



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

**NEW JERSEY BUILDERS UTILIZATION INITIATIVE FOR
LABOR DIVERSITY
NJBUILD PLACEMENT PROGRAM**

**NOTICE OF GRANT OPPORTUNITY
Fiscal Year 2012**

Announcement Date: November 28, 2011

Technical Assistance Workshop: December 12, 2011

Application Due Date: December 30, 2011

**Harold J. Wirths
Commissioner**

**NJBUILD PLACEMENT PROGRAM
Notice of Grant Opportunity – Fiscal Year 2012**

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NJBUILD PLACEMENT PROGRAM

Notice of Grant Opportunity – FY2012

Workforce Grant and Program Management Notice of Availability of Grant Program Funds

Take Notice that in compliance with N.J.S.A. 52:14-34.4 et seq. (P.L. 1987, c.7), the Department of Labor and Workforce Development hereby publishes notice of the availability of the following grant.

A. Name of Grant Program

New Jersey Builders Utilization Initiative for Labor Diversity (NJBUILD) Placement Program

B. Purpose of Grant

B1. Introduction

The New Jersey Builders Utilization Initiative for Labor Diversity (NJBUILD) is one of several State programs for training women and minorities in the construction trades administered by the New Jersey Department of Labor and Workforce Development (LWD). Unlike other training programs, NJBUILD funds are specifically limited to construction trades training and cannot be used for other industry-related training, such as management and engineering occupations. Funding for NJBUILD is provided through the annual Appropriations Act and P.L. 2009, c. 335. These laws ensure that all members of the public are afforded the opportunity to benefit from the economic recovery funds and associated State spending and that every public contract, whether for construction services, goods or other services provides equal employment opportunity for women and minorities.

The growth of the occupations within the construction trades industry in the State of New Jersey is expected to remain relatively stable from now to the year 2018. The total number of construction trades jobs is projected to increase from 126,150 jobs in 2008 to an estimated 127,100 by 2018, an increase of 950 jobs or 0.7%.

In addition to the expected job growth, opportunities for entering the construction trades will be available as a result of current construction trades workers retiring, moving on to different occupations or leaving the industry for other reasons between now and the year 2018. These replacement opportunities vary for each occupation. LWD will focus training opportunities for women and minorities for those occupations that have the highest number of projected job openings between now and 2018.

One strategy of the NJBUILD training initiative is to provide Individual Training Accounts (ITA) for payment of vocational training in construction trades occupations for women and minorities. This grant will require that the grant participant provide placement services to both prior and future NJBUILD ITA participants through a fee-for-service model.

B2. Mission, Goals and Objectives

The mission of the NJBUILD Placement Program is to increase the likelihood that NJBUILD ITA participants will obtain and retain employment.

This competitive Notice of Grant Opportunity (NGO) is being made available to achieve three primary goals:

1. To increase employment opportunities for prior participants of NJBUILD ITA's;
2. To increase employment opportunities for new participants of NJBUILD ITA's; and
3. To increase employment opportunities for women and minorities in the construction trades.

LWD has established the following three objectives to achieve the above-named goals:

1. To place NJBUILD ITA participants into union or non-union sponsored registered apprenticeship programs or quality construction jobs (defined as a construction job with a pay rate of at least 51% above the state minimum wage);
2. To place women and minorities into union or non-union sponsored registered apprenticeship programs or quality construction jobs; and
3. To assist NJBUILD Placement Program participants to retain employment for up to 90 days.

C. Available Funding

The projected amount of funding available for this program in Fiscal Year 2012 (FY12) is estimated to be \$375,000 and funding is contingent upon the amount available in the NJBUILD account. The grant period is for 18 - months beginning February 1, 2012.

D. Eligible Applicants

The following organizations are eligible to apply as the lead agency:

1. Public or private placement agencies;
2. Community-Based Organizations;
3. Labor Organizations;
4. Employers/Contractors;

5. Public or private non-profit agencies; and
6. Trade organizations which represent a particular trade, group of trades, contractors or employers.

LWD's goal is to award at least one grant in the North Region and one in the South Region of New Jersey. Each region is defined as follows:

- North Region: Bergen, Essex, Hudson, Hunterdon, Middlesex, Morris, Passaic, Somerset, Sussex, Union and Warren Counties; and
- South Region: Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Monmouth, Ocean and Salem Counties.

An eligible applicant may apply for more than one grant with a separate application for each Region. An organization that submits an application for one region may also participate as a partner in a different organization's application for another region. The maximum grant award per applicant is \$187,500 based on job placement and retention of a minimum of 75 participants. The total grant award amount is contingent upon LWD approval and the level of funding available. Only the most cost effective proposals that meet the requirements of this NGO will be funded.

E. Qualifications of Applicants in Order To Be Considered for Funding Under the Grant Program

All grant proposals must include a lead agency. The lead agency serves as the applicant agency of record, 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, i.e., project and spending plan; grant project monitoring and reporting; outreach and recruitment; and fiscal management. It is essential that the applicant carefully construct result-driven goals and objectives that support the program's stated goals and objectives, which together with the program description and budget, provide a comprehensive plan for the successful accomplishment of the program. Proposals that do not meet the above requirements or whose budgets do not adhere to the maximum potential award amount parameters, will be eliminated from consideration.

All applicants, regardless of whether they may have participated in the past, are considered new applicants for this funding cycle and will be evaluated on the basis of quality, comprehensiveness, completeness, accuracy and appropriateness of response to the NGO. The standard evaluation criteria will be used to review and select applications. Please refer to Page 6 Section E1 for additional information.

Applicants under this grant program must provide a narrative describing their organizational capacity, resources, commitment and any demonstrated ancillary program successes in similar type of programs. Applicants must detail their experience in providing employment placement services in the construction trades as part of the

applicants “Organizational Commitment and Capacity” section of this application. Please refer to Page 8 Section E2e for additional information.

E1. Standard Evaluation Criteria

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 the following:

Evaluation Criteria	Total Points
<p>Programmatic:</p> <ul style="list-style-type: none"> • Title Page Signed and Dated • General Provisions Signed and Dated • Statement of Need 	0*
<p>Program Narrative:</p> <ul style="list-style-type: none"> • Executive Summary • Ability to work closely with both their local One-Stop Career Center and training providers • Comprehensive Program Plan • Details on the strategy for placement of participants • Proposal includes breakdown of the participant’s progression through the program (timeline of expected outcomes for each participant, etc.) 	40
<p>Applicant Requirements:</p> <ul style="list-style-type: none"> • Organizational Commitment and Capacity describes past experience • Organizational Commitment and Capacity includes information about MIS system to be utilized to track performance under this grant • Financial Statements submitted 	30
<p>Budget Summary and Budget Narrative:</p> <ul style="list-style-type: none"> • Budget is reasonable • Budget is within the cost guidelines of the NGO • Budget Summary and Budget Narrative are clearly and accurately aligned • Budget Narrative clearly and thoroughly describes the planned line item expenditures • Calculations are error free 	30

*If any of these documents are not submitted, signed and dated your proposal will be considered incomplete and, therefore, will not be reviewed by the selection committee.

E2. Program Narrative

Your proposal must include all of the program components and planning requirements in the order outlined in this section. In addition, your program’s proposal must adhere to additional parameters and program policies as described herein.

Applicants must follow the following format requirements:

- Font – Times New Roman 12 point;
- Spacing – Double Spaced;
- Margins – 1” top and bottom and 1” side margins;
- Pages must be numbered – 1 of X pages, centered at the bottom of the page;
- Charts and graphs are allowed but must be clearly labeled and described; and
- Applicant/Organization’s name must be listed on each page.
- Binders shall **NOT** be utilized for application submissions.

E2a. Executive Summary: An executive summary must include a brief description of the components of the proposal being submitted in the order provided within this Notice of Grant Opportunity.

E2b. Targeted Population: All participants of the NJBUILD ITA program, both new and prior participants, will be referred to the grantee for placement services. The grantee may also place women and minorities that are not NJBUILD ITA participants. However, priority shall be given to NJBUILD ITA participants.

All participants of the NJBUILD training program are to be registered with a One-Stop Career Center and offered appropriate services such as interviewing skills, resume writing, career exploration, etc. To find a listing of the statewide One-Stop Career Centers go to <http://lwd.dol.state.nj.us/labor/wnpjpin/findjob/onestop/services.html>.

The lead agency should conduct an orientation for all participants to ensure program requirements are met and to complete an assessment and employability plan. The orientation should provide a realistic picture of the job market, including the challenges they might encounter and how they can deal with these challenges in a positive way. The orientation should also outline the expectations of the program.

Many participants will also be receiving services through a training provider. The training providers are required to provide employment and placement services, as part of their contract for the ITA. The grantee will need to work closely with their local One-Stop Career Center and the training provider for each participant to ensure appropriate use of resources and reduce the likelihood of duplication of services. This will also ensure that the grantee can concentrate strictly on job placement and increase the likelihood that the participant will obtain employment in an efficient manner.

E2c. Statement of Need: The applicant must demonstrate the need for placement services for the women and minority population in the construction fields and in the region of proposed service delivery. A need is defined as the difference between the current status and the outcomes that the applicant would like to achieve. Information should include a demographic description of your targeted area and research specifically relating to the populations of women and minorities in the construction fields in the region, and in New Jersey.

E2d. Comprehensive Program Plan: The Program Plan must include, but is not limited to the following:

- Details as to how the applicant will meet the stated goals and objectives of the program;
- Details regarding how the applicant will work with partners, Local One-Stop Career Centers, ITA training providers and Trade Unions must be included;
- A description of the strategy for placement of participants;
- A timeline of expected outcome benchmarks for each participant; and
- An outline of case management services.

E2e. Organizational Commitment and Capacity: Applicants should describe their commitment to addressing the conditions and/or needs identified, including the organizational support that exists for implementing the proposed project and strategic partnerships that will be leveraged. The applicant must also state they have the management information system (MIS) equipment and capacity needed, to properly track and report participant demographic and performance data to LWD, to complete all required monthly reports and requests for information in accordance with protocol and timelines established by LWD. Please refer to Page 8 Section E2g. The applicant should also describe what experience they have had in conducting construction related placements in the past. Additionally, the applicant should focus on how previous experience will be applied to ensure successful implementation of the proposed project.

E2f. Fee for Placement Services: The lead agent will be responsible for providing a job development plan, placement and retention services. The maximum cost for placement services for each participant is \$2,500 and shall be payable on the following fee for service schedule:

Phase One:	Assessment and Recruitment:	\$400
Phase Two:	Job Development Plan and Placement into Employment:	\$600
Phase Three:	Upon 30 days of job retention and case monitoring:	\$500
Phase Four:	Upon 60 days of job retention and case monitoring:	\$500
Phase Five:	Upon 90 days of job retention and case monitoring:	\$500

E2g. Job Placement Retention and Employer Incentives: The lead agency will be responsible for the placement of the trainees into construction occupations. In an effort to encourage registered apprenticeship program sponsors and other employers to hire graduates of the NJBUILD program, LWD will offer On-the-Job (OJT) Training to provide financial assistance to employers hiring graduates of the NJBUILD program, depending on available funding. The OJT program will be administered separately from this NGO process and will not need to be included in your proposed budget. Detailed information will be provided and explained to applicants awarded funding through this NGO.

E2h. One-Stop Career Centers: Applicants will be charged with ensuring that all participant information is kept up to date with the local One-Stop Career Center. Each

One-Stop Career Center will have a designated staff person for NJBUILD participants, who will have completed the registration and contract for the approved training provided. These counselors will ensure that all available resources are made available to the participants while also ensuring that they are knowledgeable of any employer incentives that may be available through the One-Stop system. A directory of the NJBUILD counselors and their contact information will be provided to the successful applicants upon completion of the NGO process.

E2i. Program Outcomes/Reporting Requirements: Applicant must demonstrate their ability to track and report program outcomes, participant data and monthly activity. Applicant must provide assurances that they own the proper management information system (MIS) to report results. Monthly reports are required in Microsoft (MS) Word and MS Excel programs. All reports must be mailed and electronically sent to LWD as required. In addition, prompt communication of any issues between the grantee and any partner(s) should be promptly communicated to LWD.

Grantees will be required to complete the following reports:

- 1) A monthly activity report, due by the 10th of each month, that lists all the activities of the program including, but not limited to:
 - a) Demographic information on participants;
 - b) Placement activity including location of referral and job placement to job opportunities; and
 - c) The activities and interaction you had with the One-Stop Career Center(s) and training providers during the reporting period.
- 2) A monthly financial report, due by the 10th of each month, detailing expenses incurred for the prior month. LWD will provide a template of the financial report to each successful grantee. Grantees will be paid on a monthly reimbursement method, after the financial report has been submitted to and approved by LWD. Reimbursement will be made for each participant, as they meet the benchmarks detailed earlier.
- 3) A closeout report, due within 30 days from the end of the grant period, shall include a compilation of all the monthly reports, including a full year financial report and demographic information on placement and employer information. Final reimbursement will be subject to the submission of the final report and acceptance by LWD.
- 4) On occasion, grantees may be required to submit ad hoc reports on short notice to assist LWD to address requests for information.

The reporting forms will be provided and explained upon approval of your request for funding.

E2j. Program Evaluation: Program evaluation and grant close out information must be submitted within 60 days from the contract end date. Examples of the types of information required to be submitted within the program evaluation include outcomes, barriers to meeting goals if applicable, best practices, etc. More detail will be provided at the Technical Assistance Workshop.

E3. Budget/Financial Information

E3a. Budget Summary and Budget Narrative: A Budget Summary and Budget Narrative reflecting the entire cost of the program must be submitted. The Budget Summary and Budget Narrative must also include all monetary and non-monetary funding sources or resources, such as in-kind amounts within the budget. Amounts reported on the Budget Summary must be fully supported by information provided on the Budget Narrative. The Budget Narrative must have a demonstrated cost basis. The cost basis shows how you arrived at the estimate you have provided. In most cases, the cost basis includes a calculation (e.g., 75 participants @ \$2,500 for placement services= \$187,500). All items in your Budget Narrative must be listed in the same order as they appear on your Budget Summary. Prepare your budget with these budget guidelines: 1) the maximum amount per placement is \$2,500, and 2) the program must serve a minimum of 75 participants. Applicants must provide justification for all aspects of the budget. State of New Jersey policies and regulations will be used as a guideline in the review of Budget submissions.

NJBUILD Placement Program – Budget Summary

BUDGET ITEM	GRANT AMOUNT REQUESTED	IN-KIND AMOUNTS	TOTAL PROGRAM COSTS
ASSESSMENT AND RECRUITMENT			
Participants x Payment per participant (max. of \$400)			
JOB DEVELOPMENT PLAN/PLACEMENT			
Participants x Payment per participant (max. of \$600)			
30 DAY'S JOB RETENTION			
Participants x Payment per participant (max. of \$500)			
60 DAY'S JOB RETENTION			
Participants x Payment per participant (max. of \$500)			
90 DAY'S JOB RETENTION			
Participants x Payment per participant (max. of \$500)			
TOTAL BUDGET			

E3b. Financial Statements of Lead Agency: To demonstrate the organization's capacity to administer the grant on a reimbursement basis, applicants must submit audited financial statements for the three most recently completed fiscal years for the

participating organization. (Public Vocational Schools, Institutions of Higher Education and Public Government agencies are exempt from this requirement.)

E4. Proposal Content and Checklist

To ensure consistency and fairness of evaluation, each applicant seeking funding under this grant program must submit an application that includes, at a minimum, the components listed below. All components in the proposal must be in the order as listed below. It is important to note that failure to include the required documentation may result in the application being removed from consideration for funding.

<i>Required</i>	<i>Page</i>	<i>Checklist</i>	<i>Included</i>
✓	Page 11	Applicant Title Page	
✓	Page 11	Table of Contents	
✓	Page 11	LWD General Provisions	
✓	Page 11	Letters of Support from appropriate Workforce Investment Boards	
✓	Page 6	Program Narrative	
✓	Page 10	Budget Summary	
✓	Page 10	Budget Narrative	
✓	Page 10	Financial Statements of Applicant/Agency/Lead Agency (3 years)	

E4a. Applicant Title Page: The Applicant Title Page can be found on page 16. Complete all sections of the form and attach it to the front of the application, two (2) original signature pages are required. This is the first page of your application package. Insert the name of the Region your proposal covers in “Program Region.” Ensure Sections I and II are complete and all information is accurate on the form. The Chief Executive Officer must sign and date the form.

E4b. Table of Contents: List the various sections of the proposal along with the page numbers. Number pages of the proposal in the format of 1 of _.

E4c. LWD General Provisions: The General Provisions can be found on pages 17 - 23. Please carefully review and **sign this document** and include all pages of the general provisions in your grant proposal. The signature of the Chief Executive Officer indicates the organization’s acceptance of these provisions.

E4d. Letters of Support from appropriate Workforce Investment Boards: The proposal must include letters of support from the Workforce Investment Boards (WIBs) located in the counties where the placement services will occur. The mission of local WIBs is to build a coherent, high-quality workforce delivery system, through workforce planning and development, and continuous improvement of their local Workforce Investment Systems. WIBs set the strategic direction for workforce programs in their local community. A list of the WIBs can be found at <http://njsetc.net/boards in.htm>

F. Application Process

All applicants must provide an application in accordance with the requirements listed within this NGO's sections E1, E2 and E3 listed above. All applications must be submitted to the address listed below in section G by the deadline date listed in section H below.

LWD will provide a technical assistance session to potential applicants. General guidance on completing the budget forms will also be provided. It is important that both the lead agency Program Director and Fiscal Officer attend this session. Applicants are **STRONGLY RECOMMENDED** to attend this technical assistance workshop that will be held promptly on:

Monday, December 12, 2011 at 2:00 pm

The workshop will be held at:
New Jersey Department of Labor and Workforce Development
1 John Fitch Plaza - 13th Floor Auditorium
Trenton, New Jersey 08625

Directions to this session are on page 24. Due to limited seating, applicants planning to attend the workshop must RSVP before Thursday, December 8, 2011 to Bill Sarboukh at (609) 984-3501 or email him at William.Sarboukh@dol.state.nj.us. Registrants requiring special accommodations for the technical assistance session should identify their needs at the time of registration.

Due to unforeseen circumstances, dates may be subject to changes. Any changes will be posted on the LWD website at: http://lwd.dol.state.nj.us/labor/employer/training/incentives_training_index.html.

G. Address to Which Proposals Must Be Submitted

LWD will disseminate this NGO to eligible agencies and providers, including WIB's, the State Employment and Training Commission (SETC), Trade Associations and Labor Union Organizations. The NGO will also be posted on LWD's website www.nj.gov/labor.

Additional copies of the NGO are available by contacting the Division of Workforce Grant and Program Management at LWD, P.O. Box 915 – 7th Floor, Trenton NJ 08625-0915; and phone 609-984-3501.

The responsibility for a timely submission rests with the applicant. LWD must receive two originals and five copies of the completed application, with all attachments, no later than **4:00 pm on Friday, December 30, 2011**, without exception. LWD will not accept and cannot evaluate for funding consideration, an application received after this deadline. The applicant must also have prepared and have available upon request by LWD, an electronic version of the application package (utilizing MS Word and MS Excel).

Two originals and five copies of the application must be mailed or delivered to:

New Jersey Department of Labor and Workforce Development
Ana Montero, Director
Workforce Grant and Program Management
1 John Fitch Plaza
P.O. Box 915 – 7th Floor
Trenton, New Jersey 08625-0915

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. Application Submission Date

Grant applicants must submit their proposal by **4:00 pm on Friday, December 30, 2011.**

I. Date By Which Applicants Shall Be Notified

Award Process

LWD will conduct an internal review of each grant application. An internal review team will evaluate the application on the basis of quality, comprehensiveness, completeness, accuracy, and adherence to the guidelines and requirements of this NGO. Applicants are reminded that the grants will be awarded through a competitive process. LWD cannot fund all applications submitted; therefore, only those applications that meet the highest standards will be awarded.

Panel Review Process

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 January 9, 2012.** Within 10 business days following the panel review date, applicants will be notified of the status of their application and any requested revisions. Upon completion of all requested revisions and re-submission of completed applications within the required deadline timeframe, applicants will then be notified of the final determination of their request within 10 business days.

Reimbursement

The final contract amount will be stipulated in the contract for placement services executed between the approved applicant and the Department. Contracts will be awarded on a fee-for-service basis based on services provided to each grantee with a definite start and end date. Contract awards will not exceed 18 consecutive months. The NJBUILD Placement Program will be monitored by the Division of Workforce Grant and Program Management. A formal grant closeout report will be required within 60 days of the end of the grant term. Final reimbursement will only be made upon acceptance of the closeout report.

Notice of Grant Opportunity

**Appendix
Proposal Forms**

NJBUILD Placement Program

Fiscal Year 2012

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

NJ BUILD Placement Program - Title Page

SECTION I: **FY 12**

TITLE OF NGO: NJBUILD Placement Program
DIVISION: Workforce Grant and Program Management
OFFICE: Grant Operations

PROGRAM REGION: _____

SECTION II:

CONTACT NAME: _____ COUNTY OF ORGANIZATION: _____

APPLICANT AGENCY: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PREVIOUS FUNDING: Agency received funding from the NJ Department of Labor and Workforce Development within the last two years of submission of this application.

YES NO

PROJECT DIRECTOR (Please print or type name): _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____
E-MAIL: _____

BUSINESS MANAGER: _____ PHONE NUMBER: _____
E-MAIL: _____

DURATION OF PROJECT: FROM: _____ TO: _____

TOTAL AMOUNT OF FUNDS REQUESTED: \$ _____

APPLICATION CERTIFICATION: *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.*

SIGNATURE OF CHIEF EXECUTIVE OFFICER _____ TITLE _____ DATE _____

(Please print or type name)

***FAILURE TO INCLUDE A REQUIRED APPLICATION COMPONENT CONSTITUTES A VIOLATION AND WILL RESULT IN THE APPLICATION BEING ELIMINATED FROM CONSIDERATION.**

SECTION III:

SEND OR DELIVER PROPOSALS TO:
**NEW JERSEY DEPARTMENT OF LABOR
AND WORKFORCE DEVELOPMENT
JOHN FITCH PLAZA
ATTN: ANA MONTERO, DIRECTOR
P.O. BOX 915, 7TH FLOOR
TRENTON, NJ 08625-0915**

APPLICATIONS MUST BE RECEIVED BY:
4:00 pm on December 30, 2011

NO FACSIMILE SUBMISSIONS WILL BE ACCEPTED.

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/Subgrantee is defined as any agency, organization or individual in direct receipt of funds by written instrument from a Contractor/Grantee.

1) 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.

2) 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.

3) 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.

4) REPORTING REQUIREMENTS

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

5) 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
 - 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 cannot 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.

6) RECORDS

- A) 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.
- B) 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 three years from the date of the final expenditure report. The aforementioned records will be retained beyond the three 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.
- C) 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.

7) 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.

8) 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.

9) 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.

10) 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.

11) 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.

12) 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.

13) 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 and Workforce Development 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

14) 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.

15) 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.

16) 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 officer 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.

17) ANTI- DISCRIMINATION

All parties to any contract with the State of new jersey agrees not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 38, and all rules and regulations thereunder.

18) 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.

19) ACCEPTANCE OF GENERAL PROVISIONS

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

Printed Name and Title

Signature

Date

Directions to the NJ Department of Labor and Workforce Development
1 John Fitch Plaza
Trenton, N.J. 08625

Note: When you arrive, please proceed to the front of the building and obtain a temporary parking permit from the lobby guard on the 1st floor. Place the sticker in your front window and park in the rear parking lot. **DO NOT PARK IN THE LOT WITHOUT A PERMIT. YOU MAY BE TICKETED OR TOWED.**

Guard Desk/Receptionist Desk contact number: (609) 292-2405.

Via New Jersey Turnpike

From North, take Exit 7A. Get on I-95 West. After you pass the interchange with I-295, highway becomes state Route 29 North. Follow Route 29 North through tunnel, after 2 traffic lights, keep to the right, take the second right exit on to Route 33/Market Street. Turn left at the first light into the Labor Building parking lot. Labor lot is on your left.

From South, take Exit 7. Get on U.S. Route 206 North. Stay on 206 North until the intersection with I-195 West. After you pass the interchange with I-295, highway becomes state Route 29 North. Follow Route 29 North through tunnel, after 2 traffic lights, keep to the right, take the second right exit onto Route 33/sMarket Street. Turn left at the first light into the Labor Building parking lot. Labor lot is on your left.

Via I-95 from Pennsylvania

Take I-95 North to Exit 46 (old #29A). Get on U.S. Route 1 North toward Morrisville. After about 4 ½ miles the road splits. Take the right lanes, staying on Route 1 to Trenton. As you cross the bridge over the Delaware River, get into the right lane. Take the second right exit onto Route 33/Market Street. Turn left at the first light into the Labor Building parking lot. Labor lot is on your left.

Via Garden State Parkway

Southbound: take Exit 129 to the NJ Turnpike South. From the NJ Turnpike South take Exit 7A to 195 West. Get on I-195 West. After you pass the interchange with I-295, highway becomes state Route 29 North. Follow Route 29 North through tunnel, after 2 traffic lights, keep to the right, make the second right exit onto Route 33/Market Street. Turn left at the first light in to the Labor Building parking lot. Labor lot is on your left.

Northbound: take Exit 98 to I-195 West. Take I-195 West. After you pass the interchange with I-295, highway becomes state Route 29 North. Follow Route 29 North through tunnel, after 2 traffic lights, keep to the right, take the second right exit onto Route 33/Market Street. Turn left at the first light into the Labor Building parking lot. Labor lot is on your left.

Via Northwestern New Jersey

Take Route 31 South to I-95 South. From I-95 South, take exit for Route 29 South (last exit in New Jersey). Bear to the left through a series of yield signs. From Route 29 South, take left exit for Market Street (Justice Complex) Labor Building is on the left. Turn left at the first light into the Labor Building parking lot. Labor lot is on your left.

Via U.S. Route 1 from the North

Take U.S. Route 1 South to the last exit in New Jersey. About six miles north of Trenton, Route 1 splits. Stay in the left lanes (right lanes will say "Business Route 1"). About 4 ½ miles after this split you will see signs for state offices. Take the last exit, marked "Capitol Complex-Last Exit Before Toll" and "Warren Street." Make a right onto Warren St. Go to next traffic light (Warren & Market Sts) and make a left. Proceed to next traffic light (you'll be behind the Labor Building, make a right into Labor parking lot. Labor lot is on your left.

Via I-295 from South Jersey

Take I-295 North to I-195 West. After you pass the interchange with I-295, highway becomes state Route 29 North. Follow Route 29 North through tunnel, after 2 traffic lights, keep to the right, take the second right exit onto Route 33/Market Street. Turn left at the first light into the Labor Building parking lot. Labor lot is on your left.