid proposal as proprietary and/or to claim copyright protection for their entire proposal.

6.6 News Releases

Vendor is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without OSHE’s prior written consent.

6.7 Advertising

Vendor shall not use OSHE’s or the State’s name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without obtaining OSHE’s prior written consent.

6.8 Licenses & Permits

Vendor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. Vendor shall supply OSHE with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations must be considered by the Bidder in its proposal.

6.9 Claims & Remedies

A. CLAIMS

All claims asserted against OSHE by Vendor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq.

B. REMEDIES

Nothing in the Contract awarded pursuant to this RFP shall be construed to be a waiver by OSHE of any warranty, expressed or implied, or of any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Secretary of Higher Education of OSHE.

6.10 Additional Work and/or Special Projects

The pricing response in this RFP is intended to be all-inclusive; OSHE anticipates that no additional work or special projects will be necessary. However, OSHE recognizes that changes in federal and state law and regulations over the course of the term of the contract may create additional work required from Vendor.

In the event of additional work and/or special projects, Vendor must present a written proposal to perform the additional work to OSHE. The proposal should provide justification for the necessity of the additional work and the anticipated costs associated with same. The relationship between the additional work and the base contract work must be clearly established by Vendor in its proposal.

Vendor's written proposal must provide a detailed description of the work to be performed broken down by task and subtask. The proposal should also contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work.

The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written price schedule must be based upon the hourly rates, unit costs or other cost elements submitted by Vendor in Vendor's original proposal submitted in response to this RFP. Whenever possible, the price schedule should be a firm, fixed price to perform the required work. The firm fixed price should specifically reference and be tied directly to costs submitted by the Vendor in its original proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

No additional work and/or special project may commence without OSHE's written approval. In the event the Vendor proceeds with additional work and/or special projects without OSHE's written approval, it shall be at Vendor's sole risk. OSHE shall be under no obligation to pay for work performed without OSHE's written approval.

6.11 Record Retention

All records created as a result of this project shall be retained in their original form by Vendor or in other forms agreed to by OSHE for no less than five years after Contract completion, plus any additional period required by federal or state statutes, regulations or guidelines. At the end of a Contract period, Vendor must be prepared to transfer, in a manner specified by OSHE, all records to OSHE or to the successor Contractor as directed by OSHE.

6.12 Severability

In the event that any provision of this RFP or any agreement executed in accordance herewith shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision.

6.13 Right to Waive

OSHE reserves the right to (i) cancel this solicitation; (ii) reject any and all responses to this request; (iii) waive any requirements or minor informalities; (iv) modify or amend, with consent of the submitting firm, any statements; (v) request that all respondents submit additional information not covered by the Request for Proposal which, in the view of OSHE, would be germane to its decision; (vi) negotiate the proposal of the potential provider that, in OSHE's sole discretion, will best meet OSHE's needs; and (vii) affect any agreement deemed by OSHE to be in its best interests or in the best interests of the State.

6.14 Proposal Discrepancies

In evaluating proposals, discrepancies between words and figures will be resolved in favor of words. Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum of the column of figures.

For comprehensive up-to-date list of State of New Jersey Standard Terms and Conditions:
<https://www.state.nj.us/treasury/purchase/forms/StandardTermsandConditions.pdf>