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

**NOTICE OF GRANT OPPORTUNITY  
Fiscal Year 2011**

**ESTABLISHING TALENT NETWORKS IN KEY INDUSTRIES**

**Announcement Date: Thursday, May 5, 2011  
Technical Assistance Workshop: Monday, May 16, 2011  
Application Deadline: Thursday, May 26, 2011, 4:00 PM**

**Harold J. Wirths  
Commissioner**

# **TALENT NETWORKS**

## **Notice of Grant Opportunity – FY 2011**

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# **TALENT NETWORKS**

## **Notice of Grant Opportunity (NGO) – FY2011**

### **Labor Planning and Analysis of Grant Program Funds**

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

#### **A. Name of Grant Program**

Establishing Six (6) separate Talent Networks in Key Industries

#### **B. Purpose for Which the Funds Will Be Used**

A. The purpose of this Grant program is to establish six (6) separate, statewide Talent Networks for key industries in the state in order to connect employers, job seekers, the state's One Stop Career Centers and educational institutions to achieve the common goal of helping job seekers obtain employment and to help employers find qualified employees. Such Networks will be a foundational element in the state's Rapid Response efforts that assist unemployed individuals to transition quickly to new employment.

Each Talent Network will:

- Support the efforts of the workforce development system and educational institutions to prepare workers for opportunities in key industry sectors,
- Serve as the primary workforce contact for the industry sector,
- Encourage networking between job seekers, employers and education and training providers, and
- Establish a Talent Development Advisory Group (TDAG) to obtain regular feedback on the workforce needs of employers in order to guide future workforce development efforts.

Talent Networks will be established for the following industry sectors:

1. Transportation, Logistics and Distribution;
2. Life Sciences (Pharmaceuticals, Biotechnology, Medical Devices);
3. Advanced Manufacturing;
4. Financial Services;
5. Health Care; and
6. Technology / Entrepreneurship.

In 2008, Talent Networks were established in the Transportation, Logistics and Distribution (TLD), Green and Life Sciences industries through the NJ Department of Labor and Workforce Development's Regional Economic Development Initiative (REDI). Current contracts between NJLWD and the Newark Alliance (for the TLD Talent Network) and BioNJ (Bio-1 Stop / Life Sciences Talent Network) end in June 2011. A current contract between

NJLWD and the Middlesex County Workforce Investment Board (for Green industries) ends in December 2011. It is expected that NJLWD will announce an NGO for continued operation of the green industries Talent Network in the fall of 2011.

### **C. Available Funding**

NJLWD is issuing this NGO to establish six (6) Talent Networks focused on the state's key industries. Up to \$275,000 can be awarded for each Talent Network. The total funding available for these (6) grants will not exceed \$1,650,000 for the first year with a possible renewal for the second year, contingent on successful performance and on the availability of funds.

### **D. Eligible Applicants**

Eligible entities include:

- Non-profit organizations (including industry associations); and
- Post-secondary educational institutions

Non-profit organizations (including industry associations) and post-secondary educational institutions in New Jersey are eligible to apply for this opportunity. Successful applicants will be able to demonstrate expertise in the selected industry-sector and must demonstrate the ability to connect employers, job seekers, the state's One Stop Career Centers and educational institutions to achieve the common goal of helping job seekers obtain employment and to help employers find qualified employees.

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

All grant proposals must establish 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 NJLWD. The lead agency is responsible for overseeing the implementation of all aspects of the grant, i.e., project and spending plan; grant project monitoring and reporting; and fiscal management.

All applicants will be evaluated on the basis of quality, comprehensiveness, completeness, accuracy and appropriateness of response to the NGO. The standard evaluation criteria (page 10) will be used to review and select grant recipients.

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

## **F. Procedure for Eligible Entities to Apply For Grant Funds**

Proposals should summarize all of the program components and planning requirements as outlined in this section. In addition, this section will provide additional parameters and program policies to which all proposals must conform.

All applicants shall submit a written narrative (totaling no more than 10 pages) with each proposal including:

- A statement of the workforce needs of the industry, indicating the primary issues that should be addressed by the Talent Network (approx. 1 - 2 pages);
- A statement of the organization's expertise and experience in workforce development in the selected industry sector (approx. 1 - 2 pages);
- The qualifications and experience of staff members who would contribute to Talent Network activities, including but not limited to the Talent Network Coordinator (approx. 1 page);
- A plan that would detail how the Talent Network would address the 4 key components listed below (approx. 5 pages); and
- Annual targets for metrics (see page 8) (approx. 1 page).

All applicants must also include a detailed budget for the proposed activities that will occur during the contract period of the grant. The budget should include a written explanation / justification of all line items (limited to 2 pages).

Applicants must submit resumes of key staff members who would contribute to Talent Network activities (limited to 3 pages).

Proposals can include up to three letters of support (limited to a total of 3 pages) that demonstrate the organizations ability to form partnerships with employers, industry associations, educational institutions, Workforce Investment Boards or other significant entities.

### **Key Components**

While it is expected that each Talent Network will be constructed slightly differently based on the specific workforce needs of each sector, each Talent Network will have the following common components. Proposals should explain how the applicant would approach each component.

#### **I. Support the Efforts of the Workforce Development System and Educational Institutions to Meet the Workforce Needs of the Industry**

No single organization can meet the workforce needs of a key industry in the state alone, because organizations generally serve specific geographic areas and different student and job seeker populations. The Talent Network will strive to harness the strengths and capacity of each organization to build a network that can flexibly respond to the needs of employers.

- Establishment of the Network: All Workforce Investment Boards and post-secondary educational institutions in the state *will* be invited to be members of each Talent Network. Members will agree to support the work of the Network and will agree to designate a single point of contact within their organization to work with the Talent Network coordinator to respond to employer needs. These individuals will be key “nodes” in the network.
- Building of Capacity at Member Organizations: Each Talent Network will implement efforts to strengthen the ability of member organizations to meet employer needs. This may include efforts to train staff of member organizations in the workforce needs of the industry (using data provided by NJLWD’s Division of Labor Market and Demographic Research).
- Maintenance of a Talent Network Website: NJLWD is creating a Talent Network website template that can be adapted for use by each Talent Network. Talent Network staff will have access to content management tools so that they can update website content. The website will be a component of each Talent Network’s effort to connect employers and job seekers. Each website will be an integral component of the state’s Jobs4Jersey.com website.

## **II. Serve as the Primary Workforce Contact for the Industry Sector**

While each Talent Network will serve as the primary workforce point of contact for the industry sector in the state, each Network will be expected to develop and implement an outreach and service delivery strategy that relies on cooperation with Network members and with state and local workforce staff.

Develop an Employer Outreach / Service Delivery Strategy for the Industry: In the first two months of the grant, each Talent Network will work closely with staff of NJLWD, with state and local workforce staff and with member organizations to develop an employer outreach strategy. The purpose of this strategy will be to describe how the Talent Network will raise industry employer awareness of the Network’s capabilities and to describe how the Talent Network will interact with state and local workforce staff and member organizations to respond to employer needs.

Talent Network proposals should include initial ideas for such a strategy, but each strategy will be developed during the first two months of the grant, with technical assistance and labor market data provided by NJLWD.

Implementation of the Strategy: Each Talent Network will then work throughout the grant period to implement the strategy. The Talent Network coordinator will meet quarterly with NJLWD staff to review efforts and make any needed modifications to the strategy.

### **III. Encourage Networking Among Job Seekers, Employers, and Education and Training Providers**

Each Network will be a critical component of the state's Rapid Response efforts, which seek to connect dislocated workers to employment opportunities in key industry sectors. Each Talent Network will take steps to encourage greater networking between job seekers and employers and between employers and education and training providers. Such efforts could take the form of:

- Job Fairs and Rapid Response Events as identified by NJLWD;
- Networking / Job Search resource events for job seekers in libraries, community colleges or other locations;
- Individual job seeker networking groups led by peer counselors;
- Workforce Roundtable events to bring together employers; educational institutions; and workforce development organizations to encourage information sharing;
- Use of social networking to connect job seekers; employers; educational institutions; and workforce development organizations.

### **IV. Establish a Talent Development Advisory Group (TDAG)**

Each Network will work closely with NJLWD to establish a Talent Development Advisory Group for the industry. Such a group, consisting entirely of employers and industry association, will meet twice per year to provide feedback on current and future hiring, skill and workforce needs in the industry. The Talent Network will be responsible for identifying possible members of the TDAG, organizing and hosting such meetings and ensuring adequate employer involvement in the meetings (at least 10 employer participants). NJLWD's labor market analysts will be responsible for summarizing the results of the meetings and disseminating that information to Talent Network members.

## PERFORMANCE METRICS

Each Network will be required to establish performance metric targets for the following quantitative activity measures:







- Number of employers connected to the workforce development system;
- Number of workforce and education partners participating in each Network;
- Completion of two Talent Development Advisory Group (TDAG) meetings, with at least 10 employer participants;
- Participation in NJLWD monthly industry sector partner meetings;
- Number of online and in-person training sessions for workforce partners;
- Frequency of updating of website content (minimum of twice per month);
- Number of networking events participating in, such as job fairs, rapid response activities, PSG's functions and related grant and program activities;
- Amount of funds to be leveraged and the expected source of those funds; and
- Number of job seekers participating in networking activities.

LWD will use surveys and interviews with employers and other stakeholders to measure each Network's progress for the following qualitative measures:

- Increase in knowledge of industry sectors by local and state workforce staff;
- Increase in knowledge and use of NJLWD programs and incentives by businesses;
- Increase in the depth and breadth of the network built via social networking analysis; and
- Value of website and in person content and contacts.

## PROPOSAL CONTENT AND CHECKLIST

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

<i>Required</i>	<i>Form</i>	<i>Included</i>
	<b>Applicant Title Page</b>	
	<b>LWD General Provisions</b>	
	<b>Letters of Support</b>	
	<b>Narrative (10 page limit)</b>	
	<b>Budget Summary and Budget Narrative</b>	
	<b>Financial Statements of Lead Agency (3 years)</b>	

## EXPLANATION OF PROGRAM COMPONENTS

- 1) Applicant Title Page - The Applicant Title Page can be found on page 14. Complete all sections of the form and attach it to the front of the application, two (2) original signature pages are required. This is the first page of your application package. Insert the name of

the Industry your proposal covers in “Program Industry.” Ensure Sections I and II are complete and all information is accurate on the form. The Chief Executive Officer must sign and date the form.

- 2) NJLWD General Provisions - The General Provisions can be found on pages 15-21. Please carefully review and sign this document and include all pages of the general provisions in your grant proposal. The signature of the Chief Executive Officer indicates the organization’s acceptance of these provisions.
- 3) Letters of Support - Proposals can include up to three letters of support (limited to a total of 3 pages) that demonstrate the organization’s ability to form partnerships with employers, industry associations, educational institutions, Workforce Investment Boards or other significant entities.
- 4) Narrative - All applicants shall submit a written narrative (totaling no more than 10 pages) with each proposal including: a statement of the workforce needs of the industry, a statement of the organization’s expertise and experience in workforce development in the selected industry sector, qualifications and experience of staff members who would contribute to Talent Network activities, and a plan that would detail how the Talent Network would address the 4 key components listed in section F.
- 5) Budget Summary and Budget Narrative - A Budget Summary and Budget Narrative which reflects the full proposed budget for the entire network funding must be completed. The Summary and Narrative must also include funding sources or resources within the budget. Amounts reported on the Budget Summary must be fully supported by information provided on the Budget Narrative. Budgets will be reviewed using the State of New Jersey policies and regulations.
- 6) 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.)

## **REPORTING REQUIREMENTS**

Grantees will be required to complete the following reports:

A monthly activity report, due by the 10<sup>th</sup> of each month, must list all the activity of the program. A monthly financial report, due by the 10<sup>th</sup> of each month, must detail expenses incurred for the prior month. NJLWD will provide a template of the activity report and of the financial report to each successful grantee. Grantees will be paid on a monthly reimbursement method after the financial report has been submitted to and approved by NJLWD. A closeout report, due within 30 days from the end of the grant period, shall include a compilation of all the monthly reports including a full-year financial report. Final reimbursement will be subject to the submission and acceptance of the final report by NJLWD.

## EVALUATION CRITERIA

This NGO is competitive and will be reviewed by a selection committee using a pre-established set of requirements, which will include, but not be limited to the following:

<b>Evaluation Criteria</b>	<b>Total Points</b>
Understanding of the Industry and the Workforce Needs of Employers in the Industry	10 points
Capacity to Implement Proposed Activities / Experience in Implementing Similar Efforts	15 points
Qualifications of Staff	15 points
Approach to Supporting the Efforts of the Workforce Development system and Educational Institutions to Meet the Workforce Needs of the Industry	15 points
Approach to Serving as the Primary Workforce Contact for the Industry Sector	20 points
Approach to Encouraging Networking Among Job Seekers, Employers and Education and Training Providers	20 points
Approach to Establishing a Talent Development Advisory Group (TDAG)	5 points

### G. Address to Which Proposals Must Be Submitted

NJLWD will disseminate this NGO to eligible entities. The NGO will also be posted on NJLWD's website [www.nj.gov/labor](http://www.nj.gov/labor).

Additional copies of the NGO are available by contacting Office of Labor Planning and Analysis, P.O. Box 056 – 5<sup>th</sup> Floor, Trenton, NJ 08625; phone 609-292-2643.

The responsibility for a timely submission rests with the applicant. NJLWD must receive two originals and six copies of the completed application no later than **4:00 pm , May 26, 2011** without exception. NJLWD will not accept and cannot evaluate for funding consideration an application received after this deadline. The applicant must also have prepared and have available upon request by NJLWD an electronic version of the application package (utilizing MS Word and MS Excel).

Two originals and six (6) copies of the application must be delivered to:

New Jersey Department of Labor and Workforce Development  
Aaron R. Fichtner, Ph.D. – Assistant Commissioner  
Labor Planning and Analysis  
1 John Fitch Plaza  
P.O. Box 056 – 5<sup>th</sup> Floor  
Trenton, New Jersey 08625

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

#### **H. Application Submission Date**

Grant applicants must submit their proposal by **4:00 pm on Thursday, May 26, 2011** NJLWD will provide a specific technical assistance session to potential applicants. Applicants are encouraged to take part in this technical assistance workshop which will be held on **Monday, May 16, 2011 at 10:00am** at New Jersey Department of Labor and Workforce Development, 1 John Fitch Plaza – 5<sup>th</sup> Floor Large Conference Room, Trenton, New Jersey 08625. Applicants can also participate to a conference call.

Directions to this session are on page 22. Due to limited seating, applicants must RSVP prior to Thursday, May 12, 2011 to LaTashia Gady at [tgady@dol.state.nj.us](mailto:tgady@dol.state.nj.us) to attend the workshop. Registrants requiring special accommodations for the technical assistance session should identify their needs at the time of registration.

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

#### **I. Date By Which Applicants Shall Be Notified**

Award Process - NJLWD 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 appropriateness to the guidelines and requirements of this NGO. Applicants are reminded that the grants will be awarded through a competitive process. NJLWD cannot fund all applications submitted, therefore only those applications that meet the highest standards will be awarded. Only one contract will be awarded per industry-sector.

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 May 31, 2011. Within 10 business days following the panel review date, applicants will be notified of the status of their application and any requested revisions. Upon completion of all requested revisions and re-submission of completed applications with the required timelines, applicants will be notified of the final determination of their request within 10 business days. The expected start date of contacts for the Talent Networks will be June 15, 2011.

**Notice of Grant Opportunity**

**Appendix  
Proposal Forms**

**TALENT NETWORKS**

**Fiscal Year 2011**

## NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

<b>Establishing Six (6) Talent Networks in Key Industries - Title Page</b>		
<b>SECTION I:</b>		<b><u>FY 11</u></b>
TITLE OF NGO: Establishing Talent Networks in Key Industries OFFICE : <u>Labor Planning and Analysis (LPA)</u>		
PROGRAM INDUSTRY: _____		
<b>SECTION II:</b>		
CONTACT NAME:	COUNTY OF ORGANIZATION:	
APPLICANT AGENCY:		
ADDRESS:		
CITY:	STATE:	ZIP:
PREVIOUS FUNDING: Agency received funding from the NJ Department of Labor and Workforce Development within the last two years of submission of this application. YES <input type="checkbox"/> NO <input type="checkbox"/>		
PROJECT DIRECTOR (Please print or type name):		
TELEPHONE NUMBER:	FAX NUMBER:	
E-MAIL:		
BUSINESS MANAGER:	PHONE NUMBER:	
E-MAIL:		
DURATION OF PROJECT: FROM: _____ TO: _____		
TOTAL AMOUNT OF FUNDS REQUESTED: \$ _____		
APPLICATION CERTIFICATION: <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	_____ TITLE	_____ DATE
(Please print or type name)		
<b><u>*FAILURE TO INCLUDE A REQUIRED APPLICATION COMPONENT CONSTITUTES A VIOLATION AND WILL RESULT IN THE APPLICATION BEING ELIMINATED FROM CONSIDERATION.</u></b>		
<b>SECTION III:</b>		
SEND OR DELIVER PROPOSALS TO:	APPLICATIONS MUST BE RECEIVED BY:	
<b>NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT JOHN FITCH PLAZA ATTN: Aaron R. Fichtner Ph.D. Assistant Commissioner, Office of Labor Planning and Analysis (LPA) P.O. BOX 056, 5<sup>TH</sup> FLOOR TRENTON, NJ 08625-0056</b>	<b><u>4:00 pm on May 26, 2011</u></b>	
		<b><u>NO FACSIMILE SUBMISSIONS WILL BE ACCEPTED.</u></b>

## **General Provisions**

### **DEFINITIONS**

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

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

#### **1) ALLOWABLE COSTS**

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

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

#### **2) PRICE WARRANTY**

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

#### **3) PAYMENT METHOD**

A) Payments to the Contractor/Grantee or on behalf of the Contractor/Grantee shall be issued only after the Agreement has been signed and agreed to by both parties. The Contractor/Grantee will provide sufficient documentation that action has been taken to carry out the terms and conditions of the Agreement. Upon receipt of the requisite financial and narrative reports and other forms required by the Grantor and upon appropriate certification by the Director of Accounting of the Department, the Grantor will pay the Contractor/Grantee the contracted amount.

- B) The following is required to be submitted in a form satisfactory to the Department. At its discretion, the Department may request additional reports.  
Payment Voucher (Form PV 6/93) – This form will be submitted to the Department, with supporting documentation that the contracted services are operational and will continue to be for the length specified in the Agreement.

#### **4) REPORTING REQUIREMENTS**

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

#### **5) STATE MONITORING, EVALUATION AND AUDIT**

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

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

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

State Grantor Organization  
Program Title  
State Account Number  
Program Account  
Total Disbursements

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

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

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

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

## **6) RECORDS**

- A) All documents, patents, copyrights, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, reports, plans, and other materials prepared by the Contractor/Grantee in connection with the project are the property of the Department. Such material will be delivered to the Department upon request.
- B) Retention - The Contractor/Grantee agrees to maintain all records pertinent to all grants, contracts and agreements, including financial, statistical, property and participant records and supporting documentation for a period of three years from the date of the final expenditure report. The aforementioned records will be retained beyond the three years if any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records will be retained until the litigation, audit or claim has been finally resolved. The Contractor/Grantee agrees to insure that Sub-grantees retain records in accordance with these requirements. In the event of the termination of the relationship between Contractor/Grantee and Sub-grantees, the Contractor/Grantee shall be responsible for the maintenance and retention of the records of any Sub-grantees unable to retain them.
- C) Access - The Grantor may investigate any matter it deems necessary to determine compliance with State policy and/or procedures. The investigations authorized by this provision may include examining records (including making certified copies thereof), questioning employees, and entering any premises or onto any site in which any part of a program of the Contractor/Grantee is conducted or in which any of the records of the Contractor/Grantee are kept.

## **7) PROPERTY**

The Contractor/Grantee is responsible and accountable for all equipment and property purchased with funds under this Agreement, including purchases made by any Contractor or Subcontractor receiving payments on behalf of the Contractor/Grantee. A current inventory

of such property and equipment, with a value of \$1,000 or more, shall be maintained by the Contractor/Grantee. Procedures for property records are outlined in the NJSDA Guide for Contracting and Property Management, and the Contractor/Grantee shall follow those procedures. The Contractor/Grantee agrees to provide the same security and safekeeping measures for property paid for under this contract as the Contractor/Grantee provides for the same or similar property owned by the Contractor/Grantee. The Contractor/Grantee agrees to impose similar conditions upon any Contractor or Subcontractor engaged to provide services under this contract.

## **8) TRAVEL AND CONFERENCES**

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

## **9) SUBCONTRACTING**

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

## **10) MODIFICATIONS**

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

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

## **11) DISPUTES**

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

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

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

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

## **12) SEVERABILITY**

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

## **13) TERMINATION**

- A) Termination for Convenience – The Grantor or Contractor/Grantee may request a termination for any reason. The Grantor or Contractor/Grantee shall give 30 days’ advance notice, in writing, to the other parties to this Agreement of the effective date of such termination. The Contractor/Grantee shall be entitled to receive just and equitable compensation for any services satisfactorily performed hereunder through the date of termination.
- B) Termination for Cause – The Grantor may terminate this Agreement when it has determined that the Contractor/Grantee has failed to provide the services specified, or complied with any of the provisions contained in this contract or approved application, or otherwise breached the terms of this Agreement. If the Contractor/Grantee fails to perform in whole or in part under this Agreement, or fails to make sufficient progress so as to endanger performance, or otherwise breaches the terms of this Agreement, the Grantor will notify the other parties to this Agreement of such unsatisfactory performance or breach in writing. The Contractor/Grantee has ten (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 ten days (10) days after receipt. In the event of such termination, the Grantor shall only be liable for payment for services rendered prior to the effective date of the termination, provided such services are performed in accordance with the provisions of this Agreement.
- C) Termination or Reduction of Funds
  - 1) The Contractor/Grantee agrees that major changes to this contract, both in terms of program content and funding levels, may be required prior to its implementation or during the term of its operations due to new or revised legislation or regulations. The Contractor/Grantee agrees that any such changes deemed necessary by the Commissioner of Labor and Workforce Development shall be immediately incorporated into this grant.
  - 2) Unearned payments under this Agreement may be suspended or terminated upon refusal to accept or satisfy any additional conditions that may be imposed by the Grantor at any time.

## 14) CONTRACT CLOSE OUT

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

## 15) PERFORMANCE

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

**16) CONFLICTS OF INTEREST**

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

**17) ANTI- DISCRIMINATION**

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

**18) BONDING AND INSURANCE**

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

**19) ACCEPTANCE OF GENERAL PROVISIONS**

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

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Printed Name and Title

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Signature

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Date

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

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

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

**Via New Jersey Turnpike**

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

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

**Via I-95 from Pennsylvania**

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

**Via Garden State Parkway**

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

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

**Via Northwestern New Jersey**

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

**Via U.S. Route 1 from the North**

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

**Via I-295 from South Jersey**

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