



Request for Quotes

Local Governance Support for the Hudson County Workforce Development Board (HCWDB)

	Date	Time
Due Date For Questions	May 19, 2023	2:00 PM
Revised Submission Date	June 9, 2023	2:00 PM

Dates are subject to change. All times contained in the RFQ refer to Eastern Time.

All changes will be reflected in Amendments to the Request for Quotes posted on the Department of Labor's website.

RFQ Issued By:

State of New Jersey
Department of Labor
1 John Fitch Way Plaza
Trenton, NJ 08625

Revised Date: May 26, 2023

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ATTACHMENT 1 – State of New Jersey Standard Terms and Conditions (12/13/2021)

1 INTRODUCTION AND SUMMARY OF THE REQUEST FOR QUOTES

This Request for Quotes (RFQ) is issued by the New Jersey Department of Labor and Workforce Development, Division of Accounting and Finance, Procurement Office, on behalf of the Division of Workforce Development. The Contract will be awarded in the State of New Jersey's eProcurement system, [**NJSTART**](http://NJSTART) (www.njstart.gov). The awarded Contractor is advised to read through all Quick Reference Guides (QRGs) located on the [NJSTART Vendor Support Page](#) for information.

1.1 PURPOSE, INTENT AND BACKGROUND

The purpose of this RFQ is to solicit Quotes for a Consultant to provide temporary support in guiding and overseeing the operations of the Hudson County Workforce Development Board (HCWDB).

The focus of this project and the Consultant will be to support the HCWDB in bringing its board and broader governance structure, composition, and functions into compliance with the expectations of the Workforce Innovation and Opportunity Act (WIOA) as highlighted in the overview and the scope of services in this document.

The Consultant will work in collaboration with the NJDOL, the HCWDB, and the Chief Elected Official (CEO) of Hudson County Workforce Development Board, to both add and build capacity in carrying out the fiscal and programmatic responsibilities of the HCWDB. This includes helping to support the development of a local workforce plan, overseeing the procurement of providers and development of contracts, and establishing monitoring systems to support that quality implementation of One Stop Career Center services, including Title 1 Adult, Dislocated Worker, and Youth Services.

It is the intent of the State to award one (1) Contract, in accordance with the evaluation criteria set forth in RFQ Section 6 Quote Evaluation and Award, to that responsible Bidder whose Quote, conforming to this RFQ is most advantageous to the State of New Jersey (State), price and other factors considered. The State may award any or all price lines. The State, however, reserves the right to separately procure individual requirements that are the subject of the Contract during the Contract term, when deemed to be in the State's best interest.

The State of New Jersey Standard Terms and Conditions (SSTCs) included with this RFQ will apply to all Contracts made with the State. These terms are in addition to the terms and conditions set forth in this RFQ and should be read in conjunction with them unless the RFQ specifically indicates otherwise.

1.2 ORDER OF PRECEDENCE OF CONTRACTUAL TERMS

The Contract awarded, and the entire agreement between the parties, as a result of this RFQ shall consist of: (1) the final RFQ, (2) State of New Jersey Standard Terms and Conditions, (3) the Quote. In the event of a conflict in the terms and conditions among the documents comprising this Contract, the order of precedence, for purposes of interpretation thereof, listed from highest ranking to lowest ranking as noted above.

Any other terms or conditions, not included with the Bidder's Quote and accepted by the State, shall not be incorporated into the Contract awarded. Any references to external documentation, included those documents referenced by a URL, including without limitation, technical reference manuals, technical support policies, copyright notices, additional license terms, etc., are subject to the terms and conditions of the RFQ and the State of New Jersey Standard Terms and Condition. In the event of any conflict between the terms of a document incorporated by reference the terms and conditions of the RFQ and the State of New Jersey Standard Terms and Condition shall prevail.

2 PRE-QUOTE SUBMISSION INFORMATION

The Bidder assumes sole responsibility for the complete effort required in submitting a Quote and for reviewing the Quote submission requirements and the Scope of Work requirements.

2.1 QUESTION AND ANSWER PERIOD

The Using Agency will electronically accept questions and inquiries from all potential Bidders.

- A. Questions should be directly tied to the RFQ and asked in consecutive order, from beginning to end, following the organization of the RFQ; and

A Bidder shall submit questions only to the Using Agency designee by email using the email address referenced below. The Using Agency will not accept any questions in person or by telephone concerning this RFQ. The cut-off date for electronic questions and inquiries relating to this RFQ is indicated on the RFQ cover sheet. In the event that questions are posed by Bidders, answers to such questions will be issued by Addendum. Any Addendum to this RFQ will become part of this RFQ and part of any Contract awarded as a result of this RFQ. Addenda to this RFQ, if any, will be posted to the Using Agency's website.

HCWDBSupport@dol.nj.gov

2.2 AMENDMENTS

In the event that it becomes necessary to clarify or revise this RFQ, such clarification or revision will be by Amendment. Any Amendment will become part of this RFQ and part of any Contract awarded. Amendments will be posted with RFQ posted on Using Agency website. There are no designated dates for release of Amendments. It is the sole responsibility of the Bidder to be knowledgeable of all Amendments related to this RFQ.

3 QUOTE SUBMISSION REQUIREMENTS

3.1 QUOTE SUBMISSION

In order to be considered for award, the Quote must be received by the Using Agency, by the required date and time indicated on the RFQ cover sheet. If the Quote opening deadline has been revised, the new Quote opening deadline shall be shown on the posted Bid Amendment. Quotes not received prior to the Quote opening deadline shall be rejected.

Quotes shall be submitted electronically to the email address referenced below, by the required date and time indicated on the RFQ cover sheet:

HCWDBSupport@dol.nj.gov

3.2 BIDDER RESPONSIBILITY

The Bidder assumes sole responsibility for the complete effort required in submitting a Quote in response to this RFQ. No special consideration will be given after Quotes are opened because of a Bidder's failure to be knowledgeable as to all of the requirements of this RFQ. The State assumes no responsibility and bears no liability for costs incurred by a Bidder in the preparation and submittal of a Quote in response to this RFQ or any pre-contract award costs incurred.

3.3 BIDDER ADDITIONAL TERMS SUBMITTED WITH THE QUOTE

A Bidder may submit additional terms as part of its Quote. Additional terms are Bidder-proposed terms or conditions that do not conflict with the scope of work required in this RFQ, the terms and conditions of this RFQ, or the State of New Jersey Standard Terms and Conditions. Bidder proposed terms or conditions that conflict with those contained the State of New Jersey Standard Terms and Conditions will render a Quote non-responsive. It is incumbent upon the Bidder to identify and remove its conflicting proposed terms and conditions prior to Quote submission.

3.4 QUOTE CONTENT

The Quote should be submitted with the attachments organized in following manner:

- Forms
- Technical Quote
- State Price Sheet

A Bidder should not password protect any submitted documents. Use of URLs in a Quote should be kept to a minimum and shall not be used to satisfy any material term of a RFQ. If a preprinted or other document included as part of the Quote contains a URL, a printed copy of the information should be provided and will be considered as part of the Quote.

3.5 FORMS, REGISTRATIONS AND CERTIFICATIONS TO BE SUBMITTED WITH QUOTE

Bidders are required to complete and submit the following forms.

3.5.1 OWNERSHIP DISCLOSURE FORM

Pursuant to N.J.S.A. 52:25-24.2, in the event the Bidder is a corporation, partnership or limited liability company, the Bidder must disclose all 10% or greater owners by (a) completing and submitting the Ownership Disclosure Form with the Quote; (b) if the Bidder has submitted a signed and accurate Ownership Disclosure Form dated and received no more than six (6) months prior to the Quote submission deadline for this procurement, the Using Agency may rely upon that form; however, if there has been a change in ownership within the last six (6) months, a new Ownership Disclosure Form must be completed, signed and submitted with the Quote; or, (c) a Bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

A Bidder's failure to submit the information required by N.J.S.A. 52:25-24.1 will result in the rejection of the Quote as non-responsive and preclude the award of a Contract to said Bidder.

3.5.2 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

The Bidder should submit Disclosure of Investment Activities in Iran form to certify that, pursuant to N.J.S.A. 52:32-58, neither the Bidder, nor one (1) 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 the Bidder, nor one (1) of its parents, subsidiaries, and/or affiliates, 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 as directed on the form. If a Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) business days of the State's request or the State may deem the Quote non-responsive.

3.5.3 DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING BIDDER FORM

The Bidder should submit the Disclosure of Investigations and Other Actions Involving Bidder Form, with its Quote, to provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years, including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. If a Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) business days of the State's request or the State may deem the Quote non-responsive.

3.5.4 MACBRIDE PRINCIPLES FORM

The Bidder should submit the MacBride Principles Form. Pursuant to N.J.S.A. 52:34-12.2, a Bidder is required to certify that it either has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein or that it will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles. If a Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) business days of the State's request or the State may deem the Quote non-responsive.

3.5.5 SERVICE PERFORMANCE WITHIN THE UNITED STATES

The Bidder should submit a completed Source Disclosure Form. Pursuant to N.J.S.A. 52:34-13.2, all Contracts primarily for services shall be performed within the United States If a Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) business days of the State's request or the State may deem the Quote non-responsive.

3.5.6 SUBCONTRACTOR UTILIZATION PLAN

Bidders intending to use Subcontractor(s) shall list all subcontractors on the Subcontractor Utilization Plan form.

For a Quote that does NOT include the use of any Subcontractors, the Bidder is automatically certifying that, if selected for an award, the Bidder will be performing all work required by the Contract.

If it becomes necessary for the Contractor to substitute a Subcontractor, add a Subcontractor, or substitute its own staff for a Subcontractor, the Contractor will identify the proposed new Subcontractor or staff member(s) and the work to be performed. The Contractor shall forward a written request to substitute or add a Subcontractor or to substitute its own staff for a Subcontractor to the State Contract Manager for consideration. The Contractor must provide a completed Subcontractor Utilization Plan, a detailed justification documenting the necessity for the substitution or addition, and resumes of its proposed replacement staff or of the proposed Subcontractor's management, supervisory, and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the Subcontractor is to undertake. The qualifications and experience of the replacement(s) must equal or exceed those of similar personnel proposed by the Contractor in its Quote. The State Contract Manager will forward the request to the Assistant Director of the Office of Procurement for approval.

NOTE: No substituted or additional Subcontractors are authorized to begin work until the Contractor has received written approval from the State.

3.5.6.1 SMALL BUSINESS AND/OR DISABLED VETERANS' BUSINESS SUBCONTRACTING SET-ASIDE CONTRACT

This is a Contract with set-aside subcontracting for New Jersey Small Business Enterprises and/or Disabled Veterans' Business.

If the Bidder intends to subcontract, it must submit a Subcontractor Utilization Plan and shall take the following actions to make a good faith effort to solicit and hire eligible New Jersey Small Business Enterprises and/or Disabled Veterans' Business:

- A. The Bidder shall attempt to locate qualified potential New Jersey Small Business Enterprises and/or Disabled Veterans' Business subcontractors;

- B. The Bidder shall request a listing of New Jersey Small Business Enterprises and/or Disabled Veterans' Business from the Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit if none are known to the Bidder;
- C. The Bidder shall keep a record of its efforts, including the names of businesses contacted and the means and results of such contacts;
- D. The Bidder shall provide all potential subcontractors with detailed information regarding the specifications; and
- E. The Bidder shall attempt, wherever possible, to negotiate prices with potential subcontractors submitting higher than acceptable price quotes.

A Bidder's failure to satisfy New Jersey Small Business Enterprises and/or Disabled Veterans' Business set aside subcontracting or to provide sufficient documentation of its good faith efforts within seven (7) business days upon of a request may preclude award of a Contract to the Bidder.

Each Bidder awarded a Contract which contains the set-aside subcontracting requirement shall fully cooperate in any studies or surveys which may be conducted by the State to determine the extent of the Bidder's compliance with N.J.A.C. 17:13-1.1 et seq., and this RFQ.

3.5.7 JOINT VENTURE

If a Joint Venture is submitting a Quote, the agreement between the parties relating to such Joint Venture should be submitted with the Joint Venture's Quote. ***Authorized signatories from each party comprising the Joint Venture must sign a formal Agreement between both parties and include this agreement with the Quote Submission.*** Each party to the Joint Venture must individually complete and comply with all the forms and certification requirements in RFQ Section 3 – Quote Submission Requirements.

3.5.8 CONFIDENTIALITY/COMMITMENT TO DEFEND

Pursuant to the New Jersey Open Public Records Act (OPRA), N.J.S.A. 47:1A-1 et seq., or the common law right to know, Quotes can be released to the public in accordance with N.J.A.C. 17:12-1.2(b) and (c).

The Bidder should submit a completed and signed Confidentiality /Commitment to Defend Form with the Quote. In the event that Bidder does not submit the Confidentiality form with the Quote, the State reserves the right to request that the Bidder submit the form after Quote submission.

After the opening of sealed Quotes, all information submitted by a Bidder in response to a RFQ is considered public information notwithstanding any disclaimers to the contrary submitted by a Bidder. Proprietary, financial, security and confidential information may be exempt from public disclosure by OPRA and/or the common law when the Bidder has a good faith, legal/factual basis for such assertion.

When the RFQ contains a negotiation component, the Quote will not be subject to public disclosure until a notice of intent to award a Contract is announced.

As part of its Quote, a Bidder may request that portions of the Quote be exempt from public disclosure under OPRA and/or the common law. Bidder must provide a detailed statement clearly identifying those sections of the Quote that it claims are exempt from production, and the legal and factual basis that supports said exemption(s) as a matter of law. The State will not honor any attempts by a Bidder to designate its price sheet, price list/catalog, and/or the entire Quote as proprietary and/or confidential, and/or to claim copyright protection for its entire Quote. If the State does not agree with a Bidder's designation of proprietary and/or confidential information, the State will use commercially reasonable efforts to advise the Bidder. Copyright law does not prohibit access to a record which is otherwise available under OPRA.

The State reserves the right to make the determination as to what to disclose in response to an OPRA request. Any information that the State determines to be exempt from disclosure under OPRA will be redacted.

In the event of any challenge to the Bidder's assertion of confidentiality that is contrary to the State's determination of confidentiality, the Bidder shall be solely responsible for defending its designation, but in doing so, all costs and expenses associated therewith shall be the responsibility of the Bidder. The State assumes no such responsibility or liability.

In order not to delay consideration of the Quote or the State's response to a request for documents, the State requires that Bidder respond to any request regarding confidentiality markings within the timeframe designated in the State's correspondence regarding confidentiality. If no response is received by the designated date and time, the State will be permitted to release a copy of the Quote with the State making the determination regarding what may be proprietary or confidential.

3.5.9 PAY TO PLAY PROHIBITIONS

Pursuant to N.J.S.A. 19:44A-20.13 et seq. (P.L. 2005, c. 51), the State shall not enter into a Contract to procure services or any material, supplies or equipment, or to acquire, sell, or lease any land or building from any Business Entity, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor, to any State, county, municipal political party committee, or to any legislative leadership committee during certain specified time periods.

Prior to awarding any Contract or agreement to any Business Entity, the Business Entity proposed as the intended Contractor of the Contract shall submit the Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form, certifying that no contributions prohibited by either Chapter 51 or Executive Order No. 117 have been made by the Business Entity and reporting all qualifying contributions made by the Business Entity or any person or entity whose contributions are attributable to the Business Entity. Failure to submit the required forms will preclude award of a Contract under this RFQ.

Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the Contract, and any extension(s) thereof, at the time any such contribution is made.

3.5.10 AFFIRMATIVE ACTION

The intended Contractor must submit a copy of a New Jersey Certificate of Employee Information Report, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. If the Contractor is not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter of Approval, it must complete and submit the Affirmative Action Employee Information Report (AA-302). Information, instruction and the application are available at https://www.state.nj.us/treasury/contract_compliance/index.shtml.

3.6 TECHNICAL QUOTE

The Bidder shall describe its approach and plans for accomplishing the work outlined in the Scope of Work. The Bidder must set forth its understanding of the requirements of this RFQ and its approach to successfully complete the Contract. The Bidder should include the level of detail it determines necessary to assist the Evaluation Committee in its review of the Bidder's Quote.

3.7 MANAGEMENT OVERVIEW

The Bidder shall set forth its overall technical approach and plans to meet the requirements of the RFQ in a narrative format. This narrative must demonstrate to the Evaluation Committee that the Bidder understands the objectives that the Contract is intended to meet, the nature of the required work, and the level of effort necessary to successfully complete the Contract. The narrative should include the Bidder's approach and plans to undertake and complete the Contract are appropriate to the tasks and subtasks involved.

Mere reiterations of RFQ tasks and subtasks are strongly discouraged, as they do not provide insight into the Bidder's approach to complete the Contract. The Bidder's response to this section shall demonstrate to the Evaluation Committee that the Bidder's detailed plans and approach proposed to complete the Scope of Work are realistic, attainable and appropriate, and that the Bidder's Quote will lead to successful Contract completion.

3.8 CONTRACT MANAGEMENT

The Bidder should describe its specific plans to manage, control and supervise the Contract to ensure satisfactory Contract completion according to the required schedule. The plan should include the Bidder's approach to communicate with the State Contract Manager including, but not limited to, status meetings, status reports, etc.

3.9 ORGANIZATIONAL EXPERIENCE

The Bidder should include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the Bidder's qualifications, and capabilities to perform the services required by this RFQ. The Bidder should include the level of detail it determines necessary to assist the Evaluation Committee in its review of Bidder's Quote.

3.10 LOCATION

The Bidder should include the address of the where responsibility for managing the Contract will take place. The Bidder should include the telephone number and name of the individual to contact.

3.11 ORGANIZATION CHARTS

The Bidder should include an organization chart, with names showing management, supervisory and other key personnel (including Subcontractor management, supervisory, or other key personnel) to be assigned to the Contract. The chart should include the labor category and title of each such individual.

3.12 RESUMES

Detailed resumes shall be submitted for all management, supervisory, and key personnel to be assigned to the Contract. Resumes should emphasize relevant qualifications and experience of these individuals in successfully completing Contracts of a similar size and scope to those required by this RFQ. Resumes should include the following:

- A. The individual's previous experience in completing each similar Contract;
- B. Beginning and ending dates for each similar Contract;
- C. A description of the Contract demonstrating how the individual's work on the completed Contract relates to the individual's ability to contribute to successfully providing the services required by this RFQ; and
- D. With respect to each similar Contract, the name and address of each reference together with a person to contact for a reference check and a telephone number.

The Bidder shall provide detailed resumes for each Subcontractor's management, supervisory, and other key personnel that demonstrate knowledge, ability, and experience relevant to that part of the work which the Subcontractor is designated to perform.

3.13 EXPERIENCE WITH CONTRACTS OF SIMILAR SIZE AND SCOPE

The Bidder should provide a comprehensive listing of contracts of similar size and scope, as well as contracts that it has successfully completed similar activities and tasks, included in this RFQ, as evidence of the Bidder's ability to successfully complete services similar to those required by this RFQ. Emphasis should be placed on contracts that are similar in size and scope to the work required by this RFQ. A description of all such contracts should be included and should show how such contracts relate to the ability of the firm to complete the services required by this RFQ. For each such contract listed, the Bidder should provide two (2) names and telephone numbers of individuals for contracting party. Beginning and ending dates should also be given for each contract.

The Bidder must provide details of any negative actions taken by other contracting entities against them in the course of performing these projects including, but not limited to, receipt of letters of potential default, default, cure notices, termination of services for cause, or other similar notifications/processes. Additionally, the Bidder should provide details, including any negative audits, reports, or findings by any governmental agency for which the Bidder is/was the Contractor on any contracts of similar scope. In the event a Bidder neglects to include this information in its Quote, the Bidder's omission of necessary disclosure information may be cause for rejection of the Bidder's Quote by the State.

3.14 STATE PRICE SHEET INSTRUCTIONS

The Bidder must submit its pricing using the State Price Sheet accompanying this RFQ. Any additional or supplemental versions of the State Price Sheet will not be accepted and result in the Bidder's Quote being deemed non-responsive.

Any price changes including handwritten revisions or "white-outs" must be initialed. Failure to initial price changes shall preclude a Contract award from being made to the Bidder pursuant to N.J.A.C. 17:12-2.2(a)(8).

The State Price Sheet accompanying this RFQ consists of one (1) price line. The Bidder must submit its pricing as instructed below.

- A. The Bidder must submit a Firm-Fixed Monthly Rate to provide the service required by this RFQ as outlined in RFQ Section 4 Scope of Work. As part of its cost proposal, the Bidder must provide a budget, clearly detailing how its monthly rate was determined. For example, if the Bidder's monthly rate is two-thousand-five hundred dollars (\$2,500.00), the Bidder must clearly detail:
 1. The Total number of determined to be utilized for the entire month, breaking down the total number of hours for each week of the month;
 2. Each staffing position, including the hourly rates;
 3. All tasks completed and/or in progress; and
 4. Any other miscellaneous expenses (e.g. reports, meetings, conference calls, etc.).

Please refer to the Glossary located at the end of this RFQ for a definition of "Firm-Fixed". Failure to submit pricing and a budget as instructed above shall deem the Bidder's Quote non-responsive and removed from consideration for Contract award.

The State reserves the right to request that a Bidder explain, in detail, how the Quote pricing was determined.

3.14.1 USE OF "NO BID" VERSUS "NO CHARGE" ON THE STATE-SUPPLIED PRICE SHEET

All price lines must be filled out in accordance with the instructions above. If the Bidder is not submitting a price for an item on a price line, the Bidder must indicate "No Bid" on the State-Supplied Price Sheet accompanying this RFQ. If the Bidder will supply an item on a price line free of charge, the Bidder must indicate "No Charge" on the State-Supplied Price Sheet accompanying this RFQ. The use of any other identifier may result in the Bidder's Quote being deemed non-responsive.

4 SCOPE OF WORK

4.1 OVERVIEW

The requirements set forth within this RFQ shall require the Consultant “hereinafter referred to as the Contractor” to work with the following:

- A. Local and state stakeholders to carry out the functions of the Local Workforce Development Board as highlighted in the Workforce Innovation and Opportunity Act (WIOA), specifically [20 CFR 679.370](#), and NJDOL’s local governance policy, [NJWIN WD-PY21-6](#), in accordance with legal responsibilities and HCWDB philosophies and values. The Contractor shall:
 5. Collaborate with the HCWDB as the strategic leader and convener of local workforce development system stakeholders, including education, business, labor, economic development, public agencies, and community organizations; and
 6. Help develop and implement plans and structures that direct service delivery across the multiple workforce programs and funding streams supporting jobseekers, workers, and employers in Hudson County.
- B. The HCWDB and the CEO to ensure that local governance structures, processes, and agreements clarifying the specific roles and responsibilities of the CEO, Local Workforce Development Board, and Fiscal Agent are all in place. As part of this work, the Contractor shall both facilitate the development of new systems and processes, as well as support the documentation of new and existing systems and process flows that will ensure the fiscal and programmatic accountability of Hudson’s local workforce system.

4.2 MEETINGS AND COMMUNICATION REQUIREMENTS

The Contractor shall engage in regular communication with the Assistant Commissioner of Workforce Development’s Office, Chief of Program Oversight and Development as well as the HCWDB and CEO of Hudson County. The Contractor shall also be required to:

- A. Attend bi-weekly virtual standing meetings with the Assistant Commissioner and the Chief;
- B. Provide a monthly report that highlights progress towards the established objectives. The Contractor shall work with the HCWDB and CEO of Hudson County to meet specific benchmarks related to fiscal and program oversight of WIOA funds and programs set by the NJDOL; and
- C. Coordinate and attend in-person quarterly meetings with all stakeholders.

4.2.1 PROJECT KICK-OFF MEETING

As an initial step, the Contractor shall participate in a project kick-off meeting with representatives of the HCWDB and NJDOL. The purpose of the project kickoff meeting is to set expectations around initial deliverables. This will include a process for assessing current capacity and developing targeted plans within the first 60 business days after the Contract award.

This initial plan and assessment will lay out plans for temporarily providing specific functions of the Local Workforce Development Board (LWDB), as well as building durable capacity of the HCWDB to continue performing these functions after the end of Contract term.

4.3 CONTRACTOR GENERAL REQUIREMENTS

The specific responsibilities of the Contractor shall include:

- A. Policy and system building;
- B. Member support;
- C. External relations;
- D. Program development and design;
- E. Grant administration; and
- F. Implementation of strategies and plans that support the compliance of the HCWDB with the provisions of WIOA.

4.4 DELIVERABLES

The Contractor shall work with the HCWDB to ensure that stakeholders in the local area are able to effectively perform each essential function at the end of the Contract term. The following functions shall be performed by the Contractor:

- A. **Local Policy Development:** Collaborate with HCWDB in the preparation of policies for the One Stop Career Center System under WIOA, and such other systems and legislation related to local implementation of workforce activities. Develop broad policy guidance to direct county level career, job training, and employment initiatives.
- B. **Continuous Improvement of One Stop Services:** Assess and evaluate service delivery strategies; review progress of centers toward goals described in business plans and report progress and discrepancies to the Board; direct continuous improvement campaigns for One Stop centers to support system development.
- C. **Local and Regional Plan Development:** Assist in the development of local and regional planning initiatives, including convening local stakeholders to assist with the development of plans, and helping to support the identification of local resources to leverage as part of the local workforce system.
- D. **Budget Development:** Coordinate the development of an annual budget in partnership with the Local Workforce Development Boards and CEO; ensure budget is consistent with WIOA laws, aligns with local and regional plans, and supports equitable allocation of funds across the county.
- E. **Program Oversight:** Assist with and oversee the HCWDBs and CEOs program oversight and monitoring responsibilities to ensure the appropriate implementation WIOA Adult, Dislocated Worker, Youth, and the entire One-Stop delivery system in the Hudson County area.
- F. **Procurement of Providers and Vendors:** Assist and oversee the selection of the One Stop Operator, Career Services Provider(s), training services providers, and providers of youth workforce investment activities, through competitive grants or grants based on the committee recommendations; oversee procurement systems and processes for contract negotiations and agreements for funding and implementation of programs; develop professional services requests.
- G. **Performance Accountability:** Oversee performance measurements and standards as established by federal and state regulations and the Workforce Development Board for the local area and among specific service providers.
- H. **Labor Market Information:** Assist with the workforce research and regional labor market analysis that includes all required conditions, skills, and workforce development activities, including the assessment of current services to both jobseekers and employers.
- I. **Fiscal Oversight:** Monitor expenditures of Board and provider funds; analyze data, operational, and management reports for the county; prepare, review, and submit reports concerning activities, budget, expenses, and other items affecting program services. ensure that obligations are met; that invoices are received, processed, and within parameters of contract budgets.
- J. **LWDB Staff Development:** Collaborate with and oversee the HCWDB in building appropriate staffing infrastructure including the assignment and conduct of their respective Board staff responsibilities to include hiring, training, coaching, evaluating, disciplining, and recommendation for change in status, including promotion, demotion, suspension, and termination.

- K. **Local Governance Structures:** Collaborate with and oversee the HCWDB in the hiring and designation of Fiscal Agents and additional Board Committees to implement the work of the HCWDB, as well as bridge connection between strategy/governance and operations.
- L. **Board and Committee Development:** Staff appropriate Board committee(s), working closely with committee chair to schedule meetings, plan agenda and ensure assignments and expectations are carried out; coordinate other Board committee work with department staff to ensure staffing and implementation of Board and committee policies and recommendations.
- M. **Stakeholder Communication and Engagement:** Make presentations to public and civic groups on matters of significance to the system; participate in community meetings and other public events that advance the Board's leadership role in workforce development and economic development issues; oversee the production and distribution of various public communications materials, including through the Local Workforce Development Board's website.

4.5 WORKPLAN

The Contractor shall develop a detailed workplan within 60 days of the Contract effective date. The Contractor shall ensure that its workplan:

- A. Includes details of the activities that will be engaged by the Contractor to support the execution of key Local Workforce Development Board (LWDB) functions and capacities, as well as build the capacity of the HCWDB to carry out these functions;
- B. Outlines and aligns with the LWDB capacities outlined in [20 CFR 679.370](#);
- C. Is submitted to the Assistant Commission, or designee, for review; and
- D. Respond to any workplan requests and/or changes initiated by the Assistant Commissioner or designee within 10 business days of receiving a request.

4.6 WORK SCHEDULE

The Contractor shall be required to contribute approximately 40 hours total across personnel on this Contract. However, hours per week may vary depending on specific Local Workforce Development Board business taking place.

The Contractor is advised that there is no guaranteed minimum or maximum number of hours and personnel that will be required to work.

4.7 EXPERIENCE

The Contractor shall ensure that its firm and all key personnel assigned to this Contract possess at a minimum the following:

- A. Knowledge and expertise regarding the Workforce Innovation and Opportunity Act (WIOA), including specifically local governance expectations and functions;
- B. Experience developing policies and standard operating procedures;
- C. Experience convening partners and facilitating group processes, meetings, and collaborative planning;
- D. Knowledge and expertise to support the development of administrative systems, including fiscal and program monitoring systems;
- E. Experience leveraging data to support decision-making and strategy development; and
- F. Experience providing training and technical assistance to support to build the capacity of staff and organizations

4.8 PRICING AND INVOICING

The Contractor shall ensure that all payment invoices are submitted monthly to the State Contract Manager (SCM) for review and approval. The Contractor shall ensure that all payment invoices include, at a minimum, the following:

- A. Billing Period/Month;
- B. Total number of hours worked for the month, with a complete breakdown of the number of hours worked for each staffing position;
- C. Hourly rate for each staffing position;
- D. Tasks; and
- E. Any miscellaneous expenses, etc.

5 GENERAL CONTRACT TERMS

The Contractor shall have sole responsibility for the complete effort specified in this Contract. Payment will be made only to the Contractor. The Contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under this Contract. The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this Contract shall not in any way relieve the Contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the deliverables, goods or services, shall not be construed as a waiver of any rights that the State may have arising out of the Contractor's performance of this Contract.

5.1 CONTRACT TERM AND EXTENSION OPTION

The base term of this Contract shall be for a period of one (1) year.

This Contract may be extended up to two (2) years with no single extension exceeding one (1) year, by the mutual written consent of the Contractor and the State at the same terms, conditions, and pricing at the rates in effect in the last year of this Contract or rates more favorable to the State.

5.2 OWNERSHIP OF MATERIAL

- A. **State Data** – The State owns State Data. Contractor shall not obtain any right, title, or interest in any State Data, or information derived from or based on State Data. State Data provided to Contractor shall be delivered or returned to the State of New Jersey upon thirty (30) days notice by the State or thirty (30) days after the expiration or termination of the Contract. Except as specifically required by the requirements of the RFQ, State Data shall not be disclosed, sold, assigned, leased or otherwise disposed of to any person or entity other than the State unless specifically directed to do so in writing by the State Contract Manager.
- B. **Work Product; Services** – The State owns all Deliverables developed for the State in the course of providing Services under the Contract, including but not limited to, all data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the Contract, including but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the Services required under the Contract.

5.3 SUBSTITUTION OF STAFF

If a Contractor needs to substitute any management, supervisory or key personnel, the Contractor shall identify the substitute personnel and the work to be performed. The Contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted for the individual(s) proposed as substitute(s) whom must have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

The Contractor shall forward a request to substitute staff to the State Contract Manager for consideration and approval. No substitute personnel are authorized to begin work until the Contractor has received written approval to proceed from the State Contract Manager.

5.4 ELECTRONIC PAYMENTS

With the award of this Contract, the successful Contractor(s) will be required to receive its payment(s) electronically. In order to receive your payments via automatic deposit from the State of New Jersey, you must complete the EFT information within your **NJSTART** Vendor Profile. Please refer to the QRG entitled "Vendor Profile Management – Company Information and User Access" for instructions.

6 QUOTE EVALUATION AND AWARD

6.1 RECIPROCITY FOR JURISDICTIONAL BIDDER PREFERENCE

In accordance with N.J.S.A. 52:32-1.4, the State of New Jersey will invoke reciprocal action against an out-of-State Bidder whose state or locality maintains a preference practice for its in-state Bidders. The State of New Jersey will use the annual surveys compiled by the Council of State Governments, National Association of State Procurement Officials, or the National Institute of Governmental Purchasing or a State's statutes and regulations to identify States having preference laws, regulations, or practices and to invoke reciprocal actions. The State of New Jersey may obtain additional information as it deems appropriate to supplement the stated survey information.

A Bidder may submit information related to preference practices enacted for a State or Local entity outside the State of New Jersey. This information may be submitted in writing as part of the Quote response, including name of the locality having the preference practice, as well as identification of the county and state, and should include a copy of the appropriate documentation, i.e., resolution, regulation, law, notice to Bidder, etc. It is the responsibility of the Bidder to provide documentation with the Quote or submit it to the Using Agency within five (5) business days after the deadline for Quote submission. Written evidence for a specific procurement that is not provided to the Using Agency within five (5) business days of the public Quote submission date may not be considered in the evaluation of that procurement, but may be retained and considered in the evaluation of subsequent procurements.

6.2 CLARIFICATION OF QUOTE

After the Quote Opening Date, unless requested by the State as noted below, Bidder contact with the Using Agency regarding this RFQ and the submitted Quote is not permitted. After the Quotes are reviewed, one (1), some or all of the Bidders may be asked to clarify inconsistent statement contained within the submitted Quote.

6.3 TIE QUOTES

Tie Quotes will be awarded by the Director in accordance with N.J.A.C. 17:12-2.10.

6.4 STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES

The State reserves the right to inspect the Bidder's establishment before making an award, for the purposes of ascertaining whether the Bidder has the necessary facilities for performing the Contract.

6.5 STATE'S RIGHT TO CHECK REFERENCES

The State may also consult with clients of the Bidder during the evaluation of Quotes. Such consultation is intended to assist the State in making a Contract award that is most advantageous to the State.

6.6 EVALUATION CRITERIA

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate Quotes received in response to this RFQ. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process.

6.6.1 TECHNICAL EVALUATION CRITERIA

The following criteria will be used to evaluate and score Quotes received in response to this RFQ. Each criterion will be scored in alignment with weight established prior to the Quote opening date.

- A. Qualifications and Relevant Experience: The qualifications and experience of the Bidding organization in delivering similar services and demonstrating the knowledge and expertise to implement the scope of work, included in this RFQ.
- B. Quality and completeness of proposal: Clarity and quality of proposal in documenting plans, approach, and deliverables and meeting specifications and documentation requirements highlighted in this RFQ; and
- C. Fit and capacity: Alignment of staffing plans and budget with outlined expectations and ability to meet NJDOL contract terms and conditions.

6.6.2 PRICE EVALUATION

For evaluation purposes, Bidders will be ranked from lowest to highest according to the total Quote price located on the State-Supplied Price Sheet accompanying this RFQ. However, pricing will not be the sole determining factor in the evaluation and subsequent award of a Contract.

6.7 QUOTE DISCREPANCIES

In evaluating Quotes, 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.

6.8 BEST AND FINAL OFFER (BAFO)

The Using Agency may invite one (1) Bidder or multiple Bidders to submit a Best and Final Offer (BAFO). Said invitation will establish the time and place for submission of the BAFO. Any BAFO that does not result in more advantageous pricing to the State will not be considered, and the State will evaluate the Bidder's most advantageous previously submitted pricing.

The Using Agency may conduct more than one (1) round of BAFO in order to attain the best value for the State.

BAFOs will be conducted only in those circumstances where it is deemed to be in the State's best interests and to maximize the State's ability to get the best value. Therefore, the Bidder is advised to submit its best technical and price Quote in response to this RFQ since the State may, after evaluation, make a Contract award based on the content of the initial submission

If the Using Agency contemplates BAFOs, Quote prices will not be publicly read at the Quote opening. Only the name and address of each Bidder will be publicly announced at the Quote opening.

6.9 POOR PERFORMANCE

A Bidder with a history of performance problems may be bypassed for consideration of an award issued as a result of this RFQ. The following materials may be reviewed to determine Bidder performance:

- A. Contract cancellations for cause pursuant to *State of New Jersey Standard Terms and Conditions Section 5.7(B)*;
- B. information contained in Vendor performance records;
- C. information obtained from audits or investigations conducted by a local, state or federal agency of the Bidder's work experience;
- D. current licensure, registration, and/or certification status and relevant history thereof; or
- E. Bidder's status or rating with established business/financial reporting services, as applicable.

Bidders should note that this list is not exhaustive.

6.10 CONTRACT AWARD

Contract award will be made with reasonable promptness by written notice to that responsible Bidder, whose Quote, conforming to this RFQ, is most advantageous to the State, price, and other factors considered.

The State will award one (1) Contract in accordance with the evaluation criteria set forth in RFQ Section 6.6.

6.10.1 ADDITIONAL CONTRACT AWARD INFORMATION

Upon written notice of award, the successful Bidder must create a Vendor profile on NJSTART the State's e-procurement system for all procurements. The link to register is www.njstart.gov

Inquiries concerning the use of NJSTART may be directed to njstart@treas.nj.gov

All forms, including the executed State of New Jersey's Standard Terms and Conditions (SSTCs) should be submitted with the Quote. If the forms and SSTCs are not included with the Quote, they shall be submitted within five (5) business days of the State's request. Failure to comply shall result in the Quote being deemed non-responsive and not eligible for award.

7 GLOSSARY

Acceptance – The written confirmation by the Using Agency that Contractor has completed a Deliverable according to the specified requirements.

All-Inclusive Hourly Rate – An hourly rate comprised of all direct and indirect costs including, but not limited to: labor costs, overhead, fee or profit, clerical support, travel expenses, per diem, safety equipment, materials, supplies, managerial support and all documents, forms, and reproductions thereof. This rate also includes portal-to-portal expenses as well as per diem expenses such as food.

Amendment – Written clarification or revision to this RFQ issued by the NJDOL. Amendments, if any, will be issued prior to Quote opening.

Best and Final Offer or BAFO – Pricing timely submitted by a Bidder upon invitation by the Procurement Bureau after Quote opening, with or without prior discussion or negotiation.

RFQ Opening Date – The date Quotes will be opened for evaluation and closed to further Quote submissions.

Bidder – An entity offering a Quote in response to the RFQ.

Breach of Security – as defined by N.J.S.A. 56:8-161, means unauthorized access to electronic files, media, or data containing Personal Data that compromises the security, confidentiality, or integrity of Personal Data when access to the Personal Data has not been secured by encryption or by any other method or technology that renders the Personal Data unreadable or unusable. Good faith acquisition of Personal Data by an employee or agent of the Provider for a legitimate business purpose is not a Breach of Security, provided that the Personal Data is not used for a purposes unrelated to the business or subject to further unauthorized disclosure.

Business Day – Any weekday, excluding Saturdays, Sundays, State legal holidays, and State-mandated closings unless otherwise indicated.

Calendar Day – Any day, including Saturdays, Sundays, State legal holidays, and State-mandated closings unless otherwise indicated.

Change Order – An amendment, alteration, or modification of the terms of a Contract between the State and the Contractor(s). A Change Order is not effective until it is signed and approved in writing by the Director or Deputy Director, Division of Purchase and Property.

Contract – The Contract consists of the State of NJ Standard Terms and Conditions (SSTC), the RFQ, the responsive Quote submitted by a responsible Bidder as accepted by the State, the notice of award, any Best and Final Offer, any subsequent

written document memorializing the agreement, any modifications to any of these documents approved by the State and any attachments, Bid Amendment or other supporting documents, or post-award documents including Change Orders agreed to by the State and the Contractor, in writing.

Contractor – The Bidder awarded a Contract resulting from this RFQ.

Deliverable – Goods, products, Services and Work Product that Contractor is required to deliver to the State under the Contract.

Discount – The standard price reduction applied by the Bidder to all items.

Evaluation Committee – A group of individuals or a Using Agency staff member assigned to review and evaluate Quotes submitted in response to this RFQ and recommend a Contract award.

Firm Fixed Rate – A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs.

Joint Venture – A business undertaking by two (2) or more entities to share risk and responsibility for a specific project.

May – Denotes that which is permissible or recommended, not mandatory.

Mobile Device - means any device used by Provider that can move or transmit data, including but not limited to laptops, hard drives, and flash drives.

Must – Denotes that which is a mandatory requirement.

Net Purchases - means the total gross purchases, less credits, taxes, regulatory fees and separately stated shipping charges not included in unit prices, made by Intrastate Cooperative Purchasing Participants, regardless of whether or not **NJSTART** is used as part of the purchase process.

No Bid – The Bidder is not submitting a price Quote for an item on a price line.

No Charge – The Bidder will supply an item on a price line free of charge.

Non-Public Data - means data, other than Personal Data, that is not subject to distribution to the public as public information. Non-Public Data is data that is identified by the State as non-public information or otherwise deemed to be

sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

Percentage Discount or Markup - The percentage bid applied as a Markup or a Discount to a firm, fixed price contained within a price list/catalog.

Project – The undertakings or services that are the subject of this RFQ.

Quick Reference Guides (QRGs) – Informational documents which provide Vendors with step-by-step instructions to navigate the NJSTART eProcurement System. QRGs are available on the [NJSTART Vendor Support Page](#).

Quote – Bidder’s timely response to the RFQ including, but not limited to, technical Quote, price Quote including Best and Final Offer, any licenses, forms, certifications, clarifications, negotiated documents, and/or other documentation required by the RFQ.

Quote Opening Date - The date Quotes will be opened for evaluation and closed to further Quote submissions.

Request For Quotes (RFQ) – This series of documents, which establish the bidding and contract requirements and solicits Quotes to meet the needs of the Using Agencies as identified herein, and includes the RFQ, State of NJ Standard Terms and Conditions (SSTC), price schedule, attachments, and Bid Amendments.

Revision – A response to a BAFO request or a requested clarification of the Bidder’s Quote.

Shall – Denotes that which is a mandatory requirement.

Should – Denotes that which is permissible or recommended, not mandatory.

State – The State of New Jersey.

State Contract Manager or SCM – The individual, responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work. The SCM cannot direct or approve a Change Order.

State-Supplied Price Sheet – the bidding document created by the State and attached to this RFQ on which the Bidder submits its Quote pricing as is referenced and described in the RFQ.

State Data – means all data and metadata created or in any way originating with the State, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the State, whether such data or output is stored on the State’s

hardware, the Provider’s hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Provider. State Data includes Personal Data and Non-Public Data.

State Intellectual Property – Any intellectual property that is owned by the State. State Intellectual Property includes any derivative works and compilations of any State Intellectual Property.

Subtasks – Detailed activities that comprise the actual performance of a task.

Task – A discrete unit of work to be performed.

Third Party Intellectual Property – Any intellectual property owned by parties other than the State or Contractor and contained in or necessary for the use of the Deliverables. Third Party Intellectual Property includes COTS owned by Third Parties, and derivative works and compilations of any Third Party Intellectual Property.

Unit Cost or Unit Price – All-inclusive, firm fixed price charged by the Bidder for a single unit identified on a price line.

Using Agency[ies] – A State department or agency, a quasi-State governmental entity, or an Intrastate Cooperative Purchasing participant, authorized to purchase products and/or services under a Contract procured by the Division.

Vendor – Either the Bidder or the Contractor.

Vendor Intellectual Property – Any intellectual property that is owned by Contractor and contained in or necessary for the use of the Deliverables or which the Contractor makes available for the State to use as part of the work under the Contract. Vendor Intellectual Property includes COTS or Customized Software owned by Contractor, Contractor’s technical documentation, and derivative works and compilations of any Vendor Intellectual Property.

Work Product – Every invention, modification, discovery, design, development, customization, configuration, improvement, process, Software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor’s subcontractors or a third party engaged by Contractor or its subcontractor pursuant to the Contract. Notwithstanding anything to the contrary in the preceding sentence, Work Product does not include State Intellectual Property, Vendor Intellectual Property or Third Party Intellectual Property.