

**NOTICE OF GRANT OPPORTUNITY
STATE ENERGY SECTOR PARTNERSHIP GRANT FOR
NEW JERSEY TRAINING VENDORS
SECTOR AFFILIATED UNIONS
COMMUNITY AND FAITH-BASED ORGANIZATIONS

TRAINING OF UNEMPLOYED WORKERS**

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

A. Name of the Grant Program

State Energy Sector Partnership (SESP) Grant Program

B. Purpose of the Grant

Background

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

This Notice of Grant Opportunity represents the second cycle of funding made available to New Jersey training vendors, community and faith-based organizations to serve unemployed workers. The constituents to be assisted under this grant are unemployed individuals seeking training and job placement within the Energy Efficiency (EE) and Renewable Energy (RE) industries. Funding is being made available to conduct training programs that will be completed by January 15, 2013 unless notified of an extended grant period.

Under the SESP grant, entities can apply for grants to train New Jersey unemployed residents in EE or RE skills. The DOLETA recently broadened eligible applicants to include jobs in businesses that produce goods or provide services that benefit the environment or conserve natural resources. Jobs in which workers’ duties involve making their establishment’s production process more environmentally friendly or use fewer natural resources. The DOLETA has mandated that the training programs prepare individuals for careers in any of the seven energy efficiency and renewable energy

industries defined in section 171(e)(1)(B)(ii) of the Workforce Investment Act (WIA), which include:

- the energy-efficiency building, construction, and retrofit industries;
- the renewable electric power industry;
- the energy efficient and advanced drive train vehicle industry;
- the biofuels industry;
- the deconstruction and materials use industries;
- the energy efficiency assessment industry serving residential, commercial, or industrial sectors; and
- manufacturers that produce sustainable products using environmentally sustainable processes and materials.

This competitive Notice of Grant Opportunity (NGO) will focus on both the EE and RE industries.

The grants awarded through this NGO must train unemployed residents and then assist with placement.

SESP Partners

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

- The SETC is the recipient of the grant funds and has policy oversight of the SESP grant.
- LWD serves as the Grantor and fiscal agent for grant funds responsible for programmatic, administrative, and monitoring functions.
- The LWD will create three Regional Project Teams located geographically (North, Central and South) within New Jersey to seek-out and administer on-the-job training contracts with sector employers, provide some classroom training, and coordinate and network with team members and new grantees to access and facilitate services through the One-Stop Career Centers, under the SESP Grant.
- The One-Stop Career Centers will serve as primary partners for the Regional Project Teams under this initiative. The One-Stop Career Centers will also serve as the primary source of recruitment for EE and RE employers.

Mission and Goals

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

This competitive NGO is being made available to the following organizations:

- New Jersey training providers licensed and approved to provide the allowable skills training;

- Sector affiliated unions
- New Jersey community-based organizations; and
- New Jersey faith-based organizations.

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

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

Statement of Need

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

- “EE” are programs aimed at mitigating the use of energy, reducing harmful emissions, and decreasing overall energy consumption; and
- “RE” is electric energy generated from solar, wind, biomass, landfill gas, ocean (including tidal, wave, current, and thermal), geothermal, municipal solid waste, or new hydroelectric generation capacity achieved from increased efficiency or additions of new capacity at an existing hydroelectric project”.
- NOTE: The DOLETA recently broadened eligible applicants to include “jobs in businesses that produce goods or provide services that benefit the environment or conserve natural resources. Jobs in which workers’ duties involve making their establishment’s production process more environmentally friendly or use fewer natural resources.”

As a result of a 2009 report “*New Jersey Going Green*”, the Office of the Governor has identified a menu of training opportunities to support the SESP EE and RE industries. The courses are outlined later in this document under Targeted Training Courses.

Targeted Populations and Eligibility Criteria

Unemployed individuals are the targeted population to be served under this training proposal and, as mandated by the DOLETA must fall within one or more of the below criteria and meet the definitions of an eligible dislocated worker under the WIA Regulations.

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

Definitions of Dislocated Workers

A dislocated worker is an individual who:

- Has been terminated or laid off, or has received a notice of termination or layoff from employment;
- Is eligible for or has exhausted unemployment insurance;
- Has demonstrated an appropriate attachment to the workforce, but not eligible for unemployment insurance and unlikely to return to a previous industry or occupation;
- Has been terminated or laid off or received notification of termination or layoff from employment as a result of a permanent closure or substantial layoff;
- Is employed at a facility, where the employer has made the general announcement that the facility will close within a 180 days;
- Was self-employed (including employment as a farmer, a rancher, or a fisherman) but is unemployed as a result of general economic conditions in the community or because of a natural disaster; or
- Is a displaced homemaker who is no longer supported by another family member.

In addition, all males over the age of 18 that receive training with SESP grant dollars must be registered for Selective Service. Grantees must verify enrollment in Selective Service and certify same as part of the training reimbursement process (see Attachment

H). For additional information or to verify registrations go to [hppt://www.sss.gov/default.htm](http://www.sss.gov/default.htm).

C. Available Funding

All funding is contingent upon the availability of funds and final approval by the SESP Review Panel and the LWD.

Targeted Training Courses

As briefly mentioned under the Statement of Need section in this NGO, training courses that offer corresponding credentials/certificates were identified within the SESP proposal and approved by the US Department of Labor.

For the purpose of the grant, the LWD is targeting short term (12 weeks or less) training programs leading to a credential/certificate in the EE and RE industries. Examples of potential courses include Solar Installation and Technology, Mechanical Insulation, Geothermal Heat Pump, or other courses and credentials deemed industry specific.

For additional information on approved training classes, contact your Regional Liaison (see page 12).

Note: If you are an industry specific employer and would like to take advantage of on-the-job (OJT*) training opportunities for unemployed workers please contact your regional Liaison (see page 12)

**OJT training opportunities are being made available to eligible employers seeking to hire and train new workers in skill areas within the EE or RE industry. As an eligible employer, you may be reimbursed up to 50% of a new hires salary for the length of your OJT contract.*

Training Provider Requirements

The SETC, the LWD and the Center for Occupational Employment Information (COEI) partner in the management of the Eligible Training Provider List (ETPL).

Training providers under this NGO will be selected by the applicant. However, in order to be selected, a training provider must meet the requirements established by the SETC and be included on the ETPL. Inclusion is a prerequisite for receipt of any federal or state training funding.

The SETC has identified the below requirements of participating training providers:

- Training providers/vendors wishing to participate in the SESP program are required to submit certain basic information about their school and programs through an online application process. The COEI and local Workforce Investment Board (WIB) will review the provider and training program application to ensure that the information is accurate and that the training provider

- has the approval of a recognized governmental agency to deliver education and/or training in New Jersey. The provider will then be approved for placement on the website. To begin the process, visit njtrainingsystems.org
- Training providers must provide evidence that they are located in the State of New Jersey and licensed to provide the proposed program/services being requested by the applicant.
 - A goal of the SESP initiative is to have participants acquire nationally-recognized and/or portable credentials. Therefore, training providers must provide documentation of being an approved training affiliate of the entity issuing tests leading to certification/credentialing.
 - Training providers must maintain attendance records on all program participants. These records will be required for the processing of payment vouchers and should be provided to the grantee within 10 days after the completion of the training course.
 - Training providers are required to submit training course outlines for each training program, where funding is being requested. The course outline must indicate specific skills to be taught, projected outcomes and associated hours for each training component. Outlines should also include the method of instruction and/or testing. The applicant must submit copies of these outlines with the proposal.
 - NOTE: Approval of training being offered by sector affiliated unions will be at the discretion of the grantor.

D. Eligible Applicants

This NGO is only being made available to the following organizations:

- New Jersey training providers licensed, approved, and on the ETPL to provide the allowable skills training;
- New Jersey community-based organizations; and
- New Jersey faith-based organizations;
- Sector affiliated Unions

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

Allowable Costs

Allowable costs under this NGO are limited to tuition or instructional costs, books and testing fees associated with credentials/certification.

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

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

Liability Clearance

Per Public Law 2007, c. 101, as a precondition to the award of business assistance, or incentive, a person or business seeking a grant, loan, loan guarantee, or other monetary or financial benefit from a department or agency of State government shall obtain a Tax Clearance Certificate from the Director of the New Jersey Division of Taxation.

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

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

Programmatic

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

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

Narrative

The LWD is charged with the responsibility of administering the SESP grant funds in a manner that meets its fiduciary responsibility. Therefore, this NGO will require applicants to submit a narrative that describes the need for workers with the requested skills training and a plan detailing the applicants proposed efforts to place successful program graduates.

All applications are subject to a LWD panel review and final approval by the Commissioner of LWD. Applicants will be notified of the status of their application. All applications will be reviewed as long as funding remains available.

The following topics must all be addressed through a comprehensive response:

1. A description of the type of work and/or services performed by the applicant;
2. A description of the number of full-time and part-time workers employed if applicable;
3. An explanation of how the applicant is developing, or plans to develop, a comprehensive plan detailing the need for workers trained in the skill areas identified;
4. An explanation of how the applicant will identify, train and assist where possible placement of unemployed workers;
5. An explanation of how the requested training and corresponding credential and/or certification will assist the growth of the industry;
6. An explanation of how the requested training and corresponding credential and/or certification will assist the individuals trained;
7. A statement committing to assist successful program graduates obtain placement;
8. The applicant must demonstrate its capabilities in executing the grant to meet the stated goals, and reporting requirements; and
9. A statement agreeing to comply with all required Financial and Participant Reporting, as well as monitoring.

Budgetary

Applicants are required to submit a Budget Summary, Detail and Narrative for this NGO. Please complete Attachments D, E and F contained in the Appendix of this NGO.

Monitoring, Reporting and Reimbursement

Fiscal Reporting

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

LWD will reimburse the grantee 100 percent of the tuition, books, and testing costs upon each participant's completion of training and an attestation that the student will receive the appropriate credential/certification.

Reimbursement

Payments to the Grantee shall be issued only after the services have been completed according to the schedule specified in their Agreement and upon receipt of the requisite financial, narrative and participant enrollment information. Invoicing to the LWD must be completed within 14 days of each participant completing training.

Participant Reporting

A roster of participants must be received prior to the start date of training and each month thereafter, until the conclusion of training. Applicants must adhere to these reporting requirements and must state their agreement to comply in the narrative section of their proposal. Participant reporting will be tracked through the Participant Reporting Form (Attachment J). It is not necessary to submit a completed Attachment I with your proposal. The document is provided to ensure potential grantees are aware of the participant reporting requirements, in the event your proposal is selected for funding.

Monthly Program Reporting

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

Monitoring

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

Closeout Reporting

A Closeout Report summarizing the planned versus actual training, impact the training had on the grantee and participants, and any other requested information will be required within 14 days of the contract end date. The format for the Closeout Report will be distributed to the grantee at the beginning of the contract period.

F. Application Process

Rating Process

Grant applicants must submit their proposal to the address listed in Section G of this NGO. Technical assistance is available to potential applicants by contacting your Regional Liaison or Maureen O'Brien-Murphy at 609-777-1724. Proposals will be evaluated based on the outlined evaluation criteria on the following page.

Evaluation Criteria	Total Points
Tax Clearance 1. Tax Clearance Certificate	Required for Consideration
Programmatic: Items 1-9 1. Grant Opportunity Title Page (Attachment. A) 2. Federal Employer Identification Number (FEIN) 3. NAICS code/DUNS number 4. General provisions (Attachment B) 5. Training programs with corresponding certificates/credentials (Attachment C) 6. Category of workers being trained (Attachment G) 7. Documentation/proof that training providers are located and licensed in NJ and are on the ETPL (Not required of unions) 8. Documentation/proof that training providers are approved training affiliates (Not required of unions) 9. Training course outlines for all requested training	Required for Consideration
Narrative: Items 1- 8 1. Description of services to be performed 2. Number of trainees identified 3. Development plan showing need for skilled workers 4. Explanation to identify train and assist with placement of workers 5. How training and credential/certification will assist growth of industry 6. How training and credential/certification will assist individuals trained 7. Demonstrate capability to execute grant 8. Agreement on reporting	80
Budget: – Allowable Costs 1. Costs identified are within NGO guidelines 2. Budget Summary supplied (Attachment. D) 3. Budget Detail supplied (Attachment E) 4. Budget Narrative supplied (Attachment F)	20
TOTAL	100

Technical Assistance/Regional Liaison

If applicants have any questions, regional contacts are:

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

Technical Assistance is also available through the LWD by contacting Maureen O'Brien-Murphy at 609-777-1724.

G. Address to which proposal must be submitted

Proposals must be mailed or delivered to:

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

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 receipt of the application.

H. Application submittals

Proposals will be accepted on an on-going basis and reviewed as submitted; however contract development and award must be completed to ensure that the proposed training will conclude by January 15, 2013.

Appendix

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

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

GRANT OPPORTUNITY - TITLE PAGE			
SECTION I:		SESP – Cycle VII Concludes January 15, 2013	
TITLE OF NGO: <u>State Energy Sector Partnership (SESP) Grant</u>			
DEPARTMENT: <u>New Jersey Department of Labor and Workforce Development</u>			
SECTION II:		Federal ID Number _____ NAICS Number _____	
		DUNS Number: _____	
APPLICANT AGENCY			
ADDRESS			
CITY	STATE	ZIP	COUNTY
PRIMARY CONTACT (Please print or type name): _____			
TELEPHONE NUMBER: (____) _____ FAX#: (____) _____			
E-MAIL _____			
TYPE OF APPLICANT:			
TRAINING VENDOR: ____			
COMMUNITY BASED ORGANIZATION: ____			
FAITH BASED ORGANIZATION: ____			
SECTOR AFFILIATED UNION: _____			
TOTAL AMOUNT OF FUNDS REQUESTED: \$ _____			
APPLICATION CERTIFICATION: <i>To the best of my knowledge and belief, the information contained in the application is true and correct. The document has been duly authorized by the governing body of this agency, and we will comply with the attached assurances if funding is awarded.</i>			
SIGNATURE OF CHIEF EXECUTIVE OFFICER OF APPLICANT		TITLE	
OR EQUIVALENT OFFICER			
_____ (Please print or type name)			
<u>*FAILURE TO INCLUDE A REQUIRED APPLICATION COMPONENT RENDERS THE APPLICATION INCOMPLETE AND WILL RESULT IN THE APPLICATION BEING ELIMINATED FROM CONSIDERATION.</u>			
SECTION III:			
SEND OR DELIVER PROPOSALS TO:		APPLICATIONS MUST BE	
RECEIVED BY:			
NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT			
DIVISION OF WORKFORCE PORTFOLIO & CONTRACT MANAGEMENT -PO BOX 055		One (1) original and five (5) copies	
ATTN: MAUREEN O'BRIEN MURPHY			
TRENTON, NJ 08625-055			

ATTACHMENT B
Standard Assurances and Certifications

ASSURANCES AND CERTIFICATIONS

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

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

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

1) ASSURANCES-NON-CONSTRUCTION PROGRAMS

NOTE: Certain of these Assurances may not be applicable to your project or program. If you have questions, please contact the Grantor agency.

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

- A) Has the legal authority to apply for Federal Assistance and the institutional managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
- B) Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting principles or agency directives.
- C) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- D) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- E) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs

funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

- F) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq. (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101- 6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972, 21 U.S.C. 1101, et seq. (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 21 U.S.C. 801, et seq. (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act (42 U.S.C. 290 dd-2), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601, et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the application.
- G) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq. (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- H) Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- I) Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a to 276a 7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40.U.S.C 327-333), regarding labor standards for federally assisted construction sub-agreements.

- J) Will comply, if applicable, with Flood Insurance Purchase Requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. 4001, et seq. (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- K) Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 U.S.C. 4321, et seq. (P. L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974 as amended, 42 U.S.C. 300f, et seq. (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531, et seq. (P.L. 93-205).
- L) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271, et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- M) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1, et seq.).
- N) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- O) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544), as amended, (7 U.S.C. 2131, et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- P) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801, et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

- Q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
- R) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.
- S) Will comply with the Federal Transparency Act requiring recipients and sub-recipients of federal financial assistance to obtain a Data Universal Numbering System (DUNS) number and will report the DUNS number to Labor and Workforce Development (LWD) as a condition of receiving a federal grant or award.

2) CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

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

- A) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency or the State of New Jersey.
- B) Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- C) Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.
- D) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal [or plan].

3) CERTIFICATION REGARDING LOBBYING

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

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

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

4) CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

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

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

2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or Local health, law enforcement, or other appropriate agency.

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

5) NON-DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE

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

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

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

C) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.

D) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

E) Americans with Disabilities Act (P.L. 101-336) which prohibits discrimination based on disabilities in the areas of employment, public services, transportation, public accommodations and telecommunications. It requires all affected entities (businesses) to provide "reasonable accommodation" to persons with disabilities.

6) LIABILITY

This Agreement is subject to all of the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., the New Jersey Contractual Liability Act N.J.S.A. 59:11-1, et seq. and the availability of appropriations.

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

The Contractor/Grantee shall defend, protect, hold harmless and indemnify the Department from all liabilities arising out of a contract/grant matter, which the Contractor/Grantee or its Subcontractors has been negligent.

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

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

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

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

Printed Name and Title

Signature

Date

General Provisions

DEFINITIONS

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

- Grantor is defined as the New Jersey Department of Labor and Workforce Development which is also referred to as the "Department."
- Contractor/Grantee is defined as any agency, organization or individual in direct receipt of funds by written instrument from the Department.
- Subcontractor/Sub-grantee is defined as any agency, organization or individual in direct receipt of funds by written instrument from a Contractor/Grantee.

1) SPECIAL GRANT CONDITIONS FOR "HIGH RISK" GRANTEES

A) A Grantee may be considered "high risk" if the Department determines that a Grantee:

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

B) Special conditions or restrictions may include:

- 1) Payment on a reimbursement basis;
- 2) Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period;
- 3) Requiring additional, more detailed financial reports;
- 4) Additional project monitoring;
- 5) Requiring the Grantee to obtain technical or management assistance; and
- 6) Establishing additional prior approvals.

C) If the Department decides to impose such conditions, the Department official will notify the Grantee as soon as possible, in writing, of:

- 1) The nature of the special conditions/restrictions;
- 2) The reason(s) for imposing the special conditions;
- 3) The corrective actions that must be taken before the special conditions will be removed by the Department and the time allowed for completing the corrective actions; and

- 4) The method of requesting reconsideration of the conditions/restrictions imposed.

2) FINANCIAL MANAGEMENT SYSTEM

A) The Grantee shall be responsible for maintaining an adequate financial management system and will immediately notify the Department when the Grantee cannot comply with the requirements established in this Section of the grant.

B) The Grantee's financial management system shall provide for:

- 1) Financial Reporting:

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

- 2) Accounting Records:

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

- 3) Internal Control:

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

- 4) Budget Control:

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

- 5) Allowable Cost:

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

6) Source Documentation:

Accounting records that are supported by source documentation; and

7) Cash Management:

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

C) The Department may require the submission of a "Statement of Adequacy of the Accounting System," as provided in Chapter II-2 of the *One-Stop Comprehensive Financial Management Technical Assistance Guide*, available at http://www.doleta.gov/grants/pdf/FinalTAG_August_02.pdf.

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

3) ALLOWABLE COSTS

Funds expended in this project shall be those as stated in the Agreement for the purposes and functions outlined, unless changed by an approved modification. The Contractor/Grantee shall be entitled only to reimbursement for actual expenses incurred or obligated during the contract/grant period or during an approved extension agreed upon by the Contractor/Grantee and the Department, and only in the amount specified in the Agreement. All obligations shall be liquidated within three months of the completion of the contract period or an approved extension.

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

4) MATCHING AND COST SHARING

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

5) PROGRAM INCOME

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

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

6) PRICE WARRANTY

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

7) PAYMENT METHOD

- A) Payments to the Contractor/Grantee or on behalf of the Contractor/Grantee shall be issued only after the Agreement has been signed and agreed to by both parties. The Contractor/Grantee will provide sufficient documentation that action has been taken to carry out the terms and conditions of the Agreement. Upon receipt of the requisite financial and narrative reports and other forms required by the Grantor and upon appropriate certification by the Director of Accounting of the Department, the Grantor will pay the Contractor/Grantee the contracted amount.
- B) The following is required to be submitted in a form satisfactory to the Department. At its discretion, the Department may request additional reports.

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

8) REPORTING REQUIREMENTS

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

9) STATE MONITORING, EVALUATION AND AUDIT

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

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

- 1) To meet these requirements, the Contractor/Grantee's audit reports must include the auditor's opinion on the Contractor/Grantee's compliance with the material terms and conditions of State grant agreements, State Aid programs, and applicable laws and regulations.
- 2) Contractor/Grantee audit reports must contain a supplemental schedule of the entity's State grant and State Aid financial assistance programs. This schedule must show for each program:
 - State Grantor Organization;
 - Program Title;
 - State Account Number;
 - Program Account; and
 - Total Disbursements.

- D) Contractors/Grantees who are for-profit companies and receive \$100,000 in either State or Federal funds agree to have an independent audit which includes one of the following:

A grant specific audit in accordance with Government Auditing Standards (Yellow Book); or, a financial audit report conducted under generally accepted auditing standards which includes a separate report on compliance with contractual provisions; or, a special report applying agreed upon procedures including but not limited to reviewing and testing the cost and expenses incurred for which reimbursement was requested to determine their propriety under the contract; review of the training records which substantiate training was completed in accordance with the contracts.

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

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

10) RECORDS

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

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

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

11) PROCUREMENT STANDARDS

Procurement of supplies, equipment, and other services with funds provided by this grant shall be accomplished in a manner generally consistent with Federal and State requirements.

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

12) PROPERTY

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

13) TRAVEL AND CONFERENCES

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

14) SUBCONTRACTING

Contractor/Grantee will perform all terms and conditions of this agreement unless a provision allowing the subcontracting of work is contained in the agreement. All terms and conditions applicable to the Contractor/Grantee would apply to any subcontractors or third parties hired by the Contractor/Grantee.

15) MODIFICATIONS

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

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

16) DISPUTES

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

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

The dispute resolution mechanism described in this section is not exclusive. The Grantor and Contractor/Grantee preserves all rights in law and equity to pursue any claims that may arise.

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

17) SEVERABILITY

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

18) TERMINATION

- A) Termination for Convenience – The Grantor or Contractor/Grantee may request a termination for any reason. The Grantor or Contractor/Grantee shall give 30 days advance notice, in writing, to the other parties to this Agreement of the effective date of such termination. The Contractor/Grantee shall be entitled to receive just and equitable compensation for any services satisfactorily performed hereunder through the date of termination.
- B) Termination for Cause – The Grantor may terminate this Agreement when it has determined that the Contractor/Grantee has failed to provide the services specified, or complied with any of the provisions contained in this contract or approved application, or otherwise breached the terms of this Agreement. If the Contractor/Grantee fails to perform in whole or in part under this Agreement, or fails to make sufficient progress so as to endanger performance, or otherwise breaches the terms of this Agreement, the Grantor will notify the other parties to this Agreement of such unsatisfactory performance or breach in writing. The Contractor/Grantee has ten working days in which to respond with a plan agreeable to the Grantor for correction of the deficiencies. If the Contractor/Grantee does not respond within the appointed time with corrective plans satisfactory to the Grantor, the Grantor will serve a termination notice on the Contractor/Grantee which will become effective within ten days (10) days after receipt. In the event of such termination, the Grantor shall only be liable for payment for services rendered prior to the effective date of the termination, provided such services are performed in accordance with the provisions of this Agreement.
- C) Termination or Reduction of Funds
- 1) The Contractor/Grantee agrees that major changes to this contract, both in terms of program content and funding levels, may be required prior to its implementation or during the term of its operations due to new or revised legislation or regulations. The Contractor/Grantee agrees that any such changes deemed necessary by the Commissioner of Labor shall be immediately incorporated into this grant.
 - 2) Unearned payments under this Agreement may be suspended or terminated upon refusal to accept or satisfy any additional conditions that may be imposed by the Grantor at any time.

19) CONTRACT CLOSE OUT

- A) The following definitions shall apply for the purpose of this Section:

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

20) PERFORMANCE

The Contractor/Grantee assures performance will be in accordance with, and within the period of, this Agreement and will immediately report any conditions that may adversely affect performance to the Department as soon as they become known. Also, any fraud or suspected fraud involving granted funds must be reported to the grantor with 48 hours of its discovery.

21) CONFLICTS OF INTEREST

The Contractor/Grantee shall avoid organizational conflicts of interest or the appearance of conflicts of interest in the conduct of procurement activities. Any gratuities in the form of entertainment, gifts or otherwise offered by the Contractor/Grantee, its agent, or representative to any office or employee of the

Department with a view towards securing this contract or securing favorable treatment with respect to the awarding, amending, or the making of any determination will render the contract voidable at the option of the Department, and may justify further action under applicable State laws.

22) BONDING AND INSURANCE

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

23) AVAILABILITY OF FUNDS

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

Signature _____ Date _____

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

COURSE	CERTIFICATION	NUMBER TO BE TRAINED	JOB TITLE(s) OF TRAINEE(s)

ATTACHMENT D
BUDGET SUMMARY

Category	Grant Requested Funds	Total Program Costs
Personnel	X	
	X	
	X	
	X	
	X	
	X	
Non-Personnel	X	
	X	
	X	
	X	
	X	
	X	
Direct Student Services		
Tuition or Instructional Costs		
Books		
Testing Fees/Cost		
Other		
TOTAL PROGRAM		

ATTACHMENT E
Budget Detail

Please provide the detail of each cost listed on the Budget Summary

Examples:

Grant Requested Costs:

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

ATTACHMENT F
Budget Narrative

Provide a Budget Narrative that supports the allocation request:

ATTACHMENT G
SESP Grant Targeted Population to be Trained

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

**ATTACHMENT H
SELECTIVE SERVICE VERIFICATION**

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

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

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

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

Grantee Certification:

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

Signature, Title

Date

**ATTACHMENT I
APPLICATION CHECKLIST**

COMPONENT	INCLUDED
TAX CLEARANCE	
1. Tax Clearance Certificate	
PROGRAMMATIC	
1. Grant Opportunity Title Page – Attachment A	
2. Federal Employer Identification Number (FEIN)	
3. North American Industry Classification (NAICS Code)	
4. Signed General Provisions – Attachment B	
5. Training courses/corresponding certificates/credentials – Attachment C	
6. Category of workers trained & DOLETA criteria– Attachment G	
7. Documentation of training provider location in NJ and on ETPL (N/A for Union Applicant)	
8. Documentation of training provider approved as training affiliate (N/A for Union Applicant)	
9. Training course outlines	
NARRATIVE	
1. Description of services to be performed	
2. Number of trainees identified	
3. Development plan showing need for skilled workers	
4. Explanation to identify, train and assist with placement	
5. How training & credential/certification will assist growth of industry	
6. How training & credential/certification will assist individuals trained	
7. Statement to assist in placement of employment	
8. Demonstrate capability to execute grant	
9. Agreement on reporting	
BUDGET	
1. Costs identified are within NGO guidelines	
2. Budget Summary – Attachment D	
3. Budget Detail – Attachment E	
4. Budget Narrative – Attachment F	

**ATTACHMENT J
Participant Reporting Form**

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

GENDER	
Male	
Female	
ETHNICITY/RACE	
Hispanic/Latino	
American Indian or Alaska Native	
Asian	
Black or African American	
Hawaiian Native or Other Pacific Islander	
White	
More Than One Race	
EDUCATIONAL LEVEL	
8th grade and under	
9th grade - 12th grade	
High School graduate or equivalent	
1 - 3 years of college, or full-time technical or vocational school	
4 years college or more	
AGE	
Participants Younger Than 18	
18 – 24	
25 – 34	
35 – 44	
45 – 54	

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

PARTICIPANT ENROLLMENT – PART II EMPLOYABILITY PLAN

Additional Background

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

Pre-training Goals

Employment Goal:
Goal Justification:

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

Post-training Goals

Employment Goal:
Goal Justification:

Participant Signature

Date

Grantee Signature

Date