

**COMPETITIVE NOTICE OF GRANT OPPORTUNITY  
STATE ENERGY SECTOR PARTNERSHIP (SESP) GRANT FOR THE  
ENERGY EFFICIENCY INDUSTRIES**

**Name of the Grant Program**

State Energy Sector Partnership Grant Program – Energy Efficiency Industries

**Background**

The State Employment and Training Commission received a \$6 million State Energy Sector Partnership (SESP) training grant from the US Department of Labor – Employment and Training Administration (DOLETA). The duration of this federal grant is from January 29, 2010 to January 28, 2013. This NGO represents the first cycle of funding for Energy Efficiency training programs, and makes available a total of \$500,000 for this cycle. The available grant dollars are expected to fund a number of projects.

Under the SESP grant, entities can apply for grants to train New Jersey workers in the Energy Efficiency (EE) or Renewable Energy (RE) industries. The US Department of Labor has mandated 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, 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 **ONLY** on the Energy Efficiency (EE) industries. A separate NGO will be released for the Renewable Energy (RE) industries.

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

## **SESP Partners**

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

- The SETC has overall responsibility for the programmatic, administrative, monitoring, and oversight of the SESP grant;
- The Department of Labor and Workforce Development (LWD) serves as the fiscal agent for grant funds;
- The SESP Council was created, under the SETC, to develop a strategic workforce development plan to support the EE and RE industries and provide guidance, leadership and oversight of the implementation of the SESP grant;
- Sector Committees will be created for the EE and RE industries to ensure curriculum and course alignment;
- Regional Project Teams will be created for the North, Central and South. Regional Team Leads will disseminate NGOs, as well as coordinate and network with team members to access and facilitate services through the One-Stop Career Centers; and
- One-Stop Career Centers will serve as primary partners for the Regional Project Teams under this initiative. One-Stop Career Centers will also serve as a primary source of recruitment for EE and RE employers.

### *SESP Council*

An integral part of the grant application was the creation of the State Energy Sector Partnership Council consisting of industry leaders, organized labor and government leaders. The roles of the Council are to develop a strategic workforce development plan to support the EE and RE industries; and provide guidance, leadership and oversight of the implementation and successful operation of the SESP grant.

A fundamental expectation of the State Energy Sector Partnership Council is to establish policy and guidance for the implementation of SESP training grants. At the Council's April 2010 meeting, the following recommendations were made regarding training program implementation:

- Jobs should be evident prior to the start of training programs, thereby utilizing a “just in time” philosophy;
- Applicants must commit to hire and/or retain workers trained through SESP funds. Further, employers should focus on creating career paths for workers within the EE and RE industry;
- EE and RE Sector Committee should meet to determine the basic core elements of curriculum to ensure compliance with industry demands;
- Projects implemented in Year One should have limited slots and be conducted on a conservative scale to ensure placements;
- Training programs funded under the SESP grant should focus only on “green” skills or “green” layers, not generic training programs; and

- Applicants participating in incumbent worker training programs will be required to contribute a percentage of the direct and indirect training costs associated with the project.

#### *Sector Committees*

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

#### *Regional Project Teams*

The State Employment and Training Commission is entering into Memorandums of Understanding with each of the three Regional Project Teams. Regional Team Leads will disseminate NGOs, as well as coordinate and network with team members to access and facilitate services through the One-Stop Career Centers, under the State Energy Sector Partnership Grant.

The grant requires the creation of Regional Project Teams. New Jersey regional teams parallel the three regions included in the Workforce Innovation in Regional Economic Development (WIRED) initiatives and now in New Jersey's Regional Economic Development Initiative (REDI) program. The membership of the teams requires at a minimum, all local Workforce Investment Board (WIB) Directors and One-Stop Career Center Operators, two representatives from public community colleges and two representatives of public vocational/technical schools from within the region.

### **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 Notice of Grant Opportunity is being made available to New Jersey:

- Employers within the Energy Efficiency Industries;
- Industry Associations within the Energy Efficiency Industries; and
- Labor and/or trade organizations within the Energy Efficiency Industries.

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

- Foster the development of New Jersey's workforce to meet the demands of the EE industries;
- Upgrade the skills of workers to ensure that New Jersey EE employers increase their competitiveness and remain current with changing technologies;
- Increase the skill level of incumbent workers within the EE industries for job sustainability, job growth, increased wages and career paths;
- Identify, train and place current unemployed workers into EE employment;
- Increase new job creation within the EE industries; and
- Acquire nationally recognized and portable EE industry certificates/credentials.

## Statement of Need

The US Department of Labor defines Energy Efficiency under Section 203(b)(2) of the Energy Policy Act of 2005, Public Law 109-58, 119 Stat. 595 as: “Energy Efficiency” can be broadly defined as programs aimed at mitigating the use of energy, reducing harmful emissions, and decreasing overall energy consumption.

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

As a result of that report, and in combination with the Office of the Governor, economic development professionals, employers, and organized labor, the State Employment and Training Commission, in cooperation with the Department of Labor and Workforce Development, identified a menu of training opportunities to support the SESP Energy Efficiency industries. The courses are outlined on Page 4 under Targeted Training Courses.

## Targeted Populations

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

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

## **Available Funding**

The total funding available for Energy Efficiency grants for this program cycle beginning on October 1, 2010 and ending on April 1, 2011 is estimated to be \$500,000 and is expected to fund a number of projects. All funding is contingent upon final approval by the State Employment and Training Commission.

## **Targeted Training Courses**

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

- Building Performance Institute (BPI) Residential Building Analyst
  - Outcome: BPI Residential Certification
- Building Performance Institute (BPI) HVAC
  - Outcome: BPI Mechanical, Heating & Cooling Certification
- Building Performance Institute (BPI) Building Analyst Multi-family
  - Outcome: BPI Multi-family Certification
- Mechanical Insulation Green Awareness Training
  - Outcome: Green Awareness/Mechanical Insulation Certificate
- Mechanical Insulation Energy Appraisal
  - Outcome: Insulation Energy Appraisal Program Certificate

The Department of Labor and Workforce Development provided the US Green Building Council a \$480,000 Customized Training Grant to cover the period of September 3, 2009 to September 3, 2010, to provide Leadership in Energy and Environmental Design (LEED) Green Associate and Leadership in Energy and Environmental Design (LEED) Accredited Professional (AP) training to building and construction professionals in New Jersey.

Through this SESP Energy Efficiency Notice of Grant Opportunity, entities who participated in the US Green Building Council Customized Training Grant can apply, and if selected, request SESP grant dollars to reimburse testing fees for employed individuals current scheduled or planning to schedule the test within the timeframe of October 1, 2010 to April 1, 2011 to acquire the LEED Green Associate or LEED AP certifications.

## **Training Delivery**

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

## **Training Provider Requirements**

Training providers under this Notice of Grant Opportunity will be selected by the applicant. However, the State Employment and Training Commission has two requirements that training providers must meet. One, 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. One of the goals of the SESP initiative is to have participants acquire nationally recognized and/or portable credentials. The second requirement is that training providers must also provide documentation of being an approved training affiliate of the entity issuing tests leading to certification/credentialing. For example, an entity seeking to train in BPI Building Analyst must be an approved training affiliate through the Building Performance Institute. To identify BPI training affiliates go to: [www.bpi.org](http://www.bpi.org).

Training providers must maintain attendance records on all program participants. These records must be made available to the Grantor upon request.

## **Eligible Applicants**

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

- Employers within the Energy Efficiency Industries;
- Industry Associations within the Energy Efficiency Industries; and
- Labor and/or trade organizations within the Energy Efficiency Industries

The applicant must serve as the fiscal agent of the project funds and must play a leadership role in executing the project. The applicant will be subject to governance principles established for management of the overall SESP grant initiative which include, but are not limited to, adherence to the SETC general provisions, contract terms, conditions, reporting and policies (Attachments B).

## **Allowable Costs**

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

While the Federal Government did not require matching funds to be a part of the SESP grant proposal, leveraged funding was strongly suggested. Therefore, the SETC requires applicants to identify cash match, in-kind or leveraged funding in their Budget Summary, Budget Detail, and Budget Narrative. Definitions are as follows:

- Cash match reflects additional funds or services provided and paid for by the grantee from non-Federal funds that are in support of grant objectives and

outcomes. Cash match includes unreimbursed allowable indirect costs. The value of cash matches is the actual cost incurred and recorded in the grantees accounting system.

- In-kind can be products or services provided by a third party organization, and not paid for by the grantee, but would represent allowable costs if paid for with grant funds.
- Leveraged funding is defined as all resources used by the grantee to support grant activity and outcomes, whether or not those resources meet the standards required for match. Therefore, leveraged resources are defined by both allowable match and other costs that do not rise to the requirements of the match, but support the outcomes of grant activity.

### **Application Process to be Considered for Funding under the SESP Grant Program**

To demonstrate the organization's eligibility and capacity to receive and administer a training grant under the SESP program, 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 prior to the issuance of the grant, incentive or assistance. The application packet must include a current Tax Clearance Certificate for the applicant from the New Jersey Department of Treasury indicating no liabilities to NJ Treasury. 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. General Provisions of the SETC grant agreements, Attachment B;
2. Grant Opportunity Title Page, Attachment A;
3. Applicant's Federal Employer Identification Number (FEIN);
4. Applicant's North American Industry Classification System (NAICS) code;
5. Category of worker being trained, i.e. incumbent workers or unemployed workers AND meet one or more of the identified USDOL criteria listed on page 3 under Targeted Populations;
6. A listing of all training courses and corresponding certifications/certificates to be provided during the six-month grant period on Attachment C;
7. Documentation that the training providers are located and licensed to operate in the State of New Jersey; and

8. 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.

NOTE: Failure to provide signed General Provisions and Grant Title Page will result in the immediate rejection of the application.

### Narrative

Every applicant must submit a narrative to comply with this competitive Notice of Grant Opportunity. The following topics must all be addressed through a comprehensive response:

1. A brief historical background on the applicant that includes the number of fulltime employees, what they specifically do and/or perform within the EE industry, any efforts to expand the business, etc.;
2. Expected outcomes as a result of the training, including how the training will help increase the competitiveness of the business;
3. How the requested training will help to prepare for emerging jobs and/or technological changes in the EE industries;
- 4a. A statement from President or CEO committing to hire and/or retain workers trained through the SESP funding; or
- 4b. If applicant is not an employer, commitment letters from employers indicating their need, demand and commitment to hire and retain workers trained with SESP funds;
4. How workers who successfully complete the training will be rewarded and, when appropriate, acquire certification/credentials i.e. percent of wage increase, promotional opportunities;
5. Demonstrate the ability to leverage other resources by providing match, in-kind or leveraged funding (defined on pages 5 & 6 – Allowable Costs);
6. The applicant must demonstrate its capabilities in executing the grant to meet the stated goals, and reporting requirements; and
7. A statement agreeing to comply with all Financial and Participant Reporting, as well as monitoring.

### Budgetary

A Budget Summary and Budget Narrative will be required for this competitive grant process. Please complete Attachment D and Attachment E contained within the Form Section of this NGO.

## **Monitoring and Reporting**

### Fiscal Reporting

Financial expenditures will be guided by an approved budget developed in compliance with the State Employment and Training Commission and the State Department of Labor and Workforce Development. Successful grantees will receive payment under their proposal on a monthly basis over the course of the six-month grant period. Payments will be contingent upon actual enrollments in training, and could be reduced due to a decline in enrollments, performance or attendance.

Participant Reporting

Participant reporting will be expected prior to the first day of training and monthly thereafter, until the conclusion of training, and additionally, six months following the end date of the contract. Applicants must adhere to these reporting requirements and must state that they will comply within their narrative proposal. Participant reporting will be tracked through Attachment F.

Monitoring

The State Employment and Training Commission will monitor grantees based on the review and analysis of fiscal and participant reporting, as well as periodic site visits.

Competitive Rating Process

Proposals will be due to the State Employment and Training Commission by close of business on Wednesday, September 8, 2010. Panel teams will be established to review all proposals received, which meet the Notice of Grant Opportunity criteria the week of September 13, 2010. Applicants will be notified by Tuesday, September 21, 2010 as to their eligibility. Proposals will be evaluated based on the below outlined rating criteria:

Evaluation Criteria	Total Points
Programmatic: Items 1-8 <ul style="list-style-type: none"> <li>• Tax clearance - REQUIRED</li> <li>• General provisions - REQUIRED</li> <li>• Title page - REQUIRED</li> <li>• Category of workers</li> <li>• Training programs</li> <li>• Training provider</li> </ul>	35
Narrative: Items 1-8 <ul style="list-style-type: none"> <li>• Company background</li> <li>• Expected outcomes</li> <li>• If employer, commitment to hire/retain workers trained</li> <li>• If not an employer, commitment letters from employers</li> <li>• How trained workers will be rewarded</li> <li>• Leveraged resources</li> <li>• Agreement on reporting</li> </ul>	45

Budget: – Allowable Costs • Costs identified are within NGO guidelines	20
TOTAL	100

**Technical Assistance**

If applicants have any questions, regional contacts are:

- Northern Counties: Bergen, Essex, Hudson, City of Newark, Union, Passaic, Morris, Sussex and Warren – Please contact Kathy Weaver, Vice President of Programs for Newark Alliance at 973.596.6400 ext 112.
- Central Counties: Mercer, Middlesex, Monmouth, Ocean and Greater Raritan. – Please contact Jane Brady, Workforce Investment Board (WIB) Director and Regional Economic Development Initiative (REDI) Coordinator for Middlesex County at 732.745.3601.
- Southern Counties: Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester and Salem - please contact Dante Rieti, Executive Director of the Office of Workforce Development for Cumberland/Salem Counties at 856.451.8920.

# Forms and Attachments

- **ATTACHMENT A - TITLE PAGE**
- **ATTACHMENT B - SETC GENERAL PROVISIONS**
- **ATTACHMENT C - COURSE OFFERINGS**
- **ATTACHMENT D - BUDGET SUMMARY**
- **ATTACHMENT E - BUDGET DETAIL AND BUDGET NARRATIVE**
- **ATTACHMENT F - PARTICIPANT REPORTING**

**ATTACHMENT A**  
**NEW JERSEY STATE EMPLOYMENT AND TRAINING COMMISSION**  
**(Attach this form to the front of your proposal)**

GRANT OPPORTUNITY - TITLE PAGE			
<b>SECTION I:</b>		SESP – Cycle 1	
TITLE OF NGO: <u>State Energy Sector Partnership (SESP) Grant – Energy Efficiency</u>			
COMMISSION: <u>State Employment and Training Commission</u>			
<b>SECTION II:</b>		Federal ID Number _____ NAICS Number _____	
APPLICANT AGENCY			
ADDRESS			
CITY	STATE	ZIP	COUNTY
PRIMARY CONTACT (Please print or type name): _____			
TELEPHONE NUMBER: (____) _____ FAX#: (____) _____			
E-MAIL _____			
TYPE OF APPLICANT:			
EMPLOYER: _____			
INDUSTRY ASSOCIATION: _____			
LABOR AND/OR TRADE ORGANIZATION: _____			
TOTAL AMOUNT OF FUNDS REQUESTED: \$ _____			
APPLICATION CERTIFICATION: <i>To the best of my knowledge and belief, the information contained in the application is true and correct. The document has been duly authorized by the governing body of this agency, and we will comply with the attached assurances if funding is awarded.</i>			
SIGNATURE OF CHIEF EXECUTIVE OFFICER OF APPLICANT		TITLE	
DATE		_____	
OR EQUIVALENT OFFICER			
_____			
(Please print or type name)			
<b>*FAILURE TO INCLUDE A REQUIRED APPLICATION COMPONENT RENDERS THE APPLICATION INCOMPLETE AND WILL RESULT IN THE APPLICATION BEING ELIMINATED FROM CONSIDERATION.</b>			
<b>SECTION III:</b>		APPLICATIONS MUST BE RECEIVED BY:	
SEND OR DELIVER PROPOSALS TO:		4:00 p.m. on September 8, 2010	
NEW JERSEY STATE EMPLOYMENT			
AND TRAINING COMMISSION			
JOHN FITCH PLAZA – PO BOX 940			
ATTN: MAUREEN O'BRIEN MURPHY			
TRENTON, NJ 08625-0940			
<b>NO FACSIMILE SUBMISSION WILL BE ACCEPTED.</b>			
<b>NO LATE APPLICATIONS WILL BE ACCEPTED REGARDLESS OF THE DATE POSTMARKED.</b>			
<b>NO ADDITIONAL MATERIALS CAN BE SUBMITTED AFTER RECEIPT OF THIS APPLICATION.</b>			

## **ATTACHMENT B SETC GENERAL PROVISIONS**

### **1. Definition**

For the purpose of this document, the State Employment and Training Commission is referred to as the “SETC” or “Grantor”; the term “Department” refers to the Department of Labor and Workforce Development; the term “Grantee” refers to a company, agency, organization or consortium of same which has applied for and been granted funds under the State Energy Sector Partnership (SESP) program for training services; and “Contractor” or “Subcontractor” refers to any company, agency, organization, individual or consortium of same retained by the Grantee or Contractor to provide any portion of the training services funded under this Agreement.

### **2. Allowable Costs**

Funds expended in this project shall be those as stated in the Budget Summary of this contract for the purposes and functions outlined in the approved application and program specifications set forth in this Agreement, unless changed by an approved modification. The Grantee or Contractor shall be entitled only to reimbursement for actual expenses incurred during the contract/grant period or during an approved extension agreed upon by the Grantee or Contractor and the SETC, and only in the amount specified in the Budget Summary. All obligations shall be liquidated within sixty (60) days of the completion of the contract period or an approved extension.

### **3. Reporting & Method of Payment**

- A. Payments to the Grantee or on behalf of the Grantee shall be issued only after the services have been completed according to the schedule specified in this Agreement and upon receipt of the requisite financial and narrative reports and other forms required by the Grantor and upon appropriate certification by the Director of Finance & Accounting of the Department.
- B. The following documents and reporting instruments are required to be submitted in a form satisfactory to the SETC and/or the Department. In its discretion, the SETC and/or Department may request additional reports.
  - 1) Payment Voucher (Form PV 3/93) – In Non-State Agency, this form will be submitted for cash disbursements on a monthly basis to insure deliverables are achieved on time and meet full grant utilization with supporting participant enrollment information.
  - 2) A Final Closeout Narrative Report shall be submitted by the Grantee within six months of the termination of the Agreement setting forth the results of providing the training services funded under this Agreement. The report will include but not be limited to: information concerning a summary of the results of program

operation, barriers to training, a summary of trainee evaluation and feedback, including successes such as a return on investment (ROI), economic impact, employee promotions and certifications received.

- C. Payments may, at the discretion of the SETC and/or Department, be made either in fixed amounts as determined by the SETC and/or Department to be reasonable to maintain an appropriate level of customized training services, or in the form of reimbursement of actually reported expenditures.

#### **4. Performance**

- A. The Grantee assures that performance will be in accordance with and within the period of, this Agreement and the approved application. The Grantee further agrees to comply with all applicable laws, ordinances, charters and regulations governing this Agreement, as well as all assurances and certifications required by the SETC and/or Department. The Grantee is solely responsible for the performance of any Contractor or Subcontractor as stated in a contract or subcontract approved by the SETC and/or Department of Labor. The Grantor will interpret all reports and will decide the acceptability and progress of work performance.
- B. The Grantee shall constantly monitor the performance of the grant supported activities to assure that time schedules are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved as applicable and as defined in the approved application and under this Agreement. Grantees must complete at least 30% of the training within the first two (2) months of the contract start date. Failure to comply may result in the de-obligation of the unexpended funds.
- C. The Grantee shall inform the SETC of the following types of conditions which affect program objectives and performance as soon as they become known: problems, delays, or adverse conditions which will materially affect the Grantee's ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any SETC assistance needed to secure satisfactory performance under the Agreement.
- D. The SETC or their designee may periodically make on-site visits to:
- Review program accomplishments and management control systems;
  - Provide technical assistance as may be required; and
  - Perform fiscal monitoring responsibilities to ensure that funds are being properly expended and in a timely manner.
- E.. None of the work or services covered by this Agreement shall be contracted or

subcontracted without the prior written approval of the Grantor. Any work or services contracted or subcontracted out hereunder shall be specified in detail by written contract or subcontract. The Grantee and Contractor agree to impose similar conditions upon any Contractor or Subcontractor to ensure their compliance with all the terms of this agreement. The Grantor retains the authority to review and approve or disapprove all contracts or subcontracts executed to provide the customized training services for which funding are being provided under SESP. At the Grantor's request, the Grantee or Contractor will promptly forward copies of any contracts or subcontracts and fiscal, programmatic and other material pertaining to said contractor or subcontracts.

## **5. Records**

All documents, patents, copyrights, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, reports, plans and any other materials prepared by the Grantee or any Contractor or Subcontractor in connection with the grant, are the property of said Grantee, Contractor or Subcontractor. However, the SETC retains the authority to review such material for the limited purpose of determining the extent and quality of performance under the grant. Such materials shall be reviewed by the Grantor upon notice given to the Grantee or Contractor and shall promptly be made available to the Grantor for inspection. The Grantor agrees to take all reasonable steps necessary to safeguard the Grantee's, Contractor's, or Subcontractor's proprietary interest in these materials.

### **A. Record Retention**

The Grantee or Contractor performing under this contract agrees to maintain all records pertinent to all grants, contracts and agreements including financial, statistical, property, participant records and supporting documentation for a period of three years from the termination date of this Agreement. 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 this instance, the records will be retained until the litigation, audit or claim has been finally resolved. The Grantee or Contractor agrees to insure that Contractors or Subcontractors retain records in accordance with these requirements. Upon termination of the contract between the Grantor and the Grantee, the Grantee shall be responsible for the maintenance and retention of the records of any Contractor or Subcontractor unable to retain them.

### **B. Access to Records**

The Grantor may investigate any matter it deems necessary to determine compliance with relevant State laws or regulations. The investigations authorized by this provision must be reasonable and conducted in a manner that minimizes disruption to the Grantee's or Contractor's place of business, and may include examining records (including making certified copies thereof, with the exception of proprietary information), questioning employees, entering any premises or onto any site in which any part of a program of the Grantee or Contractor is conducted, or in which any of the records of the Grantee,

Contractor, or Subcontractor are maintained.

## **6. 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 Grant modification will not be considered unless all invoicing is current and up to date.

A. The Grantee or Contractor agrees to submit a written modification for approval prior to changing any budget line item or participant service level that is contained in this Agreement. Also, written modifications will be required for changes in the Training Specifications.

B. The Grantor, Grantee, and Contractor agree to make any changes in this Agreement only through a written modification.

C. All modifications to this Agreement will be appended to and become part of this contract.

## **7. Conflicts of Interest**

The Grantee or Contractor shall avoid organizational conflicts of interest, and their personnel shall avoid personal conflicts of interest and appearance of conflicts of interest in receiving or awarding financial assistance, and in the conduct of procurement activities in accordance with the code of conduct requirements of financial assistance programs set forth in applicable State laws.

Further, any gratuities in the form of entertainment, gifts, or otherwise offered by the Grantee or Contractor, any agent or representative of the Grantee, to any officer or employee of the SETC and/or 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 SETC and/or Department, and may justify further action under applicable State laws.

## **8. Monitoring, Evaluation and Audit**

A. The Contractor/Grantee agrees to cooperate with any monitoring, evaluation and/or audit conducted by the Grantor or their designees and authorized agents.

B. The Contractor/Grantee will maintain its records and accounts in such a way as to facilitate the preparation of financial statements in accordance with generally accepted accounting principles and the audits thereof, and ensure that Subcontractors/Subgrantees also maintain records, which are auditable. The Contractor/Grantee is responsible for any disallowed costs resulting from any audit exceptions incurred by its own organization or

that of its subcontractors.

C. Contractors/Grantees, who are governmental or non-profit organizations and expend over \$300,000 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 expending less than \$300,000 in Federal or State funds but more than \$100,000 in combination of State and Federal funds, agree to have an annual financial audit in accordance with Government Auditing Standards (Yellow Book Standards).

1) To meet these requirements, the Contractor's/Grantee's audit reports must include the auditor's opinion on the Contractor's/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 Department
- Program Title
- State Account Number
- Program Amount (amount of funds received)
- Program Grant (contract period)
- Total Disbursements

D. Contractors/Grantees who are for-profit companies and expend more than \$100,000 in State and/or Federal funds agree to have an annual 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 and review of the training records which substantiate training was completed in accordance with the contracts.

The SETC and/or Department reserves the right to accept alternate assurances of contractor/grantee compliance in the event an independent audit cannot be provided.

E. The SETC and/or Department reserves the right to build upon the audit received. Interim audits may be conducted at the discretion of the SETC and/or 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 SETC and/or Department.

G. The Contractor/Grantee agrees to comply with cost principles established in OMB Circular A-122, as amended, if a non-profit organization; OMB Circular A-87, as amended, if a State or local government; or OMB Circular A-21, as amended, if an educational institution. These circulars establish government-wide cost principles, including a requirement that salaries and wages charged to this contract be supported by personnel activity reports.

## **9. Disputes**

The Grantee or Contractor agrees to attempt to resolve disputes arising from this agreement by administrative process and negotiations in lieu of litigation. The Grantee or Contractor 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 Grantee or Contractor. The Grantee or Contractor 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 Grantee or Contractor shall proceed diligently with the performance under the Agreement.

The dispute resolution mechanism described in this Section 9 is not exclusive and the Grantor, Grantee or Contractor preserves all rights in law and equity to pursue any claims that may arise.

## **10. Termination**

The performance of work under this Agreement may be terminated in whole or in part for either of the following circumstances:

### **A. Termination for Convenience**

Either the Grantor, Grantee or Contractor may request a termination for any reason. The Grantor, Grantee or Contractor shall give 30 days' advance notice, in writing, to the other parties to this Agreement of the effective date of such termination. The Grantee or Contractor 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 Grantee or Contractor 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 Grantee or the Contractor 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 Grantee or Contractor has ten (10) working days in which to respond with a plan agreeable to the Grantor for correction of the deficiencies. If the Grantee or Contractor does not respond within the appointed time with corrective plans satisfactory to the Grantor, the Grantor will serve a termination notice on the Grantee and Contractor which will become effective within thirty days (30) 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 and the approved application.

#### **11. Termination or Reduction of Funds**

A. The Grantee or Contractor agrees that major changes in 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 Grantee or Contractor agrees that any such changes deemed necessary by the Commissioner of Labor shall be immediately incorporated into this grant.

B. 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.

#### **12. Liability and Indemnification**

The Grantee shall be solely responsible for and shall keep, save and hold the State of New Jersey harmless from all claims, loss, liability, expense or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Grantee's services or to any other persons, or from any damage to any property sustained in connection with the delivery of the Grantee's services which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Grantee's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault, or default of the Grantee. The Grantee's liability under this agreement shall continue after the termination of the agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

#### **13. Bonding and Insurance**

The Grantee shall ensure that every officer, director, or employee, who is authorized to

act on behalf of the Grantee for the purpose of receiving funds into program accounts or issuing financial documents, checks or other instruments of payment for payment of costs, is bonded to provide protection against loss.

The normal bonding procedures of the Grantee or Contractor will be maintained.

#### **14. Property**

The 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 Grantee. A current inventory of such property and equipment, with a value of \$100 or more, shall be maintained by the Grantee. Procedures for property records are outlined in the NJ SDA Guide for Contracting and Property Management, and the Grantee shall follow those procedures. The Grantee agrees to provide the same security and safekeeping measures for property paid for under this contract as the Grantee provides for the same or similar property owned by the Grantee. The Grantee agrees to impose similar conditions upon any Contractor or Subcontractor engaged to provide services under this contract.

#### **15. Travel and Conferences**

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

#### **16. Price Warranty**

The Grantee and Contractor warrant that the rates quoted for services under this agreement are not in excess of the costs generally charged for the same services performed by the same individuals under other existing contracts or grants.

#### **17. Nondiscrimination**

A. The Grantee or Contractor and the State Employment and Training Commission do hereby agree that the provisions of the Americans With Disabilities Act of 1990 (hereafter referred to as "the Act"), which prohibits discrimination on the basis of disability by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this agreement.

B. The Grantee or Contractor further agrees to conduct all activities in compliance with the provisions of Title VI of the Civil Rights Act, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and the U.S. Department of Labor's regulations at 29 CFR 31, 32, and 34.

C. The Grantee or Contractor shall cooperate with any state or Federal review aimed at determining compliance with nondiscrimination laws and regulations.

D. The Grantee or Contractor shall indemnify, protect, and hold harmless the State, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind, or nature arising out of the alleged violation.

## **18. Contract Closeout Procedures**

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 Grantee or Contractor.

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 Grantee shall submit a closeout package within six months, 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 in the customized training tracking system (CTTS).

In addition, a Final Narrative Closeout Report is required after completion of the contract period or termination of the contract. This report will include, but not be limited to, information concerning a summary of the results of program operation, barriers to training, a summary of trainee evaluation and feedback including successes such as return on investment (ROI), economic impact, employee promotions and certifications received.

C. The 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 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 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.

## **19. Execution of Contract**

This contract shall be signed by an officer authorized to bind the Grantee to provide training services under this agreement.

## **20. General Assurances**

A. The Grantee or Contractor, in conducting all activities under this approved contract, assures and agrees that it will fully comply with State regulations and directives governing this program.

B. The Grantee or Contractor assures that it will comply with financial, participant, programmatic record keeping and reporting requirements, participant eligibility criteria, and allowable costs specified in State instructions.

C. The Grantee or Contractor assures that it will fully comply with all Federal and State laws regarding child labor, wages, workplace and classroom safety, health standards, and other laws.

D. The Grantee shall be responsible for providing workers' compensation coverage for any worker participating as a trainee in customized training.

E. The Grantee or Contractor agrees to retain only service providers located in the State of New Jersey to provide the customized training services funded under this Agreement.

F. This Agreement and the incorporated application contain all of the agreements and understandings between the parties. All subsequent changes, amendments and modifications must be made in accordance with the provisions of this Agreement.

G. If any one or more provisions of this 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.

## **21. Construction**

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

## **22. Provisions to Which Agreement is Subject**

This Agreement is subject to 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. 59:13-1 et seq., and the availability of WDP funds.

Signatures:

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Grantee      President or Chief Executive Officer

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Grantor:      Acting Executive Director  
                 State Employment and Training Commission

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

<b>Selection</b>	<b>COURSE</b>	<b>CERTIFICATION</b>	<b>NUMBER TO BE TRAINED</b>
	Building Performance Institute (BPI) Residential Building Analyst	BPI Residential Certification	
	Building Performance Institute (BPI) HVAC	BPI Mechanical, Heating & Cooling Certificate	
	Building Performance Institute (BPI) Building Analyst Multi-family	BPI Multi-family Certificate	
	Mechanical Insulation Green Awareness Training	Green Awareness/Mechanical Insulation Certificate	
	Insulator Energy Appraisal	Insulation Energy Appraisal Certificate	
	LEED Green Associate - Test	LEED Green Associate Certificate	
	LEED AP – Test	LEED AP Certificate	
<b>TOTAL TRAINEES: _____</b>			

**ATTACHMENT D  
BUDGET SUMMARY**

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

**ATTACHMENT E**  
**Budget Detail**

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

Examples:

**Grant Requested Costs:**

Tuition Costs:       \$400.00 per student x 5 students = \$2,000.00 total tuition

Instructional Costs:   \$140 per hour x 20 hours = \$3,000.00 total instructional costs

Book Costs:           \$100.00 per manual x 5 students = \$500.00 total books

**Leveraged Funding:**

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

**Budget Narrative**

**Provide a Budget Narrative that supports the allocation request, as well as leveraged resources.**

**ATTACHMENT F  
Participant Reporting Form**

Grantee/Company Name: \_\_\_\_\_

Participant Name: \_\_\_\_\_

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

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