



STATE OF NEW JERSEY

DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

Technology and Entrepreneurship Talent Network

Notice of Grant Opportunity
October 1, 2013 – June 30, 2014

Announcement Date: August 2, 2013
Application Deadline: August 30, 2013 at 4 p.m.

Harold J. Wirths
Commissioner

TECHNOLOGY AND ENTREPRENEURSHIP TALENT NETWORK

Notice of Grant Opportunity
October 1, 2013 – June 30, 2014

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

A. Name of Grant Program

Technology and Entrepreneurship Talent Network Grant

B. Purpose for Which the Funds Will Be Used

The purpose of this grant program is to continue the statewide Technology and Entrepreneurship Talent Network (Talent Network) that promotes industry-specific outreach to businesses, workforce organizations, higher education institutions and training providers to increase the quantity of job placements of jobseekers and the quality of workers for employers.

C. Available Funding

Funding for this Notice of Grant Opportunity (NGO) is available through the Department of Labor and Workforce Development (LWD). The amount of funding available for this program is not to exceed \$187,500 from October 1, 2013 through June 30, 2014 per grant and is contingent on state and federal funds being available.

There may be the possibility of renewal for a second year contingent on the successful performance of the program/grantee and on the availability of funds. All year one funds not used will be de-obligated by the LWD and a new year two contract will be issued.

D. Entities that can Apply for Funding Under this Notice of Grant Opportunity

Entities that can apply for this NGO include all nonprofit organizations, including industry associations and any post-secondary educational institutions in New Jersey.

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

All grant proposals must identify 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 the LWD. The lead agency is responsible for overseeing the implementation of all aspects of the grant, including the project and spending plan, the monitoring and reporting of the program, and the fiscal management.

Applicant proposals for this grant opportunity must provide a narrative describing their organizational capacity, resources, commitment and any demonstrated ancillary program successes in similar type of programs.

All applicants will be evaluated on the basis of quality, comprehensiveness, completeness, accuracy and appropriateness of response to the NGO.

F. Procedure for Eligible Entities to Apply For Grant Funds

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

Proposal Content and Checklist: All components in the proposal must be in the order as listed below.

<i>Checklist</i>	<i>Refer to Page</i>
Applicant Title Page (Attachment C) <ul style="list-style-type: none"> • Complete all information • Chief executive officer must sign and date 	34
Table of Contents <ul style="list-style-type: none"> • List sections of proposal along with page numbers 	N/A
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Applicants must adhere to the following formatting 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;
- Applicant/organization’s name must be listed on each page; and
- Binders shall not be utilized for application submissions.

Program Narrative: All applicants must submit a written narrative (maximum of 20 pages worth a total of 70 points) including:

- A statement of the workforce needs of the industry-sector, indicating the primary issues that should be addressed by the Talent Network (maximum of two pages); *(10 points)*
- A statement of the organization's expertise and experience in workforce development in the selected industry-sector (maximum of two pages); *(10 points)*
- The qualifications and experience of staff contributing to the activities of the Talent Network including the Talent Network director (maximum of three pages); *(10 points)*
- A strategy detailing how the Talent Network would address the performance deliverables listed in Section F of this NGO (maximum of five pages); *(20 points)* and
- A plan to address the specific metrics listed in Section F of this NGO (maximum of eight pages). *(20 points)*

Applicant Requirements: (maximum of two pages worth 20 points)

- Organizational commitment and capacity describing past experience and partnerships

Budget Summary and Budget Narrative: (template plus maximum of three pages of narrative worth 10 points)

- 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; and,
- Calculations are error free.

Performance Deliverables

Utilizing the [New Jersey Unified State Plan](#) as the guiding directive, the Talent Network will follow the plan's four Core Values listed below:

1. Driving investments based on industry needs.
2. Meeting jobseekers where they are.
3. Equipping the workforce for employment.
4. Increasing system accountability.

The Talent Network is responsible to make successful connections with workforce partners and jobseekers to meet the performance deliverables as follows:

Connections to Businesses

- Participate in all industry-specific rapid response events:
 - Attend or provide information for 100 percent of all sector-specific rapid response events by coordinating participation with the Rapid Response Team.
 - Create a sector-specific PowerPoint presentation for layoff affected employees with industry information and emphasis on transferrable skills.

- Engage in and implement layoff aversion strategies by identifying expanding businesses within the sector to absorb possible layoff affected employees from businesses that are reducing their workforce.
- Educate businesses on state programs and services:
 - Conduct at least eight in-person meetings each month with sector employers (industry organizations or individual employers).
 - Distribute the LWD business outreach information packets to sector employers.
 - Establish/enhance/continue contacts through email and social media.
 - Record details of employer workforce needs, emerging industry trends and meeting follow-up action items for other business outreach partners in Salesforce or other client management system utilized by the LWD.
- Educate sector businesses on issues such as salary data, wage trends and the cost of turnover based on industry information provided by the LWD.
- Promote the use of Jobs4Jersey.com for listing job openings and searching for job candidates.
- Host a Statewide Industry Week:
 - Develop and implement an Industry Week one week per year with industry-specific events for five days engaging businesses, jobseekers, youth, educational institutions and other workforce partners throughout the State.
- Increase the number of sector businesses that utilize On-the-Job Training (OJT):
 - Assist in securing at least eight new sector business OJT contracts.
 - Coordinate the creation and execution of the OJT contracts with the LWD Division of Workforce Grant and Program Management and the LWD Business Service Representatives.
- Assist with identifying business members to join the Talent Advisory Council (TAC) and the Talent Network:
 - Partnering with the State Employment and Training Commission (SETC), assist in identifying 20 to 30 new members for the TAC with diversity in business size (small/medium/large), industry sub-sector, geographic location (north, central, south), and personal characteristics (gender, race, ethnicity).
 - Recruit 200 new members of the Talent Network with varying levels of engagement including high levels that assist in forming state action plans or business solutions, medium levels that present and/or attend regional and/or specific workgroups or TAC meetings, low levels who follow the Talent Network on LinkedIn and Twitter.
 - Plan and convene at least three Talent Network workgroup/roundtable meetings per year that address the core issues of the industry sector.

Connections to Jobseekers

- Provide re-employment information, tools and opportunities for dislocated workers:
 - Create sector-specific workshops to include PowerPoint presentations.
 - Work with all jobseekers including special populations of veterans, youth, older workers and people with disabilities on career exploration education and personal coaching.
- Host networking events for jobseekers:

- Coordinate and host monthly networking events for jobseekers with a minimum attendance of 30 persons ensuring coverage for all regions of the state.
- Provide the LWD business outreach information packets at these events which promote the Talent Network, Jobs4Jersey, Jersey Job Clubs (JJC) and other LWD programs and services.
- Provide sector-specific workshops at each JJC:
 - Conduct at least one in-person workshop at every JJC per year.
 - Create and provide one narrated PowerPoint workshop or videoed workshop for use at all JJC's throughout the year.
- Provide sector-specific materials and job aids for jobseekers:
 - Create sector-specific booklets, PowerPoint presentations and flyers to distribute to jobseekers at networking events, educational workshops at JJC's, and for use by the One-Stop Career Center (OSCC) staff and other workforce partners, such as One-Stop operators and Workforce Investment Board (WIB) directors.
 - Distribute the LWD brochures, flyers and information packets.

Connections to the State of NJ/LWD/WIBs/OSCC staff

- Attend monthly Talent Network director meetings held by the LWD Talent Network project manager.
- Meet with WIB directors at one-on-one meetings in those workforce regions that have significant employment in the industry-sector at least twice a year.
- Provide professional development trainings on the sector to all OSCC staff and partners on a regional basis (north/central/south):
 - Conduct a minimum of two sector-specific professional development trainings twice a year in each of the three regions (north/central/south).
 - Provide sector-specific materials to supplement the verbal presentation.
- Meet and partner with other state agencies/departments to address business needs as coordinated by the LWD.
- Encourage employers and educational institutions to include information and opportunities on internships and co-ops with the LWD and Jobs4Jersey.com.
- Submit a quarterly informational report to the LWD Talent Network project manager regarding information learned from the sector including employer hiring needs, training needs, emerging industry trends and supports needed from the state, WIBs and the OSCC staff:
 - Report to be submitted ending each quarter (December 31/March 31/June 30).
 - Information will be gathered from employer visits, as well as information from workgroup/roundtable meetings, TAC meetings and other sources.
 - Report to be at least three pages in length, but not more than 10 pages.

Connections to Social Media

- Maintain the Talent Network website using the LWD Talent Network branding that promotes the LWD, Jobs4Jersey, JJC's and other LWD programs and services.
 - Talent Network website must:
 - prominently display and link to the LWD events calendar and JJC.

- prominently direct jobseekers and employers to the Jobs4Jersey link (no Talent Network may operate or maintain its own job portal).
 - provide a link from the website to the Talent Network's LinkedIn and Twitter sites.
 - Talent Network website content must be updated weekly with Jobs4Jersey job opportunities, jobseeker events, LWD grant opportunities, business events, Talent Network activities and other sector-specific information.
- Maintain the existing LinkedIn group:
 - Increase the Talent Network group by 500 connections.
 - Must post weekly updates of Jobs4Jersey job opportunities, jobseeker events, LWD grant opportunities, business events and other sector-specific information with prominent links to the Talent Network website, the LWD programs and services, Jobs4Jersey, JJC's and the LWD events calendar.
- Maintain the Talent Network Twitter account:
 - Connect to thought leaders in the industry-sector and increase the number of Talent Network followers by 200.
 - Must post weekly tweets of Jobs4Jersey job opportunities, jobseeker events, LWD grant opportunities, business events and other sector-specific information with prominent links to the Talent Network website, the LWD programs and services, Jobs4Jersey, JJC's and the LWD events calendar.

Connections to Education/Higher Education/Training Providers

- Broker the delivery of customized workforce group training curriculums, participants and training courses that result in job placement:
 - Serve as the LWD's broker between businesses and higher education institutions/training providers to deliver at least two customized workforce group training courses (with certification or licensing preferred) per year with a goal of 100 percent job placement.
 - Assist with recruitment, screening and selection of candidates to participate in the customized workforce group training courses.
 - Assist partners to attain the goal of 100 percent of successful completers hired.
- Build relationships with higher education institutions career placement staff to educate staff and students on job opportunities within the industry sector and to promote the use of Jobs4Jersey as the exclusive job portal:
 - Visit at least 10 higher education institution career placement offices per year.
 - Provide sector-specific materials and materials which promote the Talent Network, Jobs4Jersey, JJC's and other LWD programs and services to all community colleges in New Jersey.
- Partner with educators and school counselors in high schools as well as colleges, to create career awareness for the industry sector to their students describing the types and availability of jobs, internship opportunities, the training needs required, and the career paths of the sector.

Sector-Specific Activities

- Sector-specific activities are to be added by the Talent Network with prior approval by the LWD:
 - Talent Networks must identify and address the core issues of the industry sector and what they will be doing to address those issues.
 - Talent Networks will describe how they performed their work and the success they attained.

All materials, websites and presentations provided to any contact must use the LWD Talent Network branding and have the content pre-approved by the LWD prior to use.

In addition, the Talent Network lead agency will also be monitored on the following performance deliverables relating to finance and audit compliance below:

Finance

- Submit monthly invoices for reimbursement and expend all funds within the contract year:
 - Submit monthly invoices no later than the 15th of the month for all expenses incurred for the prior month (budget line item adherence will be monitored).
 - Produce supporting documentation to justify expenditures in monthly invoices.
 - Expend all funds within the contract year in accordance with the contract budget and/or modified budget.

Audit Compliance

- Maintain all contract documentation (including supporting documentation) in an audit ready manner:
 - Adhere to all audit requirements including procedures and outcomes related to the contract, required reports, proper and timely invoicing, and following the direction given by the LWD.

Reporting Requirements

The Talent Network is responsible to complete all reporting requirements as indicated below:

- A monthly activity report, known as a dashboard, due no later than the 5th of the following month must be submitted detailing program status including achievement, funding spend-down, compliance and outcome details.
- Monthly payment invoices must be submitted for reimbursement of expenditures no later than the 15th of the following month. The New Jersey State Payment Voucher form, as well as the LWD financial form must be fully completed, signed and dated. Supporting documents, such as receipts, must be included for payment to be processed. Only allowable costs will be reimbursed.

- An informational report must be submitted to the LWD each quarter. This report should summarize information gathered on employer visits, TAC meetings and other activities in the course of providing the performance deliverables including employer needs, hiring needs, training needs, industry trends and supports needed from the State. This report is due on the following dates: December 31, March 31 and June 30.
- Thirty days after the end of the contract period, the Talent Network is responsible to submit a closeout report, including a year-end dashboard, compilation of all monthly activity and financial outcomes. The Talent Network director must give a presentation to the LWD on the year-end dashboard.

The Talent Network will be provided technical assistance, including templates, to complete reporting and activity requirements. Grantees will be paid on a monthly reimbursement method after the payment invoice has been submitted and approved by the LWD. Final reimbursement will be subject to the submission and acceptance of the closeout report and year-end dashboard by the LWD.

Other Important Requirements and Restrictions

- The contractor/grantee shall act as a separate entity and avoid any and all conflicts of interest with the contractor/grantee lead agency.
- The contractor/grantee may not use contract funds to subcontract the execution of performance deliverables to an outside vendor or any entity not party to this contract without prior written approval from the LWD.
- The contractor/grantee may not use contract funds to enter into partnerships with any other entity for purposes of this contract.
- All property purchased from contract funds belong to the LWD and must be returned at the end of the contract period (including items such as equipment and major supplies).
- All reimbursement of travel mileage will be at the state rate. Out-of-state travel is only allowable upon prior written approval from the LWD.
 - All travel must follow the state's current [travel regulation guidelines](#) set by the New Jersey Department of the Treasury, Office of Management and Budget (OMB).
 - Attendance at conferences is only allowable upon prior written approval from the LWD.
 - There is no reimbursement for meals or hotel expenses for travel within the state.

Applicants must submit resumes or backgrounds of key staff members, or job descriptions for which you will be hiring or staffing with internal employees who will contribute to Talent Network activities (maximum of three pages).

Letters of Support: Proposals can include up to three letters of support (maximum of three pages) that demonstrate the organization’s ability to form partnerships with employers, industry associations, educational institutions, the LWD, OSCCs, WIBs or other significant workforce partners.

Budget Summary and Budget Narrative: All applicants must include a detailed budget using the included template (Attachment A). A budget summary and accompanying budget narrative must reflect all funding related to the Talent Network including funding sources, resources and expenditures. All amounts reported on the budget summary must be fully supported by information provided on the budget narrative. Fringe benefits must be broken down into separate components (e.g., unemployment insurance, disability, pension, health care, and the like). Budgets will be reviewed using the State of New Jersey policies and regulations.

Evaluation Criteria: This NGO is competitive and will be reviewed by a selection committee using a pre-established set of requirements as listed below:

Criteria	Total Points (100)
<p><i>Programmatic:</i></p> <ul style="list-style-type: none"> • Title page signed and dated • General Provisions signed and dated (attached) 	0*
<p><i>Program Narrative:</i> Written Narrative (maximum of 20 pages) – applicants are required to:</p> <ol style="list-style-type: none"> 1. Provide a statement of the workforce needs of the industry-sector, indicating the primary issues that should be addressed by the Talent Network (maximum of two pages); <i>(10 points)</i> 2. Provide a statement of the organization’s expertise and experience in workforce development in the selected industry-sector (maximum of two pages); <i>(10 points)</i> 3. Indicate the qualifications and experience of staff contributing to the activities of the Talent Network including the Talent Network director (maximum of three pages); <i>(10 points)</i> 4. Specify a strategy detailing how the Talent Network would address the performance deliverables listed in Section F of this NGO (maximum of five pages); <i>(20 points)</i> and 5. Include a plan to address the specific metrics listed in Section F of this NGO (maximum of eight pages). <i>(20 points)</i> <p>Note: Proposals should convey the applicant’s understanding of the industry and the needs of the industry; its capacity to implement activities; and an innovative approach to support the efforts of the workforce development system.</p>	70
<p><i>Applicant Requirements:</i> (maximum of two pages)</p> <ul style="list-style-type: none"> • Organizational commitment and capacity describing past experience and partnerships 	20

<p>Budget Summary and Budget Narrative: (maximum of three pages)</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; and, • Calculations are error free. 	10
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**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.*

Financial Statements of Lead Agency: To demonstrate the organization’s capacity to administer the grant, applicants must submit complete financial statements for the three most recently completed fiscal years for the lead organization. (Public Institutions of Higher Education are exempt from this requirement.)

G. Address to Which Proposals Must Be Submitted

Two originals and three copies of the application must be delivered to:

New Jersey Department of Labor and Workforce Development
Catherine Starghill, Director
Division of Workforce Field Services
1 John Fitch Plaza – 7th Floor
P.O. Box 055
Trenton, New Jersey 08625- 0055

H. Application Submission Date

Grant proposals must be received by the LWD by 4 p.m. Friday, August 30, 2013.

The LWD will not accept and cannot evaluate for funding consideration an application received after the submittal deadline. The responsibility for timely submission is the sole responsibility of the applicant.

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.

Note: Applicants must also have prepared and have available upon request by the LWD an electronic version of the application package (utilizing MS Word and MS Excel).

Technical Assistance

The LWD will host a technical assistance workshop Thursday, August 16, 2013 at 9:30 a.m. at the LWD building, 1 John Fitch Plaza, 7th Floor Large Conference Room, Trenton, New Jersey. [Click here for directions.](#)

Due to limited seating, applicants must contact Judy Formalarie at 609-984-4178 or Judith.formalarie@dol.state.nj.us by Wednesday, August 14, 2013 to attend the workshop. Registrants requiring special accommodations for the technical assistance workshop should identify their needs at the time of registration. Meeting room location will be given at the time of registration.

*Due to unforeseen circumstances, dates may be subject to change. Any change will be posted on the website.

I. Date By Which Applicants Shall Be Notified

Award Process: The 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 grants will be awarded through a competitive process. LWD cannot fund all applications submitted; therefore, only one application that meets 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 August 9-13, 2013. Within 10 business days following the panel review date, applicants will be notified of the status of their application and any requested revisions.

The anticipated start date of the Talent Network contract is Tuesday, October 1, 2013.

Standard Assurances and Certifications

ASSURANCES AND CERTIFICATIONS

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

- 1) Assurances Non Construction Programs (SF 424 B)
- 2) Debarment and Suspension Certification (29 CFR Part 98)
- 3) Certification Regarding Lobbying (29 CFR Part 93)
- 4) Drug Free Workplace Certification (29 CFR Part 98)
- 5) Nondiscrimination and Equal Opportunity Assurance (29 CFR Part 37)

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

1) ASSURANCES NON CONSTRUCTION PROGRAMS

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

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

- A) Has the legal authority to apply for federal assistance and the institutional managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
- B) Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting principles or agency directives.
- C) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- D) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- E) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of Office of Personnel Management's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
- F) Will comply with all federal statutes relating to nondiscrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq. (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which

- prohibits discrimination on the basis of sex; (c) section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101- 6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972, 21 U.S.C. 1101, et seq. (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 21 U.S.C. 801, et seq. (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act (42 U.S.C. 290 dd-2), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601, et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) 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 nondiscrimination statute(s) which may apply to the application.
- G) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq. (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
- H) Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
- I) Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874) and the Contract Work Hours and Safety Standards Act (40.U.S.C. 327-333), regarding labor standards for federally assisted construction subagreements.
- J) Will comply, if applicable, with Flood Insurance Purchase Requirements of section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. 4001, et seq. (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- K) Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 U.S.C. 4321, et seq. (P. L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (f) conformity of federal actions to state (Clear Air) implementation plans under section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974 as amended, 42 U.S.C. 300f, et seq. (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531, et seq. (P.L. 93-205).
- L) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271, et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

- M) Will assist the awarding agency in assuring compliance with section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1, et seq.).
- N) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
- O) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544), as amended, (7 U.S.C. 2131, et seq.) pertaining to the care, handling and treatment of warm blooded animals held for research, teaching or other activities supported by this award of assistance.
- P) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801, et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- Q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments and Nonprofit 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 subrecipients of federal financial assistance to obtain a Data Universal Numbering System (DUNS) number and will report the DUNS number to the grantor as a condition of receiving a federal grant or award.

2) CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

- A) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency or the state of New Jersey.
- B) Have not within a three year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

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

3) CERTIFICATION REGARDING LOBBYING

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

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

- A) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant loan or cooperative agreement.
- B) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
- C) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4) CERTIFICATION REGARDING DRUG FREE WORKPLACE REQUIREMENTS

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

The grantee certifies that it will or will continue to provide a drug-free workplace by:

- A) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

- B) Establishing an ongoing drug-free awareness program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The grantee's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation and employee assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

- C) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph A.

- D) Notifying the employee in the statement required by paragraph) that as a condition of employment under the grant, the employee will:
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

- E) Notifying the agency in writing, within 10 calendar days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.

- F) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:
 - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement or other appropriate agency.

- G) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A, B, C, D, E and F.

5) NONDISCRIMINATION AND EQUAL OPPORTUNITY ASSURANCE

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

- A) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin.

- B) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.

- C) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.
- D) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
- E) 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 LWD 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 LWD.
- Contractor/Grantee is defined as any agency, organization or individual in direct receipt of funds by written instrument from the LWD.
- Subcontractor/subgrantee 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 LWD determines that a grantee:

- 1) Has a history of unsatisfactory performance;
- 2) Is not financially stable;
- 3) Has a financial management system which does not meet the standards set forth in section 2;
- 4) Has not conformed to terms and conditions of previous awards;
- 5) Is otherwise not responsible; and
- 6) The LWD determines that an award will be made; special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award.

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 LWD decides to impose such conditions, the LWD 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 LWD 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 LWD when the grantee cannot comply with the requirements established in this section of the grant.
- B) The grantee's financial management system shall provide for:
- 1) Financial Reporting:

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

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

Effective internal and accounting controls overall 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 LWD;
 - 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 LWD and the disbursement by the grantee, whenever funds are advanced by the LWD.
- C) The LWD may require the submission of a Statement of Adequacy of the Accounting System, as provided in Chapter II-2 of the **One-Stop Comprehensive Financial Management Technical Assistance Guide**, available at http://www.doleta.gov/grants/pdf/FinalTAG_August_02.pdf.
- D) The LWD 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 LWD determines that the grantee's accounting system does not meet the standards described in

paragraph B above, additional information to monitor the grant may be required by the LWD upon written notice to the grantee, until such time as the system meets with LWD 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 LWD, 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, educational or nonprofit 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.

Should any funds under this agreement be used for the purpose of satisfying any contractor/grantee or subcontractor pooled costs (i.e., indirect costs or general and administrative), it is the sole responsibility of the contractor/grantee to provide documentation substantiating such cost. The LWD retains the right to question this or any other costs charged to this grant or contract.

The LWD reserves the right to cap and deny any requests associated with pooled costs (i.e., indirect or general and administrative). It is incumbent upon the contractor/grantee to provide sufficient documentation regarding such requests including documentation of its development and components and approval by the appropriate cognizant agency. Funding of the budgeted amount of the pooled costs in this grant/contract does not imply approval by the LWD of the amount or method of calculation.

4) MATCHING AND COST SHARING

The grantee shall be required to account to the satisfaction of the LWD 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 LWD with respect to royalties received as a result of copyrights or patents produced under the grant.
- C) All other program income earned during the grant period shall be retained by the grantee and used in accordance with Chapter II-7 of the **One-Stop Comprehensive Financial Management Technical Assistance Guide**.

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 finance and accounting of the LWD, the grantor will pay the contractor/grantee the contracted amount.
- B) The following is required to be submitted in a form satisfactory to the LWD. At its discretion, the LWD may request additional reports.

Payment Voucher (Form PV 6/93) – This form will be submitted to the LWD, 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 LWD. Unless otherwise specified in the agreement, financial reports are to be provided on a quarterly basis and are to be reported on the accrual basis of accounting.

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/subgrantees 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 nonprofit 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 (31 U.S.C. 75), and federal OMB Circular A-133, *Audits of States, Local Governments and Nonprofit Organizations*.

Government and nonprofit 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 Standards); 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 LWD reserves the right to accept alternate assurances of contractor/grantee compliance in the event an independent audit cannot be provided.
- E) The LWD reserves the right to build upon the audit received. Interim audits may be conducted at the discretion of the LWD.
- 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 LWD.

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 LWD. Such material will be delivered to the LWD 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 subgrantees retain records in accordance with these requirements. In the event of the termination of the relationship between contractor/grantee and subgrantees, the contractor/grantee shall be responsible for the maintenance and retention of the records of any subgrantees 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 LWD, 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 state of New Jersey Treasury Circular 11-19, <http://www.state.nj.us/infobank/circular/cir1119b.pdf>, 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 10 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 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 the LWD 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 CLOSEOUT

- 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 LWD 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 LWD with a view toward 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 LWD, 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 LWD of funds appropriated by the state Legislature from state and/or federal revenue or such other funding sources as may be applicable. A failure of the LWD to make any payment under this agreement or to observe and perform any condition on its part to be performed under the agreement as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of the agreement by the LWD or an event of default under the agreement and the LWD shall not be held liable for any breach of the agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from the LWD 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 LWD to expend funds beyond the termination date set in the grant/loan agreement.

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 _____

Budget Proposal Technology and Entrepreneurship Talent Network		
Grantee Name:		
Street Address, City, State, Zip		
Telephone:	Email Address:	Fax Number:

Budget Description	Amount \$ (TOTAL)
Salaries <ul style="list-style-type: none"> • Item 1 (\$) • Item 2 (\$) • Item 3 (\$) 	\$ (TOTAL)
Administrative Costs <ul style="list-style-type: none"> • Item 1 (\$) • Item 2 (\$) • Item 3 (\$) 	\$ (TOTAL)
Travel <ul style="list-style-type: none"> • Item 1 (\$) • Item 2 (\$) • Item 3 (\$) 	\$ (TOTAL)
Materials, Supplies and Printing <ul style="list-style-type: none"> • Item 1 (\$) • Item 2 (\$) • Item 3 (\$) 	\$ (TOTAL)
Office Supplies <ul style="list-style-type: none"> • Item 1 (\$) • Item 2 (\$) • Item 3 (\$) 	\$ (TOTAL)
Website/Social Media/Networking <ul style="list-style-type: none"> • Item 1 (\$) • Item 2 (\$) • Item 3 (\$) 	\$ (TOTAL)
Talent Network Events <ul style="list-style-type: none"> • Item 1 (\$) • Item 2 (\$) • Item 3 (\$) 	\$ (TOTAL)

Attachment A: Budget Template

Budget Description (continued)	
Telephone <ul style="list-style-type: none"> • Item 1 (\$) • Item 2 (\$) • Item 3 (\$) 	\$ (TOTAL)
Office Space <ul style="list-style-type: none"> • Item 1 (\$) • Item 2 (\$) • Item 3 (\$) 	\$ (TOTAL)
Independent Fiscal Audit <ul style="list-style-type: none"> • Item 1 (\$) • Item 2 (\$) • Item 3 (\$) 	\$ (TOTAL)
Fiscal Administration <ul style="list-style-type: none"> • Item 1 (\$) • Item 2 (\$) • Item 3 (\$) 	\$ (TOTAL)
Professional/Consultant Services <ul style="list-style-type: none"> • Item 1 (\$) • Item 2 (\$) • Item 3 (\$) 	\$ (TOTAL)
Other <ul style="list-style-type: none"> • Item 1 (\$) • Item 2 (\$) • Item 3 (\$) 	\$ (TOTAL)
Other <ul style="list-style-type: none"> • Item 1 (\$) • Item 2 (\$) • Item 3 (\$) 	\$ (TOTAL)

Please include a Budget Narrative no greater than three pages that further explains all items on the Budget Description.

Attachment B: Sample Dashboard Template

Technology and Entrepreneurship Talent Network		Report for Month of		Report Date:			
Grant Leader: Name of Business/Applicant & Contact Person		Grant Start Date:					
Allocation Award: \$ - list amount of award		Grant End Date:					
Purpose: The program is designed to promote industry-specific outreach to businesses, workforce organizations, higher education institutions and training providers to increase the quantity of job placements of jobseekers and the quality of workers for employers.							
Status Comments: As of (date) assessment of progress							
Budget							
		Achievement to Date		Explanation			
		Total amount invoiced for the month	Year-to-Date Expended				
Funding Spend down	Total \$ amount available to spend for the reporting month			Describe any issues/concerns Status of invoices and receipts			
Monthly Activities							
Performance Deliverables							
Connections to Businesses		Achievement this Month					
		Number of rapid response events attended	In-person meetings with sector employers attended	Number of sector employer registrations on J4J	Number of new sector business OJT contracts secured	Number of recruitments	
						Talent Advisory Council	Talent Network
Connections to Jobseekers		Number of re-employment	Networking Events		JJC Workshops 32		

Attachment B: Sample Dashboard Template

	workshops held		Number held	Number of attendees	Number held	Number of attendees
Connections to the LWD/ WIBs/OSCC staff	One-on-one meetings with WIB directors		Number of professional development trainings held			
	Number held	WIB area				
Connections to Social Media	Number of LinkedIn followers		Number of Twitter followers			
Connections to Higher Education/ Training Providers	Number of customized workforce group training courses brokered		Customized training workgroup training courses			
			Number recruited	Number screened	Number selected	
Sector-Specific Activities	Core Issues					
	Identified			How addressed		
Return on Investment						
Program Outcomes	Achievement to Date					Number of Jobs Created

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

Technology and Entrepreneurship Talent Network

**Notice of Grant Opportunity Application
Fiscal Year 2013**

SECTION I:

CONTACT NAME:	
APPLICANT AGENCY:	
ADDRESS:	
CITY: STATE: ZIP:	
COUNTY OF ORGANIZATION:	
Telephone Number:	Email Address
Fax Number:	

SECTION II:

PREVIOUS FUNDING: Above named agency received funding from the New Jersey Department of Labor and Workforce Development within the last two years of submission of this application. (circle one)

YES NO

SECTION III:

Grant Period:	Total Amount of Funds Requested:
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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

DATE