



**STATE OF NEW JERSEY  
DEPARTMENT OF LABOR AND WORKFORCE  
DEVELOPMENT**

**NOTICE OF GRANT OPPORTUNITY  
January 1, 2018 – December 31, 2018**

**UPDATED  
TALENT NETWORKS**

**Aaron R. Fichtner, Ph.D.**  
Commissioner

# NEW JERSEY TALENT NETWORKS

Notice of Grant Opportunity

Calendar Year 2018

## TABLE OF CONTENTS

<b>SECTION ONE: GRANT PROGRAM INFORMATION</b>	<b>Page 3</b>
1.1 Key Information	Page 3
1.2 Program Background	Page 4
1.3 65 by '25: Many Paths, One Future	Page 4
1.4 State Compliance Requirements	Page 6
1.5 Description of Grant Program	Page 6
1.6 Grant Applicant Requirements	Page 7
1.7 Grant Proposal Process	Page 7
1.8 Guidelines for Submission	Page 8
<b>SECTION TWO: FINANCE AND BUDGET FORMS</b>	<b>Page 10</b>
2.1 Budget Abstract	Page 10
2.2 Budget Narrative	Page 11
2.3 Financial Statements of Lead Agency	Page 11
<b>SECTION THREE: SCOPE OF WORK</b>	<b>Page 11</b>
3.1 Grant Deliverables	Page 11
3.1.a Grant Deliverables For TN Technology Consultants	Page 14
3.2 Strategic Partnership Academy	Page 17
<b>SECTION FOUR: GRANT EVALUATION AND SELECTION</b>	<b>Page 18</b>
4.1 Evaluation Criteria	Page 18
4.2 Selection Criteria	Page 18
<b>SECTION FIVE: GENERAL PROVISIONS</b>	<b>Page 19</b>
5.1 Explanation of General Provisions	Page 19
5.2 Tax Clearance	Page 19
<b>SECTION SIX: ATTACHMENTS</b>	<b>Page 20</b>
Applicant Title Page	Attachment 1
Budget Abstract	Attachment 2
Budget Narrative	Attachment 3
Template to Organize Talent Network Proposal Narrative	Attachment 4
Template to Organize TN Technology Consultants Proposal Narrative	Attachment 4A
Standard Assurances and General Provisions	Attachment 5

NEW JERSEY TALENT NETWORKS

Notice of Grant Opportunity

Calendar Year 2018

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**SECTION ONE: GRANT PROGRAM INFORMATION**

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**1.1 TALENT NETWORK KEY INFORMATION SUMMARY**

<b>Announcement Date:</b>	<b>UPDATED:</b> November 2, 2017
<b>Technical Assistance Webinar:</b>	November 17, 2017 at 10 A.M. You <b>MUST</b> send an email to register for the webinar by November 15, 2017 to: <a href="mailto:TNTechSupport@dol.nj.gov">TNTechSupport@dol.nj.gov</a> . Webinar link will be emailed to you.
<b>Questions:</b>	Submit via email to <a href="mailto:TNTechSupport@dol.nj.gov">TNTechSupport@dol.nj.gov</a> . Accepted until 3 P.M., November 30, 2017. No phone calls. Inquiries must include the subject line: TN NGO 2018 Question(s). Answers to questions will be posted on the LWD website at: <a href="https://tinyurl.com/y7pi75c4">https://tinyurl.com/y7pi75c4</a>
<b>Closing Date and Time:</b>	<b>DECEMBER 6, 2017 at 3 P.M.</b>
<b>Grant Duration:</b>	January 1, 2018 – December 31, 2018
<b>Number of Proposals:</b>	Submit a total of seven (7) proposals (two (2) proposals with original signatures and five (5) copies with all attachments)
<b>Address to Submit Proposal:</b>	N.J. Department of Labor & Workforce Development Kerri Gatling, Talent Network Office 1 John Fitch Plaza – 9 <sup>th</sup> Floor P.O. Box 110, Trenton, New Jersey 08625-0110
<b>Electronic Copy:</b>	Applicants must have an electronic version (MS Word/PDF/Excel) including all attachments of the proposal available upon request

*Proposals must be received by 3 P.M. on the due date listed. Postmarks **are not** acceptable evidence of timely submission. Applicants are encouraged to send the proposal via certified mail with a return receipt, arrange for hand delivery or via overnight delivery service with return receipt to confirm timely delivery.*

# NEW JERSEY TALENT NETWORKS

Notice of Grant Opportunity

Calendar Year 2018

## 1.2 PROGRAM BACKGROUND

New Jersey is committed to creating a talent development system focused on ensuring all New Jersey residents have the skills, abilities and connections that lead to meaningful careers and build a skilled workforce that drives economic growth.

In an effort to increase the percentage of New Jersey residents who have earned industry-valued credentials and college degrees, state agencies are working collaboratively under the **65 by '25: Many Paths, One Future** initiative to build a skilled, competitive workforce by helping New Jersey workers find pathways to careers. The goal is to boost the percentage of New Jersey adults who have earned an industry-valued post-secondary credential or degree from the current 50.2 percent to 65 percent by the year 2025.

The Talent Networks are one of the cornerstone workforce development strategies to reach the **65 by '25** credential attainment goal. Talent Networks significantly contribute to New Jersey's economic growth by working directly with employers in the targeted industry sectors to develop partnerships and leverage opportunities to cultivate a pipeline of talent aligning with the needs of the targeted industries the Talent Networks represent. As a result, the Talent Networks also promote the state's highly-skilled workforce through educational, occupational and job training by creating career pathways within specific industry sectors identified in this grant opportunity.

Using a combination of intelligence from New Jersey businesses, local workforce development boards and detailed labor market information, the efforts of the Talent Networks will cultivate industry collaboratives which expand industry engagement. The focus of the Talent Networks has notably transformed from 2011 when the initiative was established to its current footprint which operates within the state's talent development system to build **targeted industry partnerships**, known as **TIPs**.

## 1.3 65 by '25: MANY PATHS, ONE FUTURE

New Jersey's innovative, skilled workforce has historically powered our state's economy. From the very beginning of our state's history, we have made life changing discoveries, invented new technologies that have shaped our world, and built things that were once thought impossible. These advances were made possible by a highly-skilled, educated, diverse, productive and innovative workforce.

We have enjoyed prosperity because of that initiative and success, but the world is ever changing and we must adapt. Technological advances create new opportunities and challenges. Global competition continues to grow in an increasingly skilled world. Businesses need educated workers who can learn and adapt to new approaches and technologies. Jobs requiring some education after high school but do not require a college degree are an important part of the economy.

While our state's prosperity depends on a skilled workforce, the prosperity of every individual, family, and community will increasingly be tied to skills. Individuals will need some education after

## NEW JERSEY TALENT NETWORKS

### Notice of Grant Opportunity

Calendar Year 2018

high school in order to have a career that can provide a family-supporting income. Strong, compelling data supports a direct relationship between earning potential and education. Individuals with some post-secondary education earn more and are less likely to be unemployed than those who have a high school education or who did not complete high school.

While we have traditionally boasted an educated workforce, we also have some educational opportunity gaps for too many of our residents. This limits their potential to contribute which also limits our state's economic competitiveness. College attainment rates vary significantly by race and ethnicity, gender, income, and county and city of residence.

New Jersey's strong economic future depends on having the most innovative, competitive workforce in the country, if not the world. The path to economic opportunities for all New Jersey residents includes ensuring a pathway to the skills and education that will help them achieve a rewarding career.

As a result, New Jersey has set an ambitious goal to raise the percentage of New Jersey residents who have attained an industry-valued credential or degree from the current 50.2 percent up to 65 percent by 2025. To support this goal, New Jersey has launched the 65 by 25: Many Paths, One Future initiative.

To meet this ambitious goal, New Jersey will need to build and implement new pathways to a post-secondary industry-valued credential or degree and to focus on the following cornerstones for success:

1. Provide Career Awareness for all students and adults;
2. Grow high school/college dual enrollment credential programs;
3. Expand credit-bearing credential programs in colleges and universities;
4. Strengthen Two-and Four-Year College partnerships;
5. Focus on closing equity gaps by building strong partnerships in our urban and underserved areas;
6. Make it easier for adults to earn a credential or degree;
7. Expand work experience programs for students; and
8. Enhance the partnerships between business and education.

The Talent Networks represent industry sectors which power New Jersey's economic growth. About 72 percent of workers in the Garden State or every two in three workers are employed in the following industries which pay more than 73 percent of all private sector wages:

- Advanced Manufacturing
- Construction / Utilities
- Financial Services
- Food Industry
- \* *TN Technology Consultants*
- Health Care
- Life Sciences
- Retail, Hospitality and Tourism
- Transportation, Logistics and Distribution

# NEW JERSEY TALENT NETWORKS

Notice of Grant Opportunity

Calendar Year 2018

## 1.4 STATE COMPLIANCE REQUIREMENTS

In compliance with N.J.S.A. 52:14-34.4 et seq., the Department of Labor and Workforce Development (hereinafter “the Department” or “LWD”) regularly publishes on its website at <http://lwd.dol.state.nj.us/labor> all notices of fund availability pertaining to federal or state grant funds, which may be awarded by the Department. The notices of fund availability may be found on the Department’s website under the heading “Public Notices.”

## 1.5 DESCRIPTION OF GRANT PROGRAM

### A. Name and Purpose of Grant

**Talent Networks Grant.** To keep pace with the rapidly changing, knowledge-driven, global economy, New Jersey is investing in the development of a skilled workforce that will drive growth in the state’s key industry sectors and ensure New Jersey businesses have access to a talent pool with the knowledge, skills and abilities needed to remain competitive regionally, nationally and globally.

New Jersey is aligning its workforce investments under the **65 by ‘25** credential attainment goal to increase the number of residents with an industry-valued post-secondary credential or degree to 65 percent by the year 2025 through the development of high-quality, business-driven partnerships that provide career pathways for New Jersey students and job-seekers.

The Talent Networks are a foundational component to developing a skilled New Jersey workforce. The Talent Networks gather and disseminate real-time intelligence on the workforce needs of employers and develop high-quality, business-driven partnerships in three regions of the state based on the concentration of employers in a defined area.

### B. Industry Sectors and Grant Funding Levels

<b>Talent Network</b>	<b>Grant Amount (for one year)</b>
Advanced Manufacturing	\$275,000
Construction/Utilities	\$300,000
Financial Services	\$275,000
Food Industry	\$275,000
Health Care	\$275,000
Life Sciences	\$275,000
Retail, Hospitality and Tourism (North)	\$275,000
Retail, Hospitality and Tourism (South)	\$275,000
Transportation, Logistics and Distribution	\$275,000

# NEW JERSEY TALENT NETWORKS

Notice of Grant Opportunity

Calendar Year 2018

* <i>TN Technology Consultants</i>	\$250,000
* <i>Technology plays a critical role in each of the state's key industries and will function as a consultant to the other nine Talent Networks</i>	

## C. Grant Timeframe

The grant period of performance spans January 1, 2018 through December 31, 2018, contingent on the availability of state and federal funds and the performance of each grantee. The performance of each Talent Network will be formally assessed in December 2018.

Talent Networks may be renewed up to an additional two years contingent on the successful performance of the program/grantees and on the availability of funds.

## D. Eligibility to Apply for Talent Networks Grants

This is a limited competitive grant program open to nonprofit organizations, industry associations and post-secondary educational institutions in New Jersey.

### 1.6 GRANT APPLICANT REQUIREMENTS

Grant proposals must identify a lead agency. The lead agency serves as the applicant of record and will serve as the legally recognized fiscal agent for the grant project and the single point of contact for LWD. The lead agency is responsible for overseeing the implementation of all aspects of the grant project integration including spending plan, monitoring, reporting program progress and fiscal management.

Applicant proposals for this grant opportunity must include a narrative describing organizational capacity, resources, commitment and must demonstrate and document program successes in similar ancillary programs.

### 1.7 GRANT PROPOSAL PROCESS

To ensure consistency and fairness of evaluation, each applicant seeking funding under this grant program must submit an application packet that includes the components listed below.

Note: Applicants failing to submit the required information/documentation will not be considered for funding.

**A. Number of Proposals:** Submit a total of seven (7) proposals – two (2) proposals with original signatures and five (5) copies with all attachments.

**B. Deadline:** Proposals must be received by 3 p.m. on December 6, 2017. Postmarks **are not** acceptable evidence of timely submission. Applicants are encouraged to send the proposal via

# NEW JERSEY TALENT NETWORKS

Notice of Grant Opportunity

Calendar Year 2018

certified mail with a return receipt, arrange for hand delivery or via overnight delivery service with return receipt to confirm timely delivery.

**C. Electronic Copy:** Applicants must have an electronic version (MS Word/PDF/Excel) including all attachments of the proposal available upon request.

**D. Proposal Content and Checklist:** All components in the proposal must be in the sequential order listed below. It is important to note that failure to include the required documentation may result in the proposal being removed from grant consideration.

<b>CHECKLIST</b>	<input type="checkbox"/>
<b>Applicant Title Page</b> (Attachment 1) <ul style="list-style-type: none"><li>• Chief Executive Officer/Authorized Signatory must sign and date</li></ul>	<input type="checkbox"/>
<b>Table of Contents</b> <ul style="list-style-type: none"><li>• List sections of the proposal including page numbers</li></ul>	<input type="checkbox"/>
<b>Reference List of Committed Partners</b> (5 employer/business references; 3 references from a combination of listed categories: educational institution, community- or faith-based organization, workforce development board, industry association, labor union)	<input type="checkbox"/>
Program Narrative (see description below)	<input type="checkbox"/>
<b>Budget</b> (Attachments 2 & 3) <ul style="list-style-type: none"><li>• Abstract</li><li>• Narrative</li></ul>	<input type="checkbox"/>
Financial Statements of Lead Agency	<input type="checkbox"/>
Template to Organize Grant Proposal Narrative (Attachment 4)	<input type="checkbox"/>
LWD General Provisions / Standard Assurances (Attachment 5) <ul style="list-style-type: none"><li>• Chief Executive Officer/Authorized Signatory must sign and date</li></ul>	<input type="checkbox"/>

## 1.8 GUIDELINES FOR GRANT PROPOSAL SUBMISSION

**A. Formatting:** The proposal must include all the program components and planning requirements outlined in the sections of this grant notice. All proposals must be typed. The electronic versions of the required attachments are posted on the website and should be used. It is important to note that failure to comply with instructions and/or to submit the required forms and attachments may result in the proposal being removed from consideration for funding. Only proposals adhering to the parameters outlined will be considered for review:

- All proposals must be submitted double-spaced on one-side of 8.5”x 11” white paper with no background or watermarks
- Font – Times New Roman, 12 point



# NEW JERSEY TALENT NETWORKS

## Notice of Grant Opportunity

Calendar Year 2018

- Spacing – double spaced, full justification is desired for paragraphs
- Margins – 1” top and bottom and 1” side margins
- Pages must be numbered – X of X pages and centered at the **bottom** of the page
- Applicant/organization’s name must be included on the **top** of each page of the proposal
- Do not submit unsolicited supplemental brochures and materials
- Completed proposal should not be held together by staples, bounding, spiral bounding, rubber band, etc. Proposals should not be submitted in binders or notebooks.
- Proposals should not exceed set page limits
- Use template (Attachment 4) to organize proposal narrative

**B. Title Page:** See Attachment 1, include requested information

### **C. Table of Contents**

**D. Reference List of Committed Partners:** Provide a sum total of **eight (8) references** from partners who commit to participate in Talent Network efforts including targeted industry partnerships, summits, and other events/activities designated by LWD. Provide five (5) references from businesses; and three (3) references from the following categories (select a different category for each reference): educational institution including K-12 program, community- or faith-based organization, workforce development board, industry association including chambers of commerce, philanthropic organization, labor union or other key stakeholder.

### **E. Proposal Narrative Must Include:**

- Executive Summary
- Overview of the workforce needs of the industry sector including critical challenges, skills gaps, training and talent needs, including contextual labor market information. Specify your organization’s commitment, expertise, experience, successes, capacity, and resources in addressing the aforementioned workforce development issues in the industry sector including amount of funding your organization expends and outcomes.
  - ***TN Technology Consultants:** Overview of the technology workforce needs of each industry sector including critical challenges, skills gaps, training and talent needs, including contextual labor market information. Specify your organization’s commitment, expertise, experience, successes, capacity, and resources in addressing the aforementioned technology workforce development issues in the Talent Network industry sectors including amount of funding your organization expends and outcomes.*
- Detail the strategy your organization will employ to operate successfully under the **65 by ‘25** credential attainment goal. Describe your plan to work concurrently and proactively to recruit, cultivate, expand, strengthen and retain targeted industry partnership members; facilitate a partnership with the corresponding Talent Development Center (where applicable) to inform curriculum and share key industry skills targeted industry partnership members identify as important to their industry; work with businesses to assist in developing career pathways.

# NEW JERSEY TALENT NETWORKS

## Notice of Grant Opportunity

Calendar Year 2018

- ***TN Technology Consultants:*** *Detail how technology within each industry will contribute to the 65 by '25 credential attainment goal. Describe how you will work cooperatively with each Talent Network to recruit, cultivate, expand, strengthen and retain targeted industry partnership members in the technology space; assist each Talent Network in facilitating partnerships with the corresponding Talent Development Center (where applicable) to inform curriculum and share key industry skills targeted industry partnership members identify as important to their industry as it pertains to technology; work with businesses in each Talent Network TIPs to assist in developing career pathways which connect technology to Talent Network industries.*
- Provide the qualifications and experience of staff contributing to the activities of the Talent Network including the Talent Network director / TN Technology Consultants. *Talent Network director / TN Technology Consultants must have experience working in the targeted industry.*
- Specify your preliminary plans to ensure sustainability of the targeted industry partnerships in the absence of funding from LWD
  - ***TN Technology Consultants:*** *Specify your preliminary plans to ensure sustainability of technology information for each Talent Network targeted industry partnership in the absence of funding from LWD.*
- Detail how the Talent Network will address the performance deliverables listed in SECTION 3.1, segmented by component (use attachment 4 template)
  - ***TN Technology Consultants:*** *Detail how TN Technology Consultants will address the performance deliverables listed in SECTION 3.1.a, segmented by component (use attachment 4A template)*
- Detail your strategy to engage businesses
  - ***TN Technology Consultants:*** *Detail your strategy to engage technology businesses in each Talent Network TIP*

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## SECTION TWO: FINANCE AND BUDGET FORMS

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### 2.1 BUDGET ABSTRACT

The budget abstract should clearly and accurately align and be consistent with activities outlined in the program narrative. Applicants must include a detailed budget using the template (Attachment 2). Budget abstract must reflect all funding related to the Talent Network including funding resources and expenditures. All amounts reported on the budget abstract must be fully supported by information provided on the budget narrative. Fringe benefits must be broken down into separate components (e.g., unemployment insurance, disability, pension, health care, and the like). Budgets will be reviewed using the State of New Jersey and federal (USDOL) policies and regulations, including negotiated indirect cost rate agreements.

# NEW JERSEY TALENT NETWORKS

Notice of Grant Opportunity

Calendar Year 2018

## 2.2 BUDGET NARRATIVE

The budget narrative should clearly and accurately align and be consistent with activities outlined in the program narrative. Applicants must provide a complete and thorough explanation of each cost category submitted in the budget abstract which should include direct financial contributions the organization brings to the project and how the grant and matching funding is tied to the program design and vision. Applicants must provide justification for all aspects of the budget. Budget narrative must be listed in the same order as the budget abstract. Budget narratives will be reviewed using guidelines for the State of New Jersey's policies and regulations.

## 2.3 FINANCIAL STATEMENTS OF LEAD AGENCY

Applicants must demonstrate the lead agency's capacity to administer the grant by submitting complete financial statements for the three most recently completed fiscal years. *Public institutions of higher education are exempt from this requirement.*

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## SECTION THREE: SCOPE OF WORK

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### 3.1 GRANT DELIVERABLES for TALENT NETWORKS

Using the state's *65 by '25* credential attainment goal which seeks to increase the number of New Jersey adults with a post-secondary degree or credential to 65 percent by the year 2025, the Talent Networks will be required to complete four components, using the following framework:

- Creating high-quality, business-driven partnerships
- Linking training to industry-valued credentials and experiential learning opportunities
- Developing and integrating career pathways

The Talent Networks are responsible for organizing targeted industry partnerships, known as TIPs, to cultivate high-quality, business-driven partnerships with businesses and industry associations. Additionally, Talent Networks must include the following groups/organizations in their targeted industry partnerships: Talent Development Centers (where applicable), educational institutions, local workforce development boards, labor market analysts, workforce organizations, and other stakeholders to concentrate on these components and tasks:

#### COMPONENT 1: PARTNER ENGAGEMENT

*Develop and sustain a high-quality, business-driven targeted industry partnerships to initiate dialogue on innovative ideas which lead to long-term solutions to industry challenges. Develop pilot program proposals generated by targeted industry partnership members.*

# NEW JERSEY TALENT NETWORKS

## Notice of Grant Opportunity

Calendar Year 2018

- **Task 1a:** Talent Network will detail strategy for recruitment and for ongoing engagement with businesses, community- and faith-based organizations; workforce organizations; and other stakeholders to participate in targeted industry partnerships.
- **Task 1b:** Talent Network will galvanize targeted industry partnership members to create innovative solutions to address the needs and wants expressed by businesses/employers including training skilled workers, gaining access to a talent pool of skilled workers, and educating and exposing K-12 superintendents, principals, teachers and students on opportunities and careers in the industry.
- **Task 1c:** Talent Network will work cooperatively with education, workforce and economic development partners, workforce development boards, chambers of commerce, industry and professional associations, the New Jersey Economic Development Authority and other partners to crystallize ideas and create tangible strategies which may lead to workforce development pilot programs.
- **Task 1d:** Talent Network will work collaboratively with targeted industry partnership members to develop pilot proposals to train, educate and grow talent within the industry. Identify partners including businesses, education and workforce stakeholders who are willing to participate in partnership development efforts.
- **Task 1e:** Pilot programs must meet the following **five (5) cornerstones**:
  - Connect to actively engaged businesses who are hiring
  - Connect to training which leads to an industry-valued credential and/or college credits
  - Link to an established career pathway or create a new career pathway
  - Provide work-based learning opportunities (i.e.: internships, co-ops, pre-apprenticeships, apprenticeships)
  - Include the Talent Network in a consultancy role
- **Task 1f:** Talent Network will ensure pilot program proposals include targeted industry partnership region recommendations. (*LWD will make final decisions on the regions following the review of all pilot program proposals*).
- **Task 1g:** Talent Network will ensure pilot programs identify:
  - Business commitments
  - Training provider(s)
  - Leveraged resources (i.e.: meeting space, services, materials)
  - Target population(s)
  - Proposed timeline and budget
  - Philanthropic investments and funding sources (outside of LWD funding)

# NEW JERSEY TALENT NETWORKS

Notice of Grant Opportunity

Calendar Year 2018

## COMPONENT 2: INDUSTRY INTELLIGENCE

*Identify common workforce needs through targeted industry partnerships to make individual businesses stronger while also helping the sector to become more competitive. Write plans for each targeted industry partnership region; write an annual state of the industry executive summary.*

- **Task 2a:** Talent Network will convene bimonthly (every other month) targeted industry partnership meetings for each region where businesses and industry associations will lead the dialogue on the short- and long-term workforce needs and skills gaps of the industry.
- **Task 2b:** Talent Network will serve as a key source of intelligence on the workforce needs of the industry. The Talent Network will gather and synthesize intelligence from businesses and employers in the industry and report findings to LWD Talent Network staff weekly using the customer relationship management system, Salesforce, or other designated method for reporting.
- **Task 2c:** Talent Network will guide and encourage businesses to identify industry-valued credentials and/or skills that are important to the success of their individual business and the industry sector statewide.
- **Task 2d:** Talent Network will position businesses to work collaboratively with the Talent Development Center (where applicable) to create industry career pathway maps which clearly defines transition points and places dislocated, incumbent and disadvantaged workers can exit or enter the industry.
- **Task 2e:** Talent Network will position businesses to work collaboratively with the Talent Development Center (where applicable) to encourage prior learning assessments, parallel to the New Jersey Prior Learning Assessment Network pioneered by Thomas Edison State University, which allow individuals to earn credit towards a degree for college-level knowledge acquired outside the classroom.
- **Task 2f:** Talent Network will encourage development of articulation credit agreements between colleges and universities for industry curriculum.
- **Task 2g:** Talent Network will address how the lead agency will secure business participation in the above mentioned activities and the strategies it will employ to obtain feedback on industry workforce needs from businesses.
- **Task 2h:** Talent Network will develop a comprehensive report identifying sector specific issues relevant to regional businesses and targeted industry partnership members including industry needs, challenges, trends and opportunities.
- **Task 2i:** Talent Network will propose solutions to address industry needs, challenges, trends and opportunities which incorporate partners from the targeted industry partnerships,

## NEW JERSEY TALENT NETWORKS

### Notice of Grant Opportunity

Calendar Year 2018

educational institutions, community- and faith-based organizations, workforce development boards, industry associations including chambers of commerce, philanthropic organizations, labor unions and other key stakeholders.

- **Task 2j:** Talent Network will write the executive summary one time each year for LWD's State of the Industry report using intelligence gathered from all sources including businesses, targeted industry partnership members and committees, industry summit, educational institutions and industry associations.

### COMPONENT 3: INDUSTRY SUMMIT

*Host a one-day industry summit*

- **Task 3a:** Talent Network will convene businesses, targeted industry partnership members, educational institutions, community- and faith-based organizations, workforce development boards, industry associations including chambers of commerce, philanthropic organizations, labor unions and other key stakeholders to learn and share real-time information on:
  - The direction of the industry in New Jersey
  - Current and future innovations within the industry
  - Highlight high-quality partnerships
  - Identify opportunities for partnerships (particularly untapped businesses)
  - Labor market information

### COMPONENT 4: SOCIAL MEDIA

*Website and Social Media*

- **Task 4a:** Talent Network will maintain a Talent Network industry web page with current industry information hosted by LWD.
- **Task 4b:** Talent Network will maintain a presence on social media (with a focus on LinkedIn) to disseminate industry intelligence, labor market information and to recruit targeted industry partnership members.

#### 3.1.a GRANT DELIVERABLES for TN TECHNOLOGY CONSULTANTS

*LWD suggests TN Technology Consultant applicants retain three full-time directors to cover the northern, central and southern Talent Network TIP regions. A minimum of two full-time directors is required and must be accounted for in the budget and budget narrative.*

*The TN Technology Consultants are responsible for assisting the nine (9) Talent Networks to successfully meet their deliverables by:*

# NEW JERSEY TALENT NETWORKS

## Notice of Grant Opportunity

Calendar Year 2018

- *Providing information on existing and new technology trends to enhance and expand Talent Network industries*
- *Connecting the Talent Networks to local, state, regional, national and global technology thought leaders, resources, associations and organizations*
- *Providing information on technology careers and pathways within Talent Network industries*

### COMPONENT 1: PARTNER ENGAGEMENT

- **Task 1a:** TN Technology Consultants will detail strategy for recruitment and for ongoing engagement with technology specific professionals, businesses, community- and faith-based organizations; workforce organizations; and other stakeholders to participate in targeted industry partnerships.
- **Task 1b:** TN Technology Consultants will galvanize targeted industry partnership members to create innovative technology solutions to address the needs and wants expressed by Talent Network industry businesses/employers including training skilled workers, gaining access to a talent pool of skilled workers, and educating and exposing K-12 superintendents, principals, teachers and students on technology opportunities and careers in Talent Network industries.
- **Task 1c:** TN Technology Consultants will work cooperatively with education, workforce and economic development partners, workforce development boards, chambers of commerce, industry and professional associations, the New Jersey Economic Development Authority and other partners to crystallize ideas and create tangible strategies which may lead to workforce development pilot programs.
- **Task 1d:** TN Technology Consultants will work collaboratively with targeted industry partnership members to develop pilot proposals to train, educate and grow technology talent within the industries. Identify partners including businesses, education and workforce stakeholders who are willing to participate in partnership development efforts.
- **Task 1e:** TN Technology Consultants will ensure Talent Network pilot programs embed technology opportunities and pathways and will work with Talent Networks to identify the following as it relates to technology:
  - Business commitments
  - Training provider(s)
  - Leveraged resources (i.e.: meeting space, services, materials)
  - Target population(s)
  - Proposed timeline and budget
  - Philanthropic investments and funding sources (outside of LWD funding)

# NEW JERSEY TALENT NETWORKS

Notice of Grant Opportunity

Calendar Year 2018

## COMPONENT 2: INDUSTRY INTELLIGENCE

*Identify common technology workforce needs through targeted industry partnerships to make individual businesses stronger while also helping the sector to become more competitive. Contribute information on technology trends and pathways for each targeted industry partnership region; and each Talent Network for its annual state of the industry executive summary.*

- **Task 2a:** TN Technology Consultants will attend bimonthly (every other month) targeted industry partnership meetings for each Talent Network in each TIP region to share and gain insight on technology trends within the Talent Network industry and to dialogue with businesses concerning their workforce technology needs and skills gaps.
- **Task 2b:** TN Technology Consultants will serve as a key technology resource for Talent Networks. TN Technology Consultants will gather and synthesize technology intelligence from businesses and employers in the industry and report findings weekly using the customer relationship management system, Salesforce, or other designated method for reporting.
- **Task 2c:** TN Technology Consultants will guide and encourage businesses to identify technology related industry-valued credentials and/or skills relevant to the success of individual businesses and the industry sector statewide.
- **Task 2d:** TN Technology Consultants will work collaboratively with Talent Networks to position businesses to work with Talent Development Centers (where applicable) to create technology industry career pathway maps which clearly define transition points and places dislocated, incumbent and disadvantaged workers can exit or enter the industry.
- **Task 2e:** TN Technology Consultants will work with Talent Networks to secure technology business participation in the above mentioned activities and employ strategies to obtain feedback on technology workforce needs within each industry.
- **Task 2f:** TN Technology Consultants will provide a monthly technology brief to share technology trends for each Talent Network industry which also incorporates intelligence gathered during TIP meetings. These technology briefs will include technology skills businesses identify as important, curriculum needs/wants, and skills gaps. TN Technology Consultants will cover sector specific issues relevant to regional businesses and targeted industry partnership members including industry needs, challenges, trends and opportunities. The technology brief will be distributed to LWD Talent Network staff, the respective Talent Network, and posted on the Talent Network's website and social media.
- **Task 2g:** TN Technology Consultants will propose technology solutions to address industry needs, challenges, trends and opportunities which incorporate partners from the targeted industry partnerships, educational institutions, community- and faith-based organizations,



## NEW JERSEY TALENT NETWORKS

Notice of Grant Opportunity

Calendar Year 2018

workforce development boards, industry associations including chambers of commerce, philanthropic organizations, labor unions and other key stakeholders.

- **Task 2h:** TN Technology Consultants will contribute to writing the executive summary for each Talent Network industry one time each year for LWD's State of the Industry report using intelligence gathered from all sources including businesses, targeted industry partnership members and committees, industry summit, educational institutions and industry associations.

### COMPONENT 3: INDUSTRY SUMMIT

*TN Technology Consultants will not hold its own Technology Industry Summit.*

- **Task 3a:** TN Technology Consultants will work with each Talent Network to contribute technology demonstrations, needs, information and talent for each their industry summit to include:
  - The direction of technology in each industry in New Jersey
  - Current and future technology innovations within the industry
  - Identify opportunities for partnerships (particularly untapped businesses)
  - Labor market information

### COMPONENT 4: SOCIAL MEDIA

*TN Technology Consultants will maintain a website hosted by LWD, but will not maintain individual social media accounts*

- **Task 4a:** TN Technology Consultants will post reports and other technology information on its website while also contributing technology information for the Talent Networks to post on their website and social media pages.
- **Task 4b:** TN Technology Consultants will provide technology information to the Talent Networks to disseminate industry intelligence, labor market information and to recruit targeted industry partnership members through their social media pages.

### 3.2 STRATEGIC PARTNERSHIP ACADEMY

The LWD Strategic Partnership Academy will provide professional development instruction to strengthen the capacity of the Talent Networks and key partners to develop and sustain high-quality, business-driven partnerships.

The Academy's instruction will include training on components of successful partnerships, an introduction to specific successful partnerships in New Jersey and other states, using labor market information to inform partnerships, identifying employers as potential targeted industry partnership

# NEW JERSEY TALENT NETWORKS

## Notice of Grant Opportunity

Calendar Year 2018

members, effectively engaging businesses and an overview on pursuing philanthropic and other funding sources.

- Strategic Partnership Academy will provide intensive, mandatory 12-month training for Talent Network directors and staff.
- Strategic Partnership Academy participants may include LWD staff, business service representatives, workforce development board directors, community- and faith-based organizations, labor unions, community college and university senior staff and other educational institution staff selected on a competitive basis.

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## SECTION FOUR: GRANT EVALUATION AND SELECTION

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### 4.1 EVALUATION CRITERIA

Proposals will be evaluated on the basis of quality, comprehensiveness, consistency, completeness, accuracy and appropriateness of response to this NGO. This NGO is competitive and will be reviewed by a selection committee using a pre-established set of requirements, which will include, but are not limited to information in Sections 1.8 and 3.1 of this NGO.

### 4.2 SELECTION CRITERIA

Proposals are subject to a LWD panel review and final approval by the Commissioner of the Department. Applicants will be notified of the final grant request determination within 30 business days after the panel review date.

Grants are awarded through an open competitive process. Only applications that meet the highest standards will be awarded. Following the panel review, applicants may be contacted to provide additional information or clarification on the grant submission.

**Leveraged Resources** Applicants must demonstrate how their organization will support Talent Network programming with other resources including funds (financial, supplemental and in-kind contributions) leveraged from other sources.

***\*\*The budget narrative should include a section on leveraged resources and in-kind contributions and should include the source or partner/funder entity whose support is contributing to the project, amount and use of funds.***

# NEW JERSEY TALENT NETWORKS

Notice of Grant Opportunity

Calendar Year 2018

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## SECTION FIVE: GENERAL PROVISIONS

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### 5.1 GENERAL PROVISIONS (See Standard Assurances, Attachment 5)

The duly authorized representative of the applicant with signatory authority is required to sign the signature page of the attached General Provisions. Should the applicant receive a Talent Network Grant award the General Provisions along with the NGO and the LWD Contract will govern the grant.

### 5.2 TAX CLEARANCE

**Tax Clearance:** Public Law 2007, c.101 requires that as a precondition to the award of business assistance or incentive or as a component of the proposal for business assistance or incentive, a person or business seeking a grant, loan, loan guarantee, or other monetary or financial benefit from a department or agency of state government shall obtain a Tax Clearance Certificate from the director of the New Jersey Department of the Treasury, Division of Taxation prior to the issuance of the grant, incentive or assistance. The application for tax clearance form is available at: <http://www.state.nj.us/treasury/taxation/busasst.shtml> Failure to complete this step can delay or forfeit a grant award. (Reimbursement checks are linked with the FEIN that is on file with the New Jersey Department of Treasury. As a result, reimbursement checks are mailed to the account on file with the department).

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**SECTION SIX: ATTACHMENTS**

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**ATTACHMENT 1**  
**Applicant Title Page**

TALENT NETWORK Notice of Grant Opportunity Application Calendar Year 2018				
<b>Name of Grant Applicant/Lead Agency:</b>				
<b>Street Address:</b>				
<b>City:</b>	<b>State:</b>	<b>Zip:</b>	<b>County:</b>	<b>District Number</b> :
<b>Contact Person:</b>	<b>Phone:</b>		<b>Email:</b>	
<b>Industry Sector:</b>				

<b>Previous Funding:</b> Did the applicant receive funding from LWD within the last three years? <input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>		
<i>If yes, name of grant and award amount:</i>		
<b>PROPOSAL CERTIFICATION:</b> <i>To the best of my knowledge and belief, the information contained in this proposal is true and correct. The document has been duly authorized by the governing body of this agency and, if funding is awarded, we will comply with the attached General Provisions.</i>		
<b>Authorized Signature:</b> _____		
<b>Print Name:</b>	<b>Title:</b>	<b>Date:</b>

<b>BUDGET ABSTRACT</b>
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<b>Name of Talent Network:</b>
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<b>Grantee Name:</b>
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<b>Street Address, City, State, Zip</b>
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<b>Contact Name</b>
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<b>Telephone:</b>	<b>Email Address:</b>	<b>Fax Number:</b>
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Budget Description	Amount \$ (TOTALS)
<b>Salaries</b> <ul style="list-style-type: none"> <li>• Item 1 (\$)</li> <li>• Item 2 (\$)</li> <li>• Item 3 (\$)</li> </ul>	\$ (Sub-Total)
<b>Administrative Costs</b> <ul style="list-style-type: none"> <li>• Item 1 (\$)</li> <li>• Item 2 (\$)</li> <li>• Item 3 (\$)</li> </ul>	\$ (Sub-Total)
<b>Travel</b> <ul style="list-style-type: none"> <li>• Item 1 (\$)</li> <li>• Item 2 (\$)</li> <li>• Item 3 (\$)</li> </ul>	\$ (Sub-Total)
<b>Materials, Supplies and Printing</b> <ul style="list-style-type: none"> <li>• Item 1 (\$)</li> <li>• Item 2 (\$)</li> <li>• Item 3 (\$)</li> </ul>	\$ (Sub-Total)
<b>Office Supplies</b> <ul style="list-style-type: none"> <li>• Item 1 (\$)</li> <li>• Item 2 (\$)</li> <li>• Item 3 (\$)</li> </ul>	\$ (Sub-Total)
<b>Website/Social Media/Networking</b> <ul style="list-style-type: none"> <li>• Item 1 (\$)</li> <li>• Item 2 (\$)</li> <li>• Item 3 (\$)</li> </ul>	\$ (Sub-Total)

<b>Talent Network Events</b> <ul style="list-style-type: none"> <li>• Item 1 (\$)</li> <li>• Item 2 (\$)</li> <li>• Item 3 (\$)</li> </ul>	\$ (Sub-Total)
<b>Telephone</b> <ul style="list-style-type: none"> <li>• Item 1 (\$)</li> <li>• Item 2 (\$)</li> <li>• Item 3 (\$)</li> </ul>	\$ (Sub-Total)
<b>Office Space</b> <ul style="list-style-type: none"> <li>• Item 1 (\$)</li> <li>• Item 2 (\$)</li> <li>• Item 3 (\$)</li> </ul>	\$ (Sub-Total)
<b>Independent Fiscal Audit</b> <ul style="list-style-type: none"> <li>• Item 1 (\$)</li> <li>• Item 2 (\$)</li> <li>• Item 3 (\$)</li> </ul>	\$ (Sub-Total)
<b>Leveraged Resources</b> <ul style="list-style-type: none"> <li>• Item 1 (\$)</li> <li>• Item 2 (\$)</li> <li>• Item 3 (\$)</li> </ul>	\$ (Sub-Total)
<b>In-kind Contributions</b> <ul style="list-style-type: none"> <li>• Item 1 (\$)</li> <li>• Item 2 (\$)</li> <li>• Item 3 (\$)</li> </ul>	\$ (Sub-Total)
<b>Other</b> <ul style="list-style-type: none"> <li>• Item 1 (\$)</li> <li>• Item 2 (\$)</li> <li>• Item 3 (\$)</li> </ul>	\$ (Sub-Total)
<b>Proposed Budget Totals</b>	\$ TOTAL

**ATTACHMENT 3**

<b>BUDGET NARRATIVE EXAMPLE</b>		
Talent Network Director: 100% FTE	Function: Oversee program management. Works with administrative staff to monitor fiscal agency activity. Manage functions including: Strategic planning and execution of grant deliverables and reporting, leadership and supervisory management of staff and sub-contractor-contracts. Advise on specific program activity, primary resource to coordinate and develop industry partnerships, outreach to WDBs, businesses, events planning.	Annual Salary: \$65,000
Financial Management	Function: Oversight, guidance and quality control. Invoice processing, management reporting	\$5,000
Administrative support	Function: Internal meeting logistics, travel support, other tasks assigned	\$2,000
Part-time Student Worker	Function: Assist with all functions of the program as directed by professional staff including special events, workshops, marketing, outreach.	\$1,600
Executive Assistant or Associate to the President	Function: Provide executive assistance in the coordination and introduction of industry partners, CEOs and H.R. representatives. Serve as program liaison to industry clusters. Provide expertise and industry knowledge at designated functions and meetings.	\$5,000
Fringe Benefits (FB): Estimated Cost	Estimated taxes for staff members' salaries @ 48.3%	\$29,678.45
Sub-Contracts		\$119,015.02
Events	Audio visual costs; event registrations for staff. Fees for use of facilities outside of College	\$9,500
Travel/Tolls/Parking	Mileage: @ x .31 Travel to all state and regional county offices to conduct training, recruitment events, networking and develop employer partnerships; parking	\$5,045
Supplies	Office Supplies- including but not limited to: printing, postage, telephone/mobile services, internet, office equipment (e.g. printer) and badges; toner; pens; paper.	\$4,012.90
Equipment	Purchase of two laptops and printers	\$3,600
Memberships / Printing / Phone	Memberships to business and professional organizations Printing fliers and other documents for distribution at events Reimbursement of mobile phone expenses	\$7,400
Fiscal Administration	Expenses for program support and administration at the university level	\$17,998.63
<b>Total Program Funds</b>		<b>\$275,000</b>



**TEMPLATE TO ORGANIZE TALENT NETWORK  
PROPOSAL NARRATIVE**

<b>PROPOSAL HEADINGS</b>	<b>TOTAL POINTS</b>
<b>Executive Summary</b> (1-page limit)	5
<b>Overview of Workforce Needs of Industry Sector</b> (2-page limit)	10
<b>Strategy to operate under 65 By '25</b> (1-page limit)	5
<b>Qualifications/Experience of Staff</b> (1-page limit per staff member)	5
<b>Sustainability Plan</b> (2-page limit)	15
<b>Performance Deliverables</b> (6-page limit)	40
Component 1: <i>Partner Engagement</i> <ul style="list-style-type: none"> <li>• Develop and sustain high-quality, business driven targeted industry partnerships in each region</li> <li>• Develop pilot program proposals generated by targeted industry partnership members</li> </ul>	
Component 2: <i>Industry Intelligence</i> <ul style="list-style-type: none"> <li>• Identify common workforce needs through targeted industry partnerships</li> <li>• Develop regional plans for each targeted industry partnership</li> <li>• Produce annual state of the industry executive summary</li> </ul>	
Component 3: <i>Industry Summit</i>	
Component 4: <i>Social Media</i>	
<b>Business Engagement Strategy</b> (2-page limit)	20
	<b>100</b>

**TEMPLATE TO ORGANIZE  
TN TECHNOLOGY CONSULTANTS  
PROPOSAL NARRATIVE**

<b>PROPOSAL HEADINGS</b>	<b>TOTAL POINTS</b>
<b>Executive Summary</b> (3-page limit)	5
<b>Overview of Technology Workforce Needs of Each Talent Network Industry</b> (16-page limit)	10
<b>Strategy to operate under 65 By '25</b> (3-page limit)	5
<b>Qualifications/Experience of Staff</b> (1-page limit per staff member)	5
<b>Sustainability Plan</b> (3-page limit)	15
<b>Performance Deliverables</b> (18-page limit)	40
Component 1: <i>Partner Engagement</i> <ul style="list-style-type: none"> <li>• Detail strategy for recruitment and for ongoing engagement with technology stakeholders to participate in targeted industry partnerships.</li> <li>• Galvanize targeted industry partnership members to create innovative technology solutions</li> <li>• Work collaboratively with targeted industry partnership members to develop pilot proposals</li> </ul>	
Component 2: <i>Industry Intelligence</i> <ul style="list-style-type: none"> <li>• Identify common technology workforce needs through targeted industry partnerships</li> <li>• Contribute information on technology, trends and pathways for TIP regional plans and for annual state of the industry executive summary</li> </ul>	
Component 3: <i>Industry Summit</i> <ul style="list-style-type: none"> <li>• Will work with each Talent Network to contribute technology demonstrations, needs, information and talent</li> </ul>	
Component 4: <i>Social Media</i> <ul style="list-style-type: none"> <li>• Post reports and other technology information on its website; share technology information for the Talent Networks to post</li> </ul>	
<b>Business Engagement Strategy</b> (12-page limit)	20
	<b>100</b>

## Standard Assurances and Certifications

### ASSURANCES AND CERTIFICATIONS

The grantor will not award a grant where the grantee has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. In performing its responsibilities under this agreement the grantee hereby certifies and assures that it will fully comply with the following:

- 1) Assurances Non-Construction Programs (SF 424 B)
- 2) Debarment and Suspension Certification (29 CFR Part 98)
- 3) Certification Regarding Lobbying (29 CFR Part 93)
- 4) Drug Free Workplace Certification (29 CFR Part 98)
- 5) Nondiscrimination and Equal Opportunity Assurance (29 CFR Part 38)
- 6) Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards (2 CFR Part 200)

By signing the agreement the grantee is providing the above assurances and certifications as detailed below:

#### 1) ASSURANCES NON-CONSTRUCTION PROGRAMS

**NOTE:** Certain assurances may not be applicable to your project or program. If you have questions, please contact the grantor agency.

As the duly authorized representative of the applicant, I certify that the applicant:

- A) Has the legal authority to apply for federal assistance and the institutional managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
- B) Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting principles or agency directives.
- C) Will establish safeguards to prohibit employees 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 19 statutes or regulations specified in Appendix A of 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. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq. (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101- 6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972, 21 U.S.C. 1101 et seq. (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 21 U.S.C. 801 et seq. (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act (42 U.S.C. 290 dd-2), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of

housing; (i) the Genetic Information Nondiscrimination Act of 2008 which prohibits discrimination on the basis of genetic information; (j) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

- 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. (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
- H) Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit 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 provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally assisted construction subagreements.
- J) Will comply, if applicable, with Flood Insurance Purchase Requirements of section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. 4001 et seq. (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- K) Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 U.S.C. 4321 et seq. (P. L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (f) conformity of federal actions to state (Clear Air) implementation plans under section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974 as amended, 42 U.S.C. 300f et seq. (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531 et seq. (P.L. 93-205).
- L) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- M) Will assist the awarding agency in assuring compliance with section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties) 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 this award of assistance.
- O) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544), as amended, (7 U.S.C. 2131 et seq.) pertaining to the care, handling and treatment of warm blooded animals held for research, teaching or other activities supported by this award of assistance.
- P) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- Q) Will cause to be performed the required financial and compliance audits in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (78 FR 78589).
- R) Will comply with all applicable requirements of all other federal laws, executive orders, regulations and policies governing this program.

- S) Will comply with the Federal Funding Accountability and Transparency Act requiring recipients and subrecipients of federal financial assistance to obtain a Data Universal Numbering System (DUNS) number and will report the DUNS number to the grantor as a condition of receiving a federal grant or award. Furthermore the grantee must be registered in the federal System for Award Management (SAM) and continue to maintain an active SAM registration with current information at all times during which the term of this grant or award is in effect. Furthermore no contract, award, subgrant will be made by the grantee to another party if said party is listed in the Excluded Parties List System in the federal SAM.

## **2) CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

As required by EO 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, sections 85.105 and 85.110.

The prospective primary participant 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 the state of New Jersey.
- B) Have not within a three year period preceding this proposal been convicted 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 (federal, state or local) 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 or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph B of this certification; and have not within a three year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.
- D) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (or plan).
- E) Are not listed in the Excluded Parties List System in the federal SAM.

## **3) CERTIFICATION REGARDING LOBBYING**

As required by 31 U.S.C. 1352 and implemented at 34 CFR Part 82, for the persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, sections 82.105 and 82.110 that applicant certifies that:

The undersigned (i.e., grantee signatory) certifies, to the best of his or her knowledge and belief that:

- A) 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 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.
- 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 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, in accordance with its instructions.
- C) 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. 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.

#### **4) CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees as defined at 34 CFR Part 85, sections 85.605 and 85.610.

The grantee certifies that it will or 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 grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B) Establishing an ongoing drug-free awareness program to inform employees about:
  - 1) The dangers of drug abuse in the workplace;
  - 2) The grantee's policy of maintaining a drug-free workplace;
  - 3) Any available drug counseling, rehabilitation and employee assistance programs; and
  - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph A.
- D) Notifying the employee in the statement required by paragraph A that as a condition of employment under the grant, the employee will:
  - 1) Abide by the terms of the statement; and
  - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- E) Notifying the agency in writing, within 10 calendar days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
- F) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:
  - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement or other appropriate agency.
- G) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A, B, C, D, E and F.

#### **5) NONDISCRIMINATION AND EQUAL OPPORTUNITY ASSURANCE**

As a condition to the award of financial assistance from LWD, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- A) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin.
- B) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.
- C) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.
- D) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
- E) The Americans with Disabilities Act (P.L. 101-336) which prohibits discrimination based on disabilities in the areas of employment, public services, transportation, public accommodations and telecommunications. It requires all affected entities to provide *reasonable accommodation* to persons with disabilities.
- F) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I-financially assisted program or activity.
- G) The grant applicant also assures that it will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

**6) UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (2 CFR PART 200)**

As a condition to the award of Federal financial assistance, the recipient or subrecipient assures that it will fully abide by all regulations of 2 CFR Chapter I, Chapter II, Part 200

The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (Street address, city, county, state, ZIP code)

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Check ( ) if there are workplaces on file that are not identified.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

---

**Printed Name and Title** **Signature**

---

**Date**

# General Provisions

## DEFINITIONS

For the purpose of this document, the following definitions apply:

- Grantor is defined as the New Jersey Department of Labor and Workforce Development, which is also referred to as LWD.
- Grantee is defined as any entity in direct receipt of funds by written instrument from LWD.
- Subgrantee is defined as any entity in receipt of funds from a grantee.
- Agreement refers to the contract with LWD, the General Provisions, and where applicable, the Standard Assurances and Certifications.

## 1) COMPLIANCE WITH EXISTING LAWS

A) The grantee agrees to comply with all federal, state and municipal laws, rules and regulations generally applicable to the activities in which the grantee is engaged in performance of this agreement.

B) These laws, rules and regulations include, but are not limited to the following:

- 1) Federal Office of Management and Budget (OMB) documents: <http://www.whitehouse.gov/omb/circulars>.
- 2) New Jersey Department of the Treasury, Office of Management and Budget documents:
  - (a) Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid: [http://www.state.nj.us/infobank/circular/cir1508\\_omb.pdf](http://www.state.nj.us/infobank/circular/cir1508_omb.pdf).
  - (b) State Grant Compliance Supplement: <http://www.state.nj.us/treasury/omb/publications/grant/index.shtml>.
- 3) State Affirmative Action Legal Citations: The grantee agrees to comply with and to require subgrantees to comply with N.J.A.C. 17:27, applicable provisions of N.J.S.A. 10:5 et al., P.L. 1975, c. 127 and all implementing regulations.

Customized Training - Where funding is provided in whole or in part from the Workforce Development Partnership (WDP) fund, the grantee assures and agrees that it will fully comply with the requirements of the New Jersey Employment and Workforce Development Act (P.L. 1992 c. 43) and state regulations and directives governing this program. These requirements include the following assurances:

- 1) The grantee assures that it will fully comply with all federal and state laws regarding child labor, wages, workplace and classroom safety, health standards and other laws.
- 2) The grantee agrees that if it relocates outside New Jersey or outsources employee positions within three years following the end date of the customized training contract, the grantee will promptly notify LWD and refund all money to LWD, including payments made to any subgrantee on its behalf.
- 3) The grantee agrees to retain only service providers located in the state of New Jersey to provide the customized training services funded under this agreement.

Failure to comply with the laws, rules and regulations shall be grounds for termination of this agreement.

## 2) NONDISCRIMINATION AND EQUAL OPPORTUNITY

The grantee agrees to comply with the nondiscrimination and equal opportunity provisions of the following laws:

- 1) Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA financially-assisted program or activity.
- 2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin.



- 3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.
- 4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.
- 5) Title IX of the Education Amendments of 1972, as amended which prohibits discrimination on the basis of sex in educational programs.
- 6) The Americans with Disabilities Act (P.L. 101-336) which prohibits discrimination based on disabilities in the areas of employment, public services, transportation, public accommodations and telecommunications. It requires all affected entities to provide reasonable accommodation to persons with disabilities.
- 7) The Genetic Information Nondiscrimination Act of 2008 which prohibits discrimination on the basis of genetic information.
- 8) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made and the requirements of any other nondiscrimination statute(s) which may apply to the application.

The grantee also assures that it will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above.

### **3) SPECIAL GRANT CONDITIONS FOR HIGH RISK GRANTEES**

- A) A grantee may be considered high risk if LWD determines that a grantee:
  - 1) Has a history of unsatisfactory performance;
  - 2) Is not financially stable;
  - 3) Has a financial management system which does not meet the standards set forth in section 4;
  - 4) Has not conformed to terms and conditions of previous awards; and
  - 5) Is otherwise not responsible.
- B) When LWD determines that an award will be made; special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award. Special conditions and/or restrictions may include:
  - 1) Payment on a reimbursement basis;
  - 2) Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period;
  - 3) Requiring additional, more detailed financial reports;
  - 4) Additional project monitoring;
  - 5) Requiring the grantee to obtain technical or management assistance; and
  - 6) Establishing additional prior approvals.
- C) If LWD decides to impose such special conditions and/or restrictions, an LWD official will notify the grantee as soon as possible, in writing, of:
  - 1) The nature of the special conditions and/or restrictions;
  - 2) The reason(s) for imposing the special conditions and/or restrictions;
  - 3) The corrective actions that must be taken before the special conditions and/or restrictions will be removed by LWD and the time allowed for completing the corrective actions; and
  - 4) The method of requesting reconsideration of the special conditions and/or restrictions imposed.

### **4) FINANCIAL MANAGEMENT SYSTEM**

- A) The grantee shall be responsible for maintaining an adequate financial management system and will immediately notify LWD when the grantee cannot comply with the requirements established in this section of the grant.
- B) The grantee's financial management system shall provide for:

1) Financial Reporting:

Accurate, current and complete disclosure of the financial results of each grant in conformity with generally accepted principles of accounting and reporting in a format that is in accordance with the financial reporting requirements of the grant;

2) Accounting Records:

Records that adequately identify the source and application of funds for LWD-supported activities. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures and income;

3) Internal Control:

Effective internal and accounting controls over all funds, property and other assets. The grantee shall adequately safeguard all such assets and assure that they are used solely for authorized purposes;

4) Budget Control:

Comparison of actual expenditures or outlays with budgeted amounts for each grant. Also, the relationship of the financial information with performance or productivity data, including the development of unit cost information required by LWD;

5) Allowable Costs:

Procedures for determining reasonableness, allowability and allocability of costs generally consistent with the provisions of federal and state requirements;

6) Source Documentation:

Accounting records that are supported by source documentation; and

7) Cash Management:

Procedures to minimize the time elapsing between the advance of funds from LWD and the disbursement by the grantee, whenever funds are advanced by LWD.

C) LWD may require the submission of a Statement of Adequacy of the Accounting System, as provided in Chapter II-2 of the **One-Stop Comprehensive Financial Management Technical Assistance Guide**, available at [http://www.doleta.gov/grants/pdf/FinalTAG\\_August\\_02.pdf](http://www.doleta.gov/grants/pdf/FinalTAG_August_02.pdf).

D) LWD may review the adequacy of the financial management system of any applicant as part of a pre-award review or at any time subsequent to the award. If LWD determines that the grantee's accounting system does not meet the standards described in paragraph B above, additional information to monitor the grant may be required by LWD upon written notice to the grantee, until such time as the system meets with LWD approval.

## 5) ALLOWABLE COSTS

Funds expended in this project shall be those as stated in the agreement for the purposes and functions outlined, unless changed by an approved modification. The grantee shall be entitled only to reimbursement for actual expenses incurred or obligated during the agreement period or during an approved extension agreed upon by the grantee and LWD, and only in the amount specified in the agreement. All obligations shall be liquidated by the period provided in the agreement and per federal and state requirements.

Grantees who are government, educational or nonprofit organizations must comply with federal cost principles as established in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

These regulations establish government-wide cost principles, including a requirement that salaries and wages charged to this agreement be supported by appropriate personnel activity reports and meet the requirements of 2 CFR 200.430(i) Standards for Documentation of Personal Expenses.

The grantee is responsible for the proper withholding and payment of employment-related taxes for any individual hired or otherwise employed by the grantee who meets the definition of employee in accordance with N.J.S.A. 43:21-19(i)(6).

Should any funds under this agreement be used for the purpose of satisfying any grantee or subgrantee pooled costs (i.e., general and administrative or indirect), it is the sole responsibility of the grantee to provide documentation substantiating such cost. It is incumbent upon the grantee to provide sufficient documentation regarding such requests including documentation of its development and components and approval by the appropriate cognizant agency. LWD reserves the right to cap and deny any requests associated with pooled costs (i.e., general and administrative or indirect). Funding of the budgeted amount of the pooled costs in this agreement does not imply approval by LWD of the amount or method of calculation.

## **6) MATCHING AND COST SHARING**

The grantee shall be required to account to the satisfaction of LWD for matching and cost sharing requirements in accordance with the agreement and federal and state requirements.

## **7) PROGRAM INCOME**

Program income shall be defined as gross income earned by the grantee from grant-supported activities. Such earnings include, but will not be limited to, income from service fees, sale of commodities, usage or rental fees and royalties on patents and copyrights.

- A) If a grantee receives interest earned of \$250 or more in a fiscal year on advances of grant funds, see Chapter II-7-3 of the **One-Stop Comprehensive Financial Management Technical Assistance Guide**.
- B) Unless otherwise provided or specified, the grantee shall have no obligation to LWD with respect to royalties received as a result of copyrights or patents produced under the grant.
- C) All other program income earned during the grant period shall be retained by the grantee and used in accordance with Chapter II-7 of the **One-Stop Comprehensive Financial Management Technical Assistance Guide**.

## **8) PRICE WARRANTY**

The grantee warrants that the prices agreed upon are not less favorable than those currently extended to any other customer for the same or similar articles in similar quantities. The grantee extends the same terms and conditions as extended to its most favored customers and final price includes all common reductions for discounts, rebates or other incentives. All goods procured under this agreement shall be name brand, first quality, new parts, unless otherwise specified.

## **9) PAYMENT METHOD**

- A) Payments to the grantee or on behalf of the grantee shall be issued only after the agreement has been executed. The grantee will provide sufficient documentation that action has been taken to carry out the terms and conditions of the agreement. Upon receipt of the requisite financial and narrative reports and other forms required by LWD and upon appropriate certification by the director of finance and accounting of LWD, LWD will pay the grantee per the agreement's payment schedule.
- B) A Payment Voucher (Form PV 6/93) form will be submitted in a form satisfactory to LWD, with supporting documentation that the contracted services are operational and will continue to be for the period specified in the agreement. At its discretion, LWD may request additional reports.

## 10) REPORTING REQUIREMENTS

The grantee agrees to provide all reports specified in the agreement within the established timeframe and to the satisfaction of LWD. Financial reports are to be reported on the accrual basis of accounting.

## 11) STATE MONITORING, EVALUATION AND AUDIT

The following sections A to E pertain to all governmental, non-profit organizations and for-profit organizations:

- A) The grantee agrees to cooperate with any monitoring, evaluation and/or audit conducted by LWD or their designees and authorized agents.
- B) The grantee will maintain its records and accounts in such a way as to facilitate the preparation of financial statements in accordance with generally accepted accounting principles and the audits thereof and ensure that subgrantees also maintain records which are auditable. The grantee is responsible for any disallowed costs resulting from any audit exceptions incurred by its own organization or that of its subgrantees.
- C) LWD reserves the right to build upon the audit received. Interim audits may be conducted at the discretion of LWD.
- D) The grantee agrees to provide full access to their books and records and to submit to any audit or review of financial and compliance requirements of LWD.
- E) The grantee agrees to include in the engagement letter or agreement with any independent audit firm language that LWD is granted access to any and all workpapers that support or address any and all findings that are in regards to LWD funds.

The following sections F to M pertain to all governmental and non-profit organizations:

- F) All grantees that expend \$750,000 or more in federal financial assistance or state financial assistance within their fiscal year must have annual single audits or program-specific audits performed in accordance with Subpart F – Audit Requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and state policy.
- G) All grantees that expend less than \$750,000 in federal or state financial assistance within their fiscal year, but expend \$100,000 or more in state and/or federal financial assistance within their fiscal year, must have either a financial statement audit performed in accordance with Government Auditing Standards (Yellow Book) or a program-specific audit performed in accordance with Subpart F – Audit Requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and state policy.
- H) Program-specific audits in accordance with Subpart F – Audit Requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards can be elected when a grantee expends federal or state awards under only one federal or state program and the federal or state program's statutes, regulations, or terms and conditions of the grant award do not require a financial statement audit of the recipient.
- I) All grantees that expend less than \$100,000 in federal or state financial assistance within their fiscal year, but expend \$50,000 or more in federal or state financial assistance within their fiscal year must have a special report applying agreed upon procedures including, but not limited to, reviewing and testing the cost and expenses incurred for which reimbursement was requested to determine their propriety under the contract and review of the training records which substantiate training was completed in accordance with the contracts. The procedures to be followed will be provided by the department's Office of Internal Audit.
- J) Although Subpart F – Audit Requirements allows specific provisions for biennial audits; state policy continues to require all audits to be performed on an annual basis.

- K) In addition to federal-required reports and opinions, grantee single audits must contain similar reports and opinions for state funds.
- L) Grantee single audit reports must include a supplementary schedule of the entity's state grant and state financial assistance programs. This schedule must show for each program:
- State Grantor Organization;
  - Program Title/Name;
  - State Grant Award Number or Account Number;
  - Grant Award Period;
  - Fiscal Year Grant Expenditures;
  - Total Grant Expenditures to Date.

The following section M pertains to for-profit organizations:

- M) All grantees that expend \$50,000 or more in federal or state financial assistance within their fiscal year must have either:
- A grant specific audit in accordance with Government Auditing standards (Yellow Book), or;
  - A financial audit report conducted under generally accepted auditing standards which includes a separate report on compliance with contractual provisions, or;
  - A special report applying agreed upon procedures including, but not limited to, reviewing and testing the cost and expenses incurred for which reimbursement was requested to determine their propriety under the contract and review of the training records which substantiate training was completed in accordance with the contracts. The procedures to be followed will be provided by the Department's Office of Internal Audit.

## 12) RECORDS

The grantee agrees to collect, maintain and, upon request, report equal opportunity information, including sex, age, disability, ethnicity, and race, for all individuals who apply for benefits or services financially assisted by the program. Such records must include, but are not limited to, records on applicants, registrants, eligible applicants and registrants, participants, ex-participants, employees and applicants for employment. The grantee agrees to record the race, ethnicity, sex, age and where known, disability status of every applicant, registrant, eligible applicant and registrant, participant, ex-participant, applicant for employment and employee. The grantee further agrees to comply with the requirements of 2 C.F.R 200.79 and 2 C.F.R 200.82 which governs the use of personally identifiable information (PII). Such information must be stored in a manner that ensures confidentiality and must be used only for the purposes of recordkeeping and reporting; determining eligibility, where appropriate; determining the extent to which the grantee is operating the program or activity in a nondiscriminatory manner; or other use authorized by law. Where designation of individuals by race or ethnicity is required, the guidelines of the Office of Management and Budget must be used.

**Retention** – The grantee agrees to maintain all records pertinent to all grants, contracts and agreements, including financial, statistical, property and participant records and supporting documentation for a period of seven years from the date of the final expenditure report. The aforementioned records will be retained beyond the seven years if any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records will be retained until the litigation, audit or claim has been finally resolved. The grantee agrees to insure that subgrantees retain records in accordance with these requirements. In the event of the termination of the relationship between grantee and subgrantees, the grantee shall be responsible for the maintenance and retention of the records of any subgrantees unable to retain them.

**Access** – LWD may investigate any matter it deems necessary to determine compliance with state policy and/or procedures. The investigations authorized by this provision may include examining records (including making certified copies thereof), questioning employees and entering any premises or onto any site in which any part of a program of the grantee is conducted or in which any of the records of the grantee are kept.

### **13) PROCUREMENT STANDARDS**

Procurement of supplies, equipment and other services with funds provided by this agreement shall be accomplished in a manner generally consistent with federal and state requirements.

Adherence to the standards contained in the applicable federal and state laws and regulations does not relieve the grantee of the contractual responsibilities arising under its procurements. The grantee is the responsible authority, without recourse to LWD, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurement entered in support of a grant.

### **14) PROPERTY**

The grantee is responsible and accountable for all equipment and property purchased with funds under this agreement, including purchases made by any subgrantee receiving payments on behalf of the grantee. A current inventory of such property and equipment, with a value of \$1,000 or more, shall be maintained by the grantee. Procedures for property records are outlined in the state of New Jersey Treasury Circular 11-19, <http://www.state.nj.us/infobank/circular/cir1119b.pdf>, and the grantee shall follow those procedures. The grantee agrees to provide the same security and safekeeping measures for property paid for under this agreement as the grantee provides for the same or similar property owned by the grantee. The grantee agrees to impose similar conditions upon any subgrantee engaged to provide services under this agreement.

All documents, patents, copyrights, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, reports, plans and other materials prepared by the grantee in connection with the project are the property of LWD. Such material will be delivered to LWD upon request.

If the project is funded under WDP, all documents, patents, copyrights, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, reports, plans and other materials prepared by the grantee in connection with the grant are the property of said grantee. However, LWD retains the authority to review such material for the limited purpose of determining the extent and quality of performance under the grant. Such materials shall be reviewed by LWD upon notice given to the grantee and shall promptly be made available to LWD for inspection. LWD agrees to take all reasonable steps necessary to safeguard the grantee's proprietary interest in these materials.

In addition, if the aforementioned items are developed pursuant to a grant or contract funded in whole or in part by federal funds, the federal agency which provided the funds reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant, and ii) and rights of copyright to which the grantee, subgrantee or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. If applicable, the following needs to be on all products developed in whole or in part with grant funds in accordance with the WIOA Annual Financial Agreement:

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 grantee 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.

### **15) TRAVEL AND CONFERENCES**

Conferences or seminars conducted by the grantee shall be held at the grantee's facilities or at public facilities whenever possible. The rate of reimbursement for mileage allowed for employees of the grantee or subgrantee(s) traveling by personal automobile on official business shall be the rate set by the grantee's policies that are in effect at the time of travel and may not exceed the Internal Revenue Service's standard mileage rate in

effect at the time of the travel. If the grantee has an executed collective bargaining agreement, the mileage rate shall not exceed the current Internal Revenue Service's standard mileage rate. The current standard mileage rate can be found at the following website: <http://www.irs.gov/Tax-Professionals/Standard-Mileage-Rates>.

Reimbursements for meals, lodging and travel shall be in accordance with the grantee or subgrantee(s) written travel reimbursement policies not to exceed Federal per diem rates in effect at the time of the travel. The current per diem rates can be found at the following website: <http://www.gsa.gov/portal/category/100120>.

## **16) SUBCONTRACTING**

The grantee will perform all terms and conditions of this agreement unless a provision allowing the subcontracting of work is contained in the agreement. All terms and conditions applicable to the grantee apply to any subcontractors or third parties hired by the grantee. None of the work or services covered by this agreement shall be contracted or subcontracted without the prior written approval of LWD. Any work or services contracted or subcontracted out hereunder shall be specified in detail by written contract or subcontract. The grantee agrees to impose similar conditions upon any subgrantee to ensure their compliance with all the terms and conditions of this agreement. LWD \*retains the authority to review and approve or disapprove all contracts or subcontracts executed to provide the services for which the funds are being provided. At LWD's request, the grantee will promptly forward copies of any contracts or subcontracts and fiscal, programmatic and other material pertaining to said subgrantee.

## **17) MODIFICATIONS**

Modification to the agreement will be made in accordance with procedures prescribed by LWD effective at the time of submission of the modification.

- A) The grantee agrees to submit a written modification for approval prior to changing any budget line item contained in this agreement.
- B) LWD and grantee agree to make any changes to this agreement only through a written modification.
- C) All modifications to this agreement will be appended to and become part of this agreement.

## **18) DISPUTES**

The grantee agrees to attempt to resolve disputes arising from this agreement by administrative process and negotiations in lieu of litigation. The grantee assures performance of this agreement while any dispute is pending.

Any dispute which is not settled by informal means shall be decided by LWD, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the grantee. The grantee shall be afforded an opportunity to be heard and to offer evidence in support of its position. Pending final decision of a dispute hereunder, the grantee shall proceed diligently with the performance under the agreement.

The dispute resolution mechanism described in this section is not exclusive. LWD and grantee preserve all rights in law and equity to pursue any claims that may arise.

This agreement shall be governed by and construed and enforced in accordance with the laws of the state of New Jersey.

## **19) SEVERABILITY**

If any one or more provisions of the agreement are finally adjudicated to be unlawful or unenforceable by a court of competent jurisdiction, then this agreement shall be construed as if such unlawful provisions had not been contained herein.

## 20) TERMINATION

- A) Termination for Convenience – LWD or grantee may request a termination for any reason. LWD or grantee shall give 90 days' advance notice, in writing, to the other parties to this agreement of the effective date of such termination. The grantee shall be entitled to receive just and equitable compensation for any services satisfactorily performed hereunder through the date of termination.
- B) Termination for Cause – LWD may terminate this agreement when it has determined that the grantee has failed to provide the services specified, or has failed to comply with any of the provisions contained in this agreement or approved application, or otherwise breached the terms of this agreement. If the grantee fails to perform in whole or in part under this agreement, or fails to make sufficient progress so as to endanger performance, or otherwise breaches the terms of this agreement, LWD will notify the other parties to this agreement of such unsatisfactory performance or breach in writing. The grantee has 10 working days in which to respond with a plan agreeable to LWD for correction of the deficiencies. If the grantee does not respond within the appointed time with corrective plans satisfactory to LWD, LWD will serve a termination notice on the grantee which will become effective within 10 days after receipt. In the event of such termination, LWD shall only be liable for payment for services rendered prior to the effective date of the termination, provided such services are performed in accordance with the provisions of this agreement.
- C) Termination or Reduction of Funds
  - 1) The grantee agrees that major changes to this agreement, both in terms of program content and funding levels, may be required prior to its implementation or during the term of its operations due to new or revised legislation or regulations. The grantee agrees that any such changes deemed necessary by the commissioner of LWD shall be immediately incorporated into this agreement.
  - 2) Unearned payments under this agreement may be suspended or terminated upon refusal to accept or satisfy any additional conditions that may be imposed by LWD at any time.

## 21) CONTRACT CLOSEOUT

- A) The following definitions shall apply for the purpose of this section:
  - 1) Contract Closeout – The closeout of an agreement is the process by which LWD determines that all applicable administrative actions and all required work of the agreement have been completed by the grantee.
  - 2) Date of Completion – The date by which all activities under the agreement are completed, or the expiration date in the grant award document, or any supplement or amendment thereto.
- B) The grantee shall submit a closeout package per the terms of the agreement, unless otherwise extended by LWD, after completion of the agreement period or termination of the agreement. Closeout forms will be supplied by LWD.
- C) The grantee will, together with the submission of the closeout package, refund to LWD any unexpended funds or unobligated (unencumbered) cash advances except such sums as have been otherwise authorized, in writing, by LWD to be retained.
- D) Within the limits of the agreement amount, LWD may make a settlement for any upward or downward adjustments of costs after the final reports are received.
- E) The grantee is responsible for those costs found to be disallowed, including those of any subgrantee paid from funds under this agreement, and LWD retains the right to recover any appropriated amount after fully considering the recommendations on disallowed costs resulting from the final audit, even if a final audit has not been performed prior to the closeout of the agreement.
- F) The grantee shall account for any property received from LWD or acquired with funds under this grant, including any property received or acquired by a subgrantee under this grant.



## **22) PERFORMANCE**

The grantee assures performance will be in accordance with, and within the period of, this agreement and will immediately report any conditions that may adversely affect performance to LWD as soon as they become known. Any fraud or suspected fraud involving granted funds must be reported to LWD within 48 hours of its discovery.

## **23) CONFLICTS OF INTEREST**

The grantee shall avoid organizational conflicts of interest or the appearance of conflicts of interest in the conduct of procurement activities. Any gratuities offered by the grantee, its agent or representative to any officer, director or employee of LWD with a view toward securing this agreement or securing favorable treatment with respect to the awarding, amending or the making of any determination will render the agreement voidable at the option of LWD, and may justify further action under applicable state and/or federal laws.

## **24) BONDING AND INSURANCE**

The grantee shall ensure that every officer, director or employee who is authorized to act on behalf of the grantee for the purpose of receiving funds into program accounts or issuing financial documents, checks or other instruments of payment is bonded to provide protection against loss.

## **25) AVAILABILITY OF FUNDS**

The grantee shall recognize and agree that both the initial provision of funding and the continuation of such funding under the agreement is expressly dependent upon the availability to LWD of funds appropriated by the state Legislature from state and/or federal revenue or such other funding sources as may be applicable. A failure of LWD to make any payment under this agreement or to observe and perform any condition on its part to be performed under the agreement as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of the agreement by LWD or an event of default under the agreement and LWD shall not be held liable for any breach of the agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from LWD beyond the duration of the award period set forth in the agreement and in no event shall the agreement be construed as a commitment by LWD to expend funds beyond the termination date set in the agreement.

## **26) LIABILITY**

This agreement is subject to all of the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. and the availability of appropriations.

The state of New Jersey does not carry any public liability insurance, but the liability of the state of tort claims against its employees is covered under the terms and provisions of the New Jersey Tort Claims Act. The act also creates a special self-insurance fund and provides for payment of claims against the state of New Jersey or against its employees for tort claims arising out of the performance of their duties for which the state is obligated to indemnify.

The grantee shall be solely responsible for and shall keep, save and hold the state of New Jersey harmless from all claims, loss, liability, expense or damage resulting from all mental or physical injuries or disabilities, including death to its employees or recipients of the grantee's services or to any other persons or from any damage to any property sustained in connection with the delivery of the grantee's services that results from any acts or omissions, including negligence or malpractice of any of its officers, directors, employees, agents, servants or independent contractors or from the grantee's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault or default of the grantee. The grantee's responsibility shall also include all legal fees and costs that may arise from these actions. The grantee's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

## Grant Specific Provisions

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above general provisions.

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**Printed Name and Title**

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**Signature**

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**Date**