

**COMPETITIVE NOTICE OF GRANT OPPORTUNITY
STATE ENERGY SECTOR PARTNERSHIP GRANT FOR CUSTOMIZED
TRAINING OF INCUMBENT WORKERS AND NEW HIRES**

Take Notice that, in compliance with N.J.S.A. 52:14-34.4 et seq., the Department of Labor and Workforce Development (hereinafter “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” and the subheading “Notice of Availability of Grant Program Funds.”

A. Name of the Grant Program

State Energy Sector Partnership (SESP) Grant Program

B. Purpose of the Grant

Background

The LWD has signed a Memorandum of Understanding (MOU) with the State Employment and Training Commission (SETC) to administer a \$6 million State Energy Sector Partnership (SESP) training grant received from the United States Department of Labor (USDOL). The duration of this federal grant is from January 29, 2010 to January 28, 2013.

This Notice of Grant Opportunity (NGO) represents the sixth cycle of funding for both Energy Efficiency (EE) and Renewable Energy (RE) customized training programs, and makes available a total of \$1 million for the period covering March 1, 2012 to September 1, 2012. The available grant dollars are expected to fund a number of projects.

Under the SESP grant, entities can apply for grants to train New Jersey workers in the EE or RE industries. The USDOL recently broadened eligible applicants to include jobs and businesses that produce goods or provide services that benefit the environment or conserve natural resources. Jobs in which workers’ duties involve making their establishment’s production process more environmentally friendly or use fewer natural resources. The USDOL has mandated the training programs prepare individuals for careers in any of the seven EE and RE industries defined in section 171(e)(1)(B)(ii) of the Workforce Investment Act, which include:

- the energy-efficiency building, construction, and retrofit industries;
- the renewable electric power industry;
- the energy efficient and advanced drive train vehicle industry;
- the biofuels industry;
- the deconstruction and materials use industries;
- the EE assessment industry serving residential, commercial, or industrial sectors;
- and

- manufacturers that produce sustainable products using environmentally sustainable processes and materials.

This competitive NGO will focus on BOTH the EE and RE industries.

The customized training grants awarded through this NGO must be employer driven meaning that employers are required to commit to hire and/or retain workers trained through SESP funds. While other entities, defined later in the grant opportunity, are eligible to apply for the competitive grants, letters from employers detailing the need, demand and commitment to hire or retain successful training program graduates will be a requirement for the successful completion of the NGO.

A brief overview of the roles and responsibilities of partners involved in this initiative are as follows:

SESP Partners

- The SETC is the recipient of the grant funds and has policy oversight of the SESP grant.
- The LWD serves as the Grantor and fiscal agent for grant funds and is responsible for programmatic, administrative, and monitoring functions.
- The SESP Council, as defined below, was created under the SETC, to develop a strategic workforce development plan to support the EE and RE industries and provide guidance, leadership and oversight of the implementation of the SESP grant.
- Sector Committees will be created for the EE and RE industries to ensure curriculum and course alignment.
- The grant requires the creation of Regional Project Teams. The membership of the teams requires at a minimum, all local Workforce Investment Board (WIB) Directors and One-Stop Career Center Operators, two representatives from public community colleges and two representatives of public vocational/technical schools from within the region. Regional Project Teams, created for the North, Central and South regions of New Jersey, and their lead staff will disseminate NGOs, as well as coordinate and network with team members to access and facilitate services through the One-Stop Career Centers.
- One-Stop Career Centers will serve as primary partners for the Regional Project Teams under this initiative. One-Stop Career Centers will also serve as the primary source of recruitment for EE and RE employers.
- Regional Project Teams, in collaboration with One-Stop Career Centers, will also administer the On-the-Job (OJT) training component of the SESP grant funds.

SESP Council

An integral part of the grant application, the SESP Council consists of industry leaders, organized labor and government leaders. The role of the Council is to develop a strategic workforce development plan to support the EE and RE industries, and provide guidance, leadership and oversight regarding the implementation and successful operation of the SESP grant.

A fundamental expectation of the SESP Council is to establish policy and guidance for the implementation of SESP training grants. The Council has made the following recommendations regarding training program implementation:

- Jobs should be evident prior to the start of training programs, thereby utilizing a “just in time” philosophy;
- Applicants must commit to hire and/or retain workers trained through SESP funds. In addition, employers should focus on creating career paths for workers within the EE and RE industries;
- EE and RE Sector Committees, as defined below, must meet to determine the basic core elements of curriculum to ensure compliance with industry demands;
- Projects implemented should have limited slots and be conducted on a conservative scale to ensure placements;
- Training programs funded under the SESP grant should focus only on green skills or green layers, not generic training programs; and
- Applicants participating in incumbent worker training programs will be required to contribute a percentage of the direct and indirect training costs associated with the project.

Sector Committees

Two Sector Committees will be created under the auspices of the SESP Council. The primary responsibilities of the Sector Committees will be to ensure that curriculum and course align to industry needs, and to assist in establishing minimum qualifications for trainees to succeed in training programs.

Regional Project Teams

The LWD is entering into contracts with each of the three Regional Project Teams. The teams will coordinate and network with team members to access and facilitate services through the One-Stop Career Centers, under the SESP Grant, and administer OJT training contracts.

Mission and Goals

The mission of the SESP Grant Program is to prepare New Jersey’s workforce for emerging jobs and technological changes in the EE and RE industries.

This competitive NGO is being made available to the following organizations that work with and serve the EE or RE Industries:

- New Jersey businesses in the EE or RE industries;
- New Jersey businesses that are implementing procedures or processes that reduce operating costs and energy usage, and increase competitiveness;
- Industry Associations within the EE or RE industries; and
- Labor and/or trade organizations within the EE or RE industries.

The primary goals to be accomplished through the SESP Program include:

- Fostering the development of New Jersey's workforce to meet the demands of the EE and RE industries;
- Upgrading the skills of workers to ensure that New Jersey EE and RE employers increase their competitiveness and remain current with changing technologies;
- Increasing the skill level of incumbent workers within the EE and RE industries for job sustainability, job growth, increased wages and career paths;
- Identifying, training and placing current unemployed workers into EE and RE employment;
- Increasing new job creation within the EE and RE industries; and
- Acquiring nationally recognized and portable EE and RE industry certificates/credentials.

Statement of Need

The USDOL defines EE and RE under Section 203(b)(2) of the Energy Policy Act of 2005, Public Law 109-58, 119 Stat. 595. The definitions are as follows:

- "EE" can be broadly defined as programs aimed at mitigating the use of energy, reducing harmful emissions, and decreasing overall energy consumption; and
- "RE" is defined as electric energy generated from solar, wind, biomass, landfill gas, ocean (including tidal, wave, current, and thermal), geothermal, municipal solid waste, or new hydroelectric generation capacity achieved from increased efficiency or additions of new capacity at an existing hydroelectric project."

The USDOL recently broadened eligible applicants to include "jobs in businesses that produce goods or provide services that benefit the environment or conserve natural resources. Jobs in which workers' duties involve making their establishment's production process more environmentally friendly or use fewer natural resources."

Considerable investments have been made on both State and Federal levels to move the economy to a more eco-friendly environment. Anticipating the continued growth in “greener” occupations, and in an effort to be proactive as opposed to reactive, LWD conducted a study and produced a report in 2009 entitled *New Jersey Going Green*. The report identified a demand-supply analysis of current and projected green jobs and green skills. The *New Jersey Going Green* report was utilized as the basis for applying for the SESP funding.

As a result of that report, and in combination with the Office of the Governor, economic development professionals, employers, and organized labor, the SETC, in cooperation with LWD, identified a menu of training opportunities to support the SESP EE and RE industries. The courses are outlined later in this document under Targeted Training Courses.

Targeted Populations

The targeted populations to be served under this customized training proposal include: **incumbent workers** within the EE or RE industries in need of new or upgraded skills; and **unemployed individuals**, identified by an employer, industry association, or labor and/or trade organization through the One-Stop Career Center, to fill job vacancies within the EE or RE industries. The USDOL has mandated that the target populations must fall within one or more of the below criteria to be eligible under this program:

- Workers impacted by national energy and environmental policy;
- Individuals in need of updated training related to EE and RE industries;
- Veterans, or past and present members of reserve components of the Armed Forces;
- Unemployed individuals;
- At-risk youth;
- Individuals with criminal records;
- Individuals who are economically disadvantaged;
- Individuals displaced through automotive and manufacturing downsizing;
- Disadvantaged individuals within areas of high poverty (poverty rate is 15% or greater);
- High school drop-outs; or
- Other individuals, such as untapped labor pools, and entry-level and incumbent workers that do not fit into the categories above.

In addition, all males over the age of 18 that receive training with SESP grant dollars must be registered for Selective Service. Grantees must verify enrollment in Selective Service and certify same as part of the training reimbursement process. For additional information or to verify registrations go to <http://www.sss.gov/default.htm>.

C. Available Funding

The total funding available for EE and RE grants for this program cycle beginning March 1, 2012 and ending September 1, 2012 is estimated to be \$1 million and is expected to fund a number of projects. All funding is contingent upon the availability of funds and final approval by the SETC.

Targeted Training Courses

As briefly mentioned under the Statement of Need section in this NGO, specific courses with corresponding credentials/certificates were identified within the SESP proposal and approved by the US Department of Labor. Those entities applying for the SESP grants can **ONLY** select a course(s) from the below list of approved programs (See Attachment C).

The following courses are available for new and existing employees:

- Building Performance Institute (BPI) Credentials
 - Outcome: BPI Certification in specific areas
- Leadership in Energy and Environmental Design (LEED) Credentials
 - Outcome: LEED Certification in specific areas
- Lean Implementation
 - Outcome: Certification
- Opportunity Trust Fund – other EE and RE courses. Examples of potential courses include Solar Installation and Technology, Mechanical Insulation, Geothermal Heat Pump, or other courses and credentials deemed appropriate by the SESP Review Panel.

For additional information, contact your Regional Liaison (see page 12).

The following course is available for new employees only:

- On-the-Job (OJT) Training*

*On-the-Job (OJT) training opportunities are being made available to eligible employers seeking to hire and train **new workers** in skill areas within the EE or RE industry or on training new workers in procedures or processes that reduce operating costs and energy usage, while increasing competitiveness. OJT contracts will be administered at the regional level and will not exceed \$4,000 per person. For additional information on the OJT projects, contact your Regional Liaison (see page 12).

Training Delivery

Regional Project Teams and the EE and RE Sector Committees will assist applicants (i.e. employers, industry associations, or labor and/or trade organizations) within the EE or RE industries to ensure the training programs meet specific requirements. Whenever feasible, it is recommended that trainees receive a combination of classroom and hands-on applied learning instruction.

In the event a trainee is identified to participate in more than one training program, he/she must successfully complete the first training and acquire the appropriate certification/credential, prior to enrolling in an additional training program.

A list identifying some training providers is included in this proposal as ATTACHMENT J. This list represents a number of providers previously utilized by prior Grantees and is NOT intended to mandate the use or selection of training vendors.

Training Provider Requirements

Training providers under this NGO will be selected by the applicant. However, the SETC has identified the below requirements of participating training providers:

- The SETC, LWD and the Center for Occupational Employment Information (COEI) partner in the management of the Eligible Training Provider List (ETPL), a training provider must meet the requirements established by the SETC. Inclusion is a prerequisite for receipt of any training funds.
- Training Providers/Vendors wishing to participate in the SESP program are required to submit certain basic information about their school and programs through an online application process. The COEI and local Workforce Investment Board (WIB) will review the provider and training program application to ensure that the information is accurate and that the training provider has the approval of a recognized governmental agency to deliver education and/or training in New Jersey. The provider will then be approved for placement on the website. To begin the process, visit njtrainingsystems.org.
- Training providers must provide evidence that they are located in the State of New Jersey and licensed to provide the proposed program/services being requested by the applicant.
- A goal of the SESP initiative is to have participants acquire nationally-recognized and/or portable credentials. Therefore, training providers must provide documentation of being an approved training affiliate of the entity issuing tests leading to certification/credentialing. For example, an entity seeking to train in BPI Building Analyst must be an approved training affiliate through the Building Performance Institute. To identify BPI training affiliates go to: www.bpi.org.
- Training providers must maintain attendance records on all program participants. These records will be required for the processing of payment vouchers and should be provided to the Grantee within 10 days after the completion of the training course.

- Training providers are required to submit training course outlines for each training program where funding is being requested. The course outline must indicate specific skills to be taught, projected outcomes and associated hours for each training component. Outlines should also include the method of instruction and/or testing. The applicant must submit copies of these outlines with the proposal.

D. Eligible Applicants

This six-month competitive grant program is ONLY being made available to the following organizations that directly work/serve the EE or RE industries:

- New Jersey businesses in the EE or RE industries;
- New Jersey businesses that are implementing procedures or processes that reduce operating costs and energy usage;
- Industry Associations within the EE or RE industries; and
- Labor and/or trade organizations within the EE or RE industries.

The applicant must serve as the fiscal agent of the project funds and must play a leadership role in executing the project. The applicant will be subject to governance principles established for management of the overall SESP grant initiative, which include, but are not limited to, adherence to the LWD Standards Assurances and Certifications and General Provisions (Attachment B).

Allowable Costs

Allowable costs under this NGO are limited to tuition or instructional costs, books and testing fees associated with credentials/certification. Wages for new workers will also be considered an allowable cost under the on-the-job (OJT) training only.

LWD requires applicants to identify cash match, in-kind or leveraged funding in their Budget Summary, Budget Detail, and Budget Narrative. Definitions are as follows:

- Cash match reflects additional funds or services provided and paid for by the grantee from non-federal funds that are in support of grant objectives and outcomes. Cash match includes unreimbursed allowable indirect costs. The value of cash matches is the actual cost incurred and recorded in the grantees accounting system.
- In-kind can be products or services provided by a third party organization, and not paid for by the grantee, but would represent allowable costs if paid for with grant funds.
- Leveraged funding is defined as all resources used by the grantee to support grant activity and outcomes, whether or not those resources meet the standards required for match. Therefore, leveraged resources are defined by both allowable match and other costs that do not rise to the requirements of the match, but support the outcomes of grant activity.

E. Qualifications of applicants in order to be considered for funding under the grant program

To demonstrate the organization's eligibility and capacity to receive and administer a training grant under the SESP program, **an original and four copies** of the following information must be submitted:

Liability Clearance

Per Public Law 2007, c. 101, as a precondition to the award of 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 Division of Taxation.

The LWD requires that a Tax Clearance Certificate be obtained **prior** to the grant application. The application packet must include a current Tax Clearance Certificate for the applicant from the New Jersey Department of Treasury indicating no liabilities to NJ Treasury. Tax Clearance Certificates are valid for a period of one year, but **MUST** be refreshed every 90 days. The link to the tax clearance site is: <http://www.state.nj.us/treasury/taxation/busasst.shtml>.

NOTE: Failure to provide a current New Jersey Department of Treasury Tax Clearance Certificate will result in the immediate rejection of the application

Programmatic

1. Grant Opportunity Title Page (Attachment A);
2. Applicant's Federal Employer Identification Number (FEIN);
3. Applicant's North American Industry Classification System (NAICS) code;
4. Applicant's Data Universal Number System (DUNS) Number;
5. Standard Assurances and Certifications and General Provisions of LWD (Attachment B);
6. A listing of all training courses and corresponding certifications/certificates to be provided during the six-month grant period (Attachment C);
7. Category of worker being trained, i.e. incumbent workers or unemployed workers and indicate the number which meet one or more of the required USDOL criteria listed (Attachment G);
8. Documentation that the training providers are located and licensed to operate in the State of New Jersey;
9. Proof of a training vendor's license or approval as an authorized training affiliate with the ability to test and provide credentialing/certifications from the issuing entity; and
10. Training course outlines for all training programs being requested.

NOTE: Failure to provide the above listed 10 items will result in the immediate rejection of the application.

Narrative

The LWD is charged with the responsibility of administering the SESP grant funds in a manner that meets its fiduciary responsibility. Therefore, this competitive process will require applicants to submit a narrative that describes the need that the applicants have for training and the outcomes and value this program will have to the applicants achieving its goals.

All applications are subject to a Department panel review and final approval by the Commissioner of the Department of Labor and Workforce Development. The panel review date is expected to occur the week of February 20, 2012. Within 10 business days following the panel review date, applicants will be notified of the status of their application. The following topics must all be addressed through a comprehensive response:

1. A description of the type of work and/or services performed by the applicant;
2. A description of the number of full-time and part-time workers employed;
3. An explanation of how the applicant is developing, or plans to develop, its operation to meet changes within the industry in an effort to remain competitive and/or expand;
4. A description of efforts or investments made by the applicant to continue to upgrade workers' skills for job sustainability, job growth, increased wages and career paths;
5. An explanation of how the requested training and corresponding credential and/or certification will assist the applicant;
6. An explanation of how the requested training and corresponding credential and/or certification will assist the worker(s) trained;
- 7a. A statement from the President or CEO committing to hire and/or retain workers trained through the SESP funding; or
- 7b. If the applicant is not an employer, the applicant must submit commitment letters from employers indicating need, demand and commitment to hire and retain workers trained with SESP funds;
8. Demonstrate the ability to leverage other resources by providing match, in-kind or leveraged funding (defined under Allowable Costs);
9. The applicant must demonstrate its capabilities in executing the grant to meet the stated goals, and reporting requirements; and
11. A statement agreeing to comply with all required Financial and Participant Reporting, as well as monitoring.
12. On-the-Job (OJT) training projects must provide an extensive outline detailing the requested length of the OJT. Specific OJT questions should be referred to the Regional Liaison.

Budgetary

A Budget Summary, Detail and Narrative will be required for this competitive grant process. Please complete Attachments D, E and F contained in the Form Section of this NGO.

Monitoring, Reporting and Reimbursement

Fiscal Reporting

Financial expenditures will be guided by an approved budget developed in compliance with the LWD. Successful grantees will receive payment in the following manner:

- 50% of the tuition or instructional costs upon participant's enrollment in training;
- 100% of the book costs upon participant's enrollment in training;
- The 50% balance of the tuition or instructional costs, and associated testing costs upon completion of the training and receipt of the appropriate credential/certification; and
- OJT wages will be reimbursed on a monthly basis.

Payments will be contingent upon actual enrollments in training, and could be reduced due to a decline in enrollments, performance or attendance.

Reimbursement

Payments to the Grantee shall be issued only after the services have been completed according to the schedule specified in their Agreement and upon receipt of the requisite financial, narrative and participant enrollment information.

In addition, all males over the age of 18 that receive training with SESP grant dollars must be registered for Selective Service. Grantees must verify enrollment in Selective Service and certify same as part of the training reimbursement process. For additional information or to verify a registration visit <http://www.sss.gov/default.htm>.

Participant Reporting

Participant reporting will be expected prior to the first day of training and monthly thereafter, until the conclusion of training. Applicants must adhere to these reporting requirements and must state their agreement to comply with the narrative section of their proposal. Participant reporting will be tracked through Attachment I. It is not necessary to submit a completed Attachment I with your proposal. The document is provided to ensure potential grantees are aware of the reporting requirements, in the event your proposal is selected for funding.

Monthly Program Reporting

Programs approved for funding under the SESP grant must submit a monthly reporting document, which in part, summarizes the planned vs. actual individuals trained during the reporting month. The format for the monthly reporting document will be distributed to the Grantee at the beginning of the contract period.

Monitoring

Organizations receiving SESP funds are subject to on-site monitoring by the State. Monitoring will be done to ensure that the program is conducted in accordance with the contract, including eligibility determination and the provision of services. Reviews will consist of interviews, facility review, and examination of customer records and other pertinent documents.

Closeout Reporting

A Closeout Report summarizing the planned vs. actual training, impact the training had on the Grantee and participants, in addition to other questions will be required within 45 days of the contract end date. The format for the Closeout Report will be distributed to the Grantee at the beginning of the contract period.

Impact Analysis

The SETC has developed a three-month Impact Analysis Report. This report will be mailed to the Grantee six-months following the conclusion of the grant period. The report seeks to acquire information on all participants trained with SESP grant dollars. The format for the Impact Analysis Report will be distributed to the Grantee at the beginning of the contract period.

F. Application Process

Competitive Rating Process

Grant applicants must submit their proposal by 4:00 pm on Friday, February 3, 2012 to the address listed in Section G of this NGO. Technical assistance is available to potential applicants by contacting your Regional Liaison or Maureen O'Brien-Murphy at 609-777-1724. Proposals will be evaluated based on the below outlined rating criteria:

Evaluation Criteria	Total Points
Tax Clearance 1. Tax Clearance Certificate	Required for Consideration
Programmatic: Items 1-9 1. Grant Opportunity Title Page (Attachment A) 2. Federal Employer Identification Number (FEIN) 3. NAICS code/DUNS Number 4. General provisions (Attachment B) 5. Training Programs with corresponding certificates/credentials (Attachment C) 6. Category of workers being trained (Attachment G) 7. Documentation/proof that training providers are located and licensed in New Jersey 8. Documentation/proof that training providers are approved training affiliates 9. Training course outlines for all requested training	Required for Consideration
Narrative: Items 1-11 1. Description of work/services to be performed 2. Number of workers identified 3. Development plan to meet industry changes and remain competitive 4. Description of efforts/investments to upgrade workers' skills 5. How training and credential/certification will assist applicant 6. How training and credential/certification will assist worker(s) trained 7. Statement to place 8. If employer, commitment to hire/retain workers trained or if not an employer, commitment letters from employers 9. Leveraged resources 10. Demonstrate capability to execute grant 11. Agreement on reporting 12. OJT detailed training outline	80
Budget: – Allowable Costs 1. Costs identified are within NGO guidelines 2. Budget Summary supplied (Attachment D) 3. Budget Detail supplied (Attachment E) 4. Budget Narrative supplied (Attachment F)	20
TOTAL	100

Technical Assistance/Regional Liaison

If applicants have any questions, regional contacts are:

- Northern Counties: Bergen, Essex, Hudson, City of Newark, Union, Passaic, Morris, Sussex and Warren – Kathy Weaver, Vice President of Programs for Newark Alliance at 973-596-6400 ext. 112.
- Central Counties: Mercer, Middlesex, Monmouth, Ocean and Greater Raritan. – Eileen Higgins at 732-683-8850 ext. 2011.
- Southern Counties: Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester and Salem - Dante Rieti, Executive Director of the Office of Workforce Development for Cumberland/Salem Counties at 856-451-8920.

Technical Assistance is also available through the Department of Labor and Workforce Development, by contacting Maureen O'Brien-Murphy at 609-777-1724.

G. Address to which proposal must be submitted

The responsibility for a timely submission rests with the applicant. LWD must receive one (1) original and four (4) copies of the completed application, no later than 4:00 pm on Friday, February 3, 2012 without exception. LWD will not accept and cannot evaluate for funding consideration an application received after this deadline. Proposals must be mailed or delivered to:

New Jersey Department of Labor and Workforce Development
Division of Workforce Portfolio and Contract Management
P.O. Box 055
Trenton, NJ 08625-055
Attention: Maureen O'Brien-Murphy

Postmarks are not acceptable evidence of timely submission. Receipt by the due date and time is required. Applicants are encouraged to hand-deliver the application to the address above, send the application by Certified Mail, Return Receipt Requested or arrange for delivery by an overnight delivery service, to ensure timely delivery and receipt of the application.

H. Deadline by which applications must be submitted

Applications must be received by the Department of Labor and Workforce Development no later than 4:00 pm on Friday, February 3, 2012.

Forms and Attachments

- ATTACHMENT A - TITLE PAGE
- ATTACHMENT B - STANDARD ASSURANCES AND CERTIFICATIONS AND GENERAL PROVISIONS
- ATTACHMENT C - COURSE OFFERINGS
- ATTACHMENT D - BUDGET SUMMARY
- ATTACHMENT E - BUDGET DETAIL
- ATTACHMENT F - BUDGET NARRATIVE
- ATTACHMENT G - USDOL TARGETED POPULATIONS
- ATTACHMENT H - SELECTIVE SERVICE VERIFICATION
- ATTACHMENT I - APPLICATION CHECKLIST
- ATTACHMENT J - PARTICIPANT REPORTING
- ATTACHMENT K - LIMITED VENDOR LIST

ATTACHMENT A
NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
(Attach this form to the front of your proposal)

GRANT OPPORTUNITY - TITLE PAGE			
SECTION I:		SESP – Cycle VI March 1, 2012 – September 1, 2012	
TITLE OF NGO: <u>SESP Grant</u>			
DEPARTMENT: Labor and Workforce Development			
SECTION II:		Federal ID Number _____ NAICS Number _____	
		DUNS Number: _____	
APPLICANT AGENCY			
ADDRESS			
CITY	STATE	ZIP	COUNTY
PRIMARY CONTACT (Please print or type name): _____			
TELEPHONE NUMBER: (____) _____ FAX#: (____) _____			
E-MAIL _____			
TYPE OF APPLICANT:			
EMPLOYER: _____			
INDUSTRY ASSOCIATION: _____			
LABOR AND/OR TRADE ORGANIZATION: _____			
TOTAL AMOUNT OF FUNDS REQUESTED: \$ _____			
APPLICATION CERTIFICATION: <i>To the best of my knowledge and belief, the information contained in the application is true and correct. The document has been duly authorized by the governing body of this agency, and we will comply with the attached assurances if funding is awarded.</i>			
SIGNATURE OF CHIEF EXECUTIVE OFFICER OF APPLICANT OR EQUIVALENT OFFICER		TITLE	
_____ (Please print or type name)			
*FAILURE TO INCLUDE A REQUIRED APPLICATION COMPONENT RENDERS THE APPLICATION INCOMPLETE AND WILL RESULT IN THE APPLICATION BEING ELIMINATED FROM CONSIDERATION.			
SECTION III:		APPLICATIONS MUST BE RECEIVED BY:	
SEND OR DELIVER PROPOSALS TO:		One (1) original and four (4) copies	
NEW JERSEY STATE EMPLOYMENT AND TRAINING COMMISSION		are due: 4:00 p.m. on February 3, 2012	
JOHN FITCH PLAZA – PO BOX 940			
ATTN: MAUREEN O'BRIEN MURPHY			
TRENTON, NJ 08625-0940			
<u>NO FACSIMILE SUBMISSION WILL BE ACCEPTED.</u>			
NO LATE APPLICATIONS WILL BE ACCEPTED REGARDLESS OF THE DATE POSTMARKED.			
NO ADDITIONAL MATERIALS CAN BE SUBMITTED AFTER RECEIPT OF THIS APPLICATION.			

ATTACHMENT 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 & Equal Opportunity Assurance (29 CFR Part 37)

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

1) ASSURANCES-NON-CONSTRUCTION PROGRAMS

NOTE: Certain of these 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 nineteen statutes or regulations specified in Appendix A of OPM'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) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination 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 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 sub-agreements.
- 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 Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
- 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 Transparency Act requiring recipients and sub-recipients of federal financial assistance to obtain a Data Universal Numbering System (DUNS) number and will report the DUNS number to Labor and Workforce Development (LWD) as a condition of receiving a federal grant or award.

2) CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 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].

3) CERTIFICATION REGARDING LOBBYING

As required by Section 1352, Title 31 of the U.S. Code 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 sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. 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 ten 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) NON-DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE

As a condition to the award of financial assistance from the Department of Labor and Workforce Development, 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) 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 (businesses) to provide "reasonable accommodation" to persons with disabilities.

6) 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. 59:11-1, 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 Contractor/Grantee shall defend, protect, hold harmless and indemnify the Department from all liabilities arising out of a contract/grant matter, which the Contractor/Grantee or its Subcontractors has been negligent.

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)

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 the "Department."
- Contractor/Grantee is defined as any agency, organization or individual in direct receipt of funds by written instrument from the Department.
- Subcontractor/Sub-grantee is defined as any agency, organization or individual in direct receipt of funds by written instrument from a Contractor/Grantee.

1) SPECIAL GRANT CONDITIONS FOR "HIGH RISK" GRANTEES

- A) A Grantee may be considered "high risk" if the Department 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 2;
 - 4) Has not conformed to terms and conditions of previous awards;
 - 5) Is otherwise not responsible; and
 - 6) The Department 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.
- B) Special conditions 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 the Department decides to impose such conditions, the Department official will notify the Grantee as soon as possible, in writing, of:
- 1) The nature of the special conditions/restrictions;
 - 2) The reason(s) for imposing the special conditions;
 - 3) The corrective actions that must be taken before the special conditions will be removed by the Department and the time allowed for completing the corrective actions; and
 - 4) The method of requesting reconsideration of the conditions/restrictions imposed.

2) FINANCIAL MANAGEMENT SYSTEM

- A) The Grantee shall be responsible for maintaining an adequate financial management system and will immediately notify the Department 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 Department supported activities. These records must contain information pertaining to grant awards and authorizations, obligations, un-obligated 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 the Department;

5) Allowable Cost:

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 the Department and the disbursement by the Grantee, whenever funds are advanced by the Department.

C) The Department 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.

D) The Department may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to the award. If the Department 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 the Department upon written notice to the Grantee, until such time as the system meets with Department approval.

3) 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 Contractor/Grantee shall be entitled only to reimbursement for actual expenses incurred or obligated during the contract/grant period or during an approved extension agreed upon by the Contractor/Grantee and the Department, and only in the amount specified in the Agreement.

All obligations shall be liquidated within three months of the completion of the contract period or an approved extension.

Contractors/Grantees who are government or non-profit organizations must comply with federal cost principles as established in OMB Circulars A-87, A-21, or A-122. These circulars establish government wide cost principles, including a requirement that salaries and wages charged to this contract be supported by personnel activity reports.

4) MATCHING AND COST SHARING

The Grantee shall be required to account to the satisfaction of the Department for matching and cost sharing requirements of the grant in accordance with Federal and State requirements.

5) 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 the grant provides otherwise, the Grantee shall have no obligation to the Department 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***.

6) PRICE WARRANTY

Contractor/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. Contractor/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 contract shall be name brand, first quality, new parts, unless otherwise specified.

7) PAYMENT METHOD

- A) Payments to the Contractor/Grantee or on behalf of the Contractor/Grantee shall be issued only after the Agreement has been signed and agreed to by both parties. The Contractor/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 the Grantor and upon appropriate certification by the Director of Accounting of the Department, the Grantor will pay the Contractor/Grantee the contracted amount.
- B) The following is required to be submitted in a form satisfactory to the Department. At its discretion, the Department may request additional reports.

Payment Voucher (Form PV 6/93) – This form will be submitted to the Department, with supporting documentation, that the contracted services are operational and will continue to be for the length specified in the Agreement.

8) REPORTING REQUIREMENTS

Contractor/Grantee agrees to provide all reports specified in this Agreement within the established timeframe and to the satisfaction of the Department of Labor and Workforce Development.

9) STATE MONITORING, EVALUATION AND AUDIT

- A) The Contractor/Grantee agrees to cooperate with any monitoring, evaluation, and/or audit conducted by the Grantor or their designees and authorized agents.
- B) The Contractor/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 Subcontractors/Sub-grantees also maintain records which are auditable. The Contractor/Grantee is responsible for any disallowed costs resulting from any audit exceptions incurred by its own organization or that of its subcontractors.
- C) Contractors/Grantees who are governmental or non-profit organizations and receive over \$500,000 in either State or Federal funds agree to have an audit conducted which meets the requirements of the Single Audit Act (United States Code Chapter 75 of Title 31), and Federal OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

Government and non-profit organizations receiving more than \$100,000 in combination of State and Federal funds agree to have a financial audit in accordance with Government Auditing Standards (Yellow Book Standards)

- 1) To meet these requirements, the Contractor/Grantee's audit reports must include the auditor's opinion on the Contractor/Grantee's compliance with the material terms and conditions of State grant agreements, State Aid programs, and applicable laws and regulations.
- 2) Contractor/Grantee audit reports must contain a supplemental schedule of the entity's State grant and State Aid financial assistance programs. This schedule must show for each program:
 - State Grantor Organization;
 - Program Title;
 - State Account Number;
 - Program Account; and
 - Total Disbursements.
- D) Contractors/Grantees who are for-profit companies and receive \$100,000 in either State or Federal funds agree to have an independent audit which includes one of the following:

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; review of the training records which substantiate training was completed in accordance with the contracts.

The Department reserves the right to accept alternate assurances of Contractor/Grantee compliance in the event an independent audit can not be provided.

- E) The Department reserves the right to build upon the audit received. Interim audits may be conducted at the discretion of the Department.
- F) Contractors/Grantees agree to provide full access to their books and records and to any audit or review of financial and compliance requirements of the Department.

10) RECORDS

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

Retention – The Contractor/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 Contractor/Grantee agrees to insure that Sub-grantees retain records in accordance with these requirements. In the event of the termination of the relationship between Contractor/Grantee and Sub-grantees, the Contractor/Grantee shall be responsible for the maintenance and retention of the records of any Sub-grantees unable to retain them.

Access – The Grantor 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 Contractor/Grantee is conducted or in which any of the records of the Contractor/Grantee are kept.

11) PROCUREMENT STANDARDS

Procurement of supplies, equipment, and other services with funds provided by this grant 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 the Department, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurement entered in support of a grant.

12) PROPERTY

The Contractor/Grantee is responsible and accountable for all equipment and property purchased with funds under this Agreement, including purchases made by any Contractor or Subcontractor receiving payments on behalf of the Contractor/Grantee. A current inventory of such property and equipment, with a value of \$1,000 or more, shall be maintained by the Contractor/Grantee. Procedures for property records are outlined in the NJSDA Guide for Contracting and Property Management, and the Contractor/Grantee shall follow those procedures. The Contractor/Grantee agrees to provide the same security and safekeeping measures for property paid for under this contract as the Contractor/Grantee provides for the same or similar property owned by the Contractor/Grantee. The Contractor/Grantee agrees to impose similar conditions upon any Contractor or Subcontractor engaged to provide services under this contract.

13) TRAVEL AND CONFERENCES

Conferences or seminars conducted by the Contractor/Grantee shall be held at the Contractor/Grantee's facilities or at public facilities whenever possible.

14) SUBCONTRACTING

Contractor/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 Contractor/Grantee would apply to any subcontractors or third parties hired by the Contractor/Grantee.

15) MODIFICATIONS

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

- A) The Contractor/Grantee agrees to submit a written modification for approval prior to changing any budget line item contained in this Agreement.
- B) The Grantor and Contractor/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 contract.

16) DISPUTES

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

Any dispute arising under this grant or Agreement, which is not settled by informal means, shall be decided by the Grantor, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor/Grantee. The Contractor/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 Contractor/Grantee shall proceed diligently with the performance under the Agreement.

The dispute resolution mechanism described in this section is not exclusive. The Grantor and Contractor/Grantee preserves 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.

17) 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.

18) TERMINATION

- A) Termination for Convenience – The Grantor or Contractor/Grantee may request a termination for any reason. The Grantor or Contractor/Grantee shall give 30 days advance notice, in writing, to the other parties to this Agreement of the effective date of such termination. The Contractor/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 – The Grantor may terminate this Agreement when it has determined that the Contractor/Grantee has failed to provide the services specified, or complied with any of the provisions contained in this contract or approved application, or otherwise breached the terms of this Agreement. If the Contractor/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, the Grantor will notify the other parties to this Agreement of such unsatisfactory performance or breach in writing. The Contractor/Grantee has ten working days in which to respond with a plan agreeable to the Grantor for correction of the deficiencies. If the Contractor/Grantee does not respond within the appointed time with corrective plans satisfactory to the Grantor, the Grantor will serve a termination notice on the Contractor/Grantee which will become effective within ten days (10) days after receipt. In the event of such termination, the Grantor 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 Contractor/Grantee agrees that major changes to this contract, 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 Contractor/Grantee agrees that any such changes deemed necessary by the Commissioner of Labor shall be immediately incorporated into this grant.
 - 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 the Grantor at any time.

19) CONTRACT CLOSE OUT

- A) The following definitions shall apply for the purpose of this Section:
 - 1) Contract Closeout – The closeout of a contract is the process by which the Grantor determines that all applicable administrative actions and all required work of the contract have been completed by the Contractor/Grantee.
 - 2) Date of Completion – The date by which all activities under the contract are completed, or the expiration date in the grant award document, or any supplement or amendment thereto.
- B) The Contractor/Grantee shall submit a closeout package per the terms of the Agreement, unless otherwise extended by the Grantor, after completion of the contract period or termination of the contract. Closeout forms will be supplied by the Grantor.
- C) The Contractor/Grantee will, together with the submission of the closeout package, refund to the Grantor any unexpended funds or unobligated (unencumbered) cash advances except such sums as have been otherwise authorized, in writing, by the Grantor to be retained.
- D) Within the limits of the contract amount, the Grantor may make a settlement for any upward or downward adjustments of costs after the final reports are received.
- E) The Contractor/Grantee is responsible for those costs found to be disallowed, including those of any Contractor or Subcontractor paid from funds under this grant or contract, and the Grantor 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 contract.

- F) The Contractor/Grantee shall account for any property received from the Grantor or acquired with funds under this grant, including any property received or acquired by a Contractor or Subcontractor under this grant.

20) PERFORMANCE

The Contractor/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 the Department as soon as they become known. Also, any fraud or suspected fraud involving granted funds must be reported to the grantor with 48 hours of its discovery.

21) CONFLICTS OF INTEREST

The Contractor/Grantee shall avoid organizational conflicts of interest or the appearance of conflicts of interest in the conduct of procurement activities. Any gratuities in the form of entertainment, gifts or otherwise offered by the Contractor/Grantee, its agent, or representative to any office or employee of the Department with a view towards securing this contract or securing favorable treatment with respect to the awarding, amending, or the making of any determination will render the contract voidable at the option of the Department, and may justify further action under applicable State laws.

22) BONDING AND INSURANCE

The Contractor/Grantee shall ensure that every officer, director, or employee who is authorized to act on behalf of the Contractor/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.

23) AVAILABILITY OF FUNDS

The Recipient 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 the Department 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 the Department 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 the Department or an event of default under the Agreement and the Department 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 the Department beyond the duration of the award period set forth in the Grant/Loan Agreement and in no event shall the Agreement be construed as a commitment by the Department to expend funds beyond the termination date set in the Grant/Loan Agreement.

Signature

Date

**ATTACHMENT C
TYPE OF TRAINING WITH CORRESPONDING
CERTIFICATE/CREDENTIAL BEING REQUESTED**

COURSE	CERTIFICATION	NUMBER TO BE TRAINED	JOB TITLE(s) OF TRAINEE(s)
Building Performance Institute (BPI)	BPI Residential Certification		
Leadership in Energy and Environmental Design (LEED)	LEED Credential		
Opportunity Trust Fund 1. 2. 3.	Certification		
Lean Implementation	Certification		
On-the-Job (OJT) Training	NA		
Other:			

**ATTACHMENT D
BUDGET SUMMARY**

Category	Grant Requested Funds	Cash/In-kind/Leveraged Resources	Total Program Costs
Personnel			
	X		
	X		
	X		
	X		
	X		
Non-Personnel			
	X		
	X		
	X		
	X		
	X		
Direct Student Services			
Tuition or Instructional Costs			
Books			
Testing Fees/Cost			
OJT Wages			
Other			
TOTAL PROGRAM			

ATTACHMENT E
Budget Detail

Please provide the detail of each cost listed on the Budget Summary (both grant requested and match, in-kind or leveraged).

Examples:

Grant Requested Costs:

Tuition Costs: \$400.00 per student x 5 students = \$2,000.00 total tuition
Instructional Costs: \$140.00 per hour x 20 hours = \$3,000.00 total instructional costs
Book Costs: \$50.00 per manual x 5 students = \$250.00 total book costs
Test Costs: \$50.00 per test x 5 tests = \$250.00 total test costs

Leveraged/Match/In-Kind Funding:

Mentoring: 5 mentors @ \$50.00 per day = \$250 x 10 days = \$2,500 total mentoring cost

ATTACHMENT F
Budget Narrative

Provide a Budget Narrative that supports the allocation request, as well as leveraged/match/in-kind resources.

ATTACHMENT G
SESP Grant Targeted Population to be Trained

US Department of Labor Approved Target Populations	# Incumbent Workers being Trained	# Unemployed Individuals being Trained	Total
Workers impacted by national energy and environmental policy			
Individuals in need of updated training related to EE and RE industries			
Veterans, or past and present members of reserve components of the Armed Forces			
Unemployed individuals			
At-risk youth			
Individuals with criminal records			
Individuals who are economically disadvantaged			
Individuals displaced through automotive and manufacturing downsizing			
Disadvantaged individuals within areas of high poverty (poverty rate is 15% or greater)			
High school drop-outs			
Other individuals, such as untapped labor pools, and entry-level and incumbent workers that do not fit into the categories above			
Total			

ATTACHMENT H
SELECTIVE SERVICE VERIFICATION

The Selective Service System is a means by which the United States government maintains information on those potentially subject to military conscription. Most male U.S. citizens and male immigrant non-citizens between the ages of 18 and 25 are required by law to have registered within 30 days of their 18th birthday. As of the end of 2008, the names and addresses of over 14 million men are on file.

Registration for Selective Service is also required for various federal programs and benefits, including student loans, job training, federal employment, and naturalization.

The Selective Service System provides the names of all registrants to the Joint Advertising Marketing Research & Studies (JAMRS) program for inclusion in the JAMRS Consolidated Recruitment Database. The names are distributed to the Services for recruiting purposes on a quarterly basis.

All males over the age of 18 that receive training with SESP grant dollars must be registered for Selective Service. Grantees must verify enrollment in Selective Service and certify same as a part of the training reimbursement process. For additional information or to verify a registration: <http://www.sss.gov/default.htm>.

Grantee Certification:

We certify that all males above the age of 18 years, trained with SESP grant funds, are indeed registered with Selective Service. The signature below indicates that we have verified their registration at the website above. We realize the Grantee could be held liable for reimbursing the Department of Labor and Workforce Development should it be found/determined that a trainee is NOT registered with Selective Service.

Signature, Title

Date

**ATTACHMENT I
APPLICATION CHECKLIST**

COMPONENT	INCLUDED
TAX CLEARANCE	
1. Tax Clearance Certificate	
PROGRAMMATIC	
1. Grant Opportunity Title Page – Attachment A	
2. Federal Employer Identification Number (FEIN)	
3. North American Industry Classification (NAICS Code)	
4. Signed General Provisions – Attachment B	
5. Training courses/corresponding certificates/credentials – Attachment C	
6. Category of workers trained & USDOL criteria– Attachment G	
7. Documentation of training provider location in NJ	
8. Documentation of training provider approved as training affiliate	
9. Training course outlines	
NARRATIVE	
1. Description of work/services to be performed	
2. Identified of number of workers	
3. Development plan addressing industry changes & remain competitive	
4. Description of efforts/investments to upgrade workers	
5. How training & credential/certification will assist applicant	
6. How training & credential/certification will assist worker(s) trained	
7. If employer, commitment to hire/retain workers trained or if not an employer, commitment letters from employers	
8. Leveraged resources	
9. Demonstrates capability to execute grant	
10. Agreement on reporting	
11. OJT description	
BUDGET	
1. Costs identified are within NGO guidelines	
2. Budget Summary – Attachment D	
3. Budget Detail – Attachment E	
4. Budget Narrative – Attachment F	

**ATTACHMENT J
Participant Reporting Form**

Grantee/Company Name: _____
Participant Name: _____
Participant Address: _____
Participant Phone Number: _____
Participant Date of Birth: _____
Participant Social Security Number: _____
Enrollment Date: _____
Name of Course: _____

Please check one: Is This Trainee Currently Employed or Unemployed

Employed		Unemployed	
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GENDER	
Male	
Female	
ETHNICITY/RACE	
Hispanic/Latino	
American Indian or Alaska Native	
Asian	
Black or African American	
Hawaiian Native or Other Pacific Islander	
White	
More Than One Race	
EDUCATIONAL LEVEL	
8th grade and under	
9th grade - 12th grade	
High School graduate or equivalent	
1 - 3 years of college, or full-time technical or vocational school	
4 years college or more	
AGE	
Participants Younger Than 18	
18 – 24	

25 – 34	
35 – 44	
45 – 54	
55 or older	
OTHER DEMOGRAPHICS	
Eligible Veterans	
Limited English Proficient	
Persons with a Disability	
Unemployed Individuals	
Dislocated Workers	
Incumbent Workers	
Workers Impacted by National Energy and Environmental Policy	
Individuals in Need of Updated Training Related to the Energy Efficiency and Renewable Energy Industries	
Individuals Seeking Employment Pathways Out of Poverty and into Self-Sufficiency	
Individuals with a Criminal Record	
High School Dropouts	
Disadvantaged Workers within Areas of High Poverty	
Individuals Impacted by Automotive-related Restructuring	
Individuals Impacted by Manufacturing Downsizing	

PARTICIPANT ENROLLMENT – PART II EMPLOYABILITY PLAN

Additional Background

Is customer interested in non-traditional training? <input type="checkbox"/> Yes <input type="checkbox"/> No	Offender Status: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Reporting
Does the customer have a work history? <input type="checkbox"/> Yes <input type="checkbox"/> No	Current Housing: <input type="checkbox"/> Homeless <input type="checkbox"/> Own <input type="checkbox"/> Rent
Any barriers to employment? (language, transportation, etc.) <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, list _____	Substance Abuse: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Reporting
Does the customer appear to have basic math and reading skills? <input type="checkbox"/> Yes <input type="checkbox"/> No	Transportation Available: <input type="checkbox"/> Own Vehicle <input type="checkbox"/> Motorcycle <input type="checkbox"/> Bus/Rail <input type="checkbox"/> Other _____
Selective Service verification <input type="checkbox"/> Yes <input type="checkbox"/> No Verified by: _____	

Pre-training Goals

Employment Goal:
Goal Justification:

Achievement Objectives	
Type of Goal: <input type="checkbox"/> Occupational Skills <input type="checkbox"/> Other Skills	Projected Salary After Training: _____
Goal Attainment: <input type="checkbox"/> Dropped From Training <input type="checkbox"/> Completed Training Course only <input type="checkbox"/> Completed Course & Attained Credential (passed test)	
Employment Status <input type="checkbox"/> Employed <input type="checkbox"/> Unemployed	
If Unemployed, New Employment Start Date: _____	
Salary Prior to Training: _____	

Post-training Goals

Employment Goal:
Goal Justification:

Participant Signature

Date

Grantee Signature

Date

ATTACHMENT K
Limited Vendor List

Building Performance Institute (BPI) Credentials

Isles Center
Employment and Training Institute (ETI)
County College of Morris

Leadership in Energy and Environmental Design (LEED) Credentials

US Green Building Council – training

Lean Implementation

New Jersey Manufacturing Extension Program (NJMEP)

Opportunity Trust Fund – other EE and RE courses

Solar Training – Salem County Community College, Middlesex County
Community College
Environmental Training – New Jersey Institute of Technology (NJIT)