

Notice of Grant Opportunity (NGO)



STATE OF NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

**UPSKILL:
NJ INCUMBENT WORKER TRAINING GRANT PROGRAM**

Notice of Grant Opportunity

**Fiscal Year 2024
(October 11, 2023 – June 30, 2024)**

Announcement Date: October 4, 2023

Application Due Date: See Schedule of Submission Dates and Times, Page 6

**Robert Asaro-Angelo
Commissioner**

Table of Contents

Section A:	Name of Grant Program	Page 3 of 33
Section B:	Purpose of the Grant	Page 3 of 33
Section C:	Available Funding	Page 3 of 33
Section D:	Eligible Applicants	Page 3 of 33
Section E:	Requirements to Apply	Page 4 of 33
Section F:	Application Process	Page 4 of 33
Section G:	Application Submittal Process	Page 5 of 33
Section H:	Application Submission dates	Page 6 of 33
Section I:	Panel Review Results Notification	Page 7 of 33
Appendix/Attachments:		
1.	Letter of Intent	Page 8 of 33
2.	FY24 Program Conditions Form	Page 9 of 33
3.	Non-Duplication Attestation Form	Page 11 of 33
4.	Standard Assurances and Certifications	Page 12 of 33
5.	General Provisions	Page 19 of 33
6.	The Developmental Subsidy Job Goal Accountability Act Application	Page 32 of 33

Take Notice that, in compliance with N.J.S.A. 52:14-34.4 et seq., the Department of Labor and Workforce Development (hereinafter “the Department” or “NJDOL”) regularly publishes on its website all notices of fund availability pertaining to federal or state grant funds, which may be awarded by the Department. The notices of fund availability may be found on the Department’s website under the heading “Research & Information” and the subheading “Grant Opportunities” by hovering the computer mouse cursor over the hyperlink <https://www.nj.gov/labor/research-info/grants.shtml> and hitting Ctrl+Left Click.

The State of New Jersey is committed to addressing the needs of New Jersey businesses by enhancing the employability of New Jersey residents and building a skilled workforce through work-based learning initiatives.

A. Name of grant program

The Upskill: NJ Incumbent Worker Training Grant Program provides resources to support training of current employees to retain employment or advance in the company, thereby increasing the competitiveness of the employee and employer. This Upskilling/Reskilling training program helps defray the cost of training existing employees.

B. Purpose of the grant

The purpose of the UPSKILL: NJ Incumbent Worker Training Grant program is to provide New Jersey-based employers up to 50% cost reimbursement assistance to train incumbent frontline employees to meet current and future occupational skill requirements. Grant funds are not intended for company-required annual training or new-employee orientation training.

The Upskill grant program’s primary focus will be on the nine strategic business sectors (Advanced Manufacturing, Clean Energy, Film & Digital Media, Finance & Professional Services, Food & Beverage, Life Sciences, Offshore Wind, Technology, Transportation & Logistics) as identified by the Governor’s Economic Development Plan. This plan may be reviewed by hovering the computer mouse cursor over the hyperlink <https://www.njeda.com/strategic-industry-support/> and hitting Ctrl+Left Click.

Types of training include Third-Party Classroom Training, On-the-Job Training (OJT) and Company In-House Training. Individual employer grants will require a minimum of 5 trainees per class while Consortium employers will require a minimum of 10 trainees per class. Eligible expenses include tuition fees, textbooks, software and examination/credentialing fees. OJT and Company In-House Training, available only to single employers, is reimbursed at 50% of the base wages of trainees during training. **Classroom-based training providers must be located in New Jersey.**

C. Available Funding

The total amount of available funding is **\$10,000,000** from Workforce Development Partnership Funding (WDPF) in fiscal year 2024 (FY24). Single employers may qualify for a maximum of **\$200,000** (dependent on number of trainees). Consortia may qualify for a maximum of **\$100,000** (\$15,000 per participating company, no exceptions).

D. Eligible Applicants

The grant program is open to the following New Jersey applicants:

- Single employers seeking to train their employees in skills needed for jobs focused primarily on the ***nine strategic sectors listed under Section B.***
- An employer organization, labor organization, community-based organization or faith-based organization; secondary or postsecondary school or training provider seeking to meet the collective training needs of an industry-specific consortium of employers for jobs focusing primarily on the ***nine strategic sectors listed under Section B.***
- *Seasonal, temporary, part-time, commission-based, or 1099 positions are not eligible.*

E. Requirements to Apply

- Complete Pre-Application Preparation as detailed on page 5.
- Single employers or employers participating in a consortium must provide tax clearances.
- Plan project-based front-line employee-focused training which will achieve measurable outcomes and grow or stabilize NJ business via the most cost-effective method of delivery.
- Complete Steps One, Two and Three of the Application Process as detailed on page 5.
- Commit to retain trainees for at least six months after training is completed.
- Grantees will be expected to host NJDOL staff on a quarterly basis to monitor training activities, review training plans and participation sign-in sheets, etc.

Required Documents and Program Reporting/Invoicing Requirements

1. Letter of Intent (LOI) form *Step Two of the Application Process (online form NOT in IGX).*
2. Documents uploaded to IGX *as part of Step Three of the Application Process*, required as described:

REQUIRED FOR ALL APPLICANTS:	REQUIRED ONLY FOR PREVIOUS (3 fiscal years) RECIPIENTS OF CUSTOMIZED TRAINING GRANT FUNDS:
Long-range Human Resource Development Plan	Non-Duplication Attestation Form (see page 10)
Narrative	REQUIRED ONLY FOR APPLICANTS REQUESTING ISO TRAINING: (consult NJDOL Business Representative)
Tax Clearance Certificate	ISO Letter
Training Plan	
FY24 Program Conditions Form (see page 8)	
REQUIRED ONLY FOR FUNDING REQUESTS OF \$25,000 OR MORE:	REQUIRED ONLY FOR CONSORTIUM APPLICANTS:
Development Subsidy Job Goals Accountability Act Application (see page 31)	Participating Companies List

Program Reporting/Invoicing Requirements: If a grant is awarded, a *Monthly Expenditure Report/Payment Voucher* must be submitted via IGX, due by the **10th day of each month.**

Before submission of the Final Expenditure Report, please contact your NJDOL Business Representative for important closeout instructions. The Final Activity Report must be completed by the grantee, not a third-party, within 60 days of the contract end date.

F. Application Process

Pre-Application Preparation

- Name an Authorized Official for the grant application. This person is a company representative located at a New Jersey-based facility who has signature authority on behalf of the company.
- If the company is not currently paying state unemployment and disability insurance taxes, contact the Division of Employer Accounts at 609-633-6400 for information.

- Ensure you provide the correct FEIN - some businesses have more than one.
- If the company's employees (and payroll taxes) are paid through another company, be prepared to provide the name, address, and contact information of that company as well as your account number. *If the company has an existing tax liability greater than \$1000, contact the Department of the Treasury at <https://www.state.nj.us/treasury/taxation/busasst.shtml> by hovering the computer mouse cursor over the hyperlink and hitting Ctrl+Left Click.*
- *If the company has an existing worker wage tax collection liability to NJDOL greater than \$750, contact the Division of Employer Accounts at 609-633-6400 for information and payment options.*
- In order to conduct business with and receive reimbursement payments from the State of New Jersey, online registration of the W-9 is required either by calling the NJSTART help desk at 609-341-3500 or accessing [NJSTART](#) by hovering the computer mouse cursor over the hyperlink and hitting Ctrl+Left Click.
- An application will not be accepted without a Unique Entity Identifier. This number may be obtained at <https://sam.gov/content/home>

G. Submitting the Application

1. Step One: IGX Registration/Update

Applications and grants are administered via the online IGX system. The Authorized Official (AO) must personally register (create an account) or ensure an existing account's information is up-to-date in IGX. After the registration is approved by NJDOL, the AO may add others (such as a grant manager) to his/her/their organization in IGX. The AO will be notified of the IGX registration approval in Step Two. To Access IGX to register or update an account, hover the computer mouse cursor over the hyperlink <https://njdol.intelligrants.com/> and hit Ctrl+Left Click.

Make note of the EXACT spelling of the username and the EXACT spelling of the business' name in IGX; they will both be needed for Step Two.

2. Step Two: Letter of Intent (LOI) Process:

Applicants are required to notify NJDOL of the intent to apply for the grant program. For each application round, there is a firm due date and time for this notification which is emailed to upskill@dol.nj.gov. The LOI form (see page 7) must be completed and submitted by a company representative or third-party authorized by the AO. After the LOI form is processed by NJDOL, the Authorized Official will receive email confirmation of approval of the IGX registration (*Step One*), completion of the Letter of Intent Process (*Step Two*), availability of the application in IGX (*Step Three*), and assignment of an NJDOL Business Representative for application assistance and technical service needs.

3. Step Three: Submission of the online IGX Application

As soon as the AO receives the confirmation email described in Step Two, the application may be accessed in IGX. The application consists of detailed information about the requested training, trainees, budget and plan, as well as the uploading of all Required Forms, which include the Long Range Human Resource Development Plan and answers to the Narrative questions, on which the application will be scored. *All information entered/uploaded in IGX MUST BE SAVED. After receipt of the confirmation email, access the online IGX application by hovering the computer mouse cursor over the hyperlink <https://njdol.intelligrants.com/> and hit Ctrl+Left Click.*

H. Application Submission Dates

Schedule of Submission Dates and Times							
FY 2024 Round #	STEP ONE: IGX registration completed/updated by the Authorized Official		STEP TWO: Online Letter of Intent (LOI) form submitted by the applicant and accepted by NJDOL.		STEP THREE: Online application with all Required Documents uploaded, completed and submitted in IGX.		Panel Review Expected to begin
	Date	Time	Date	Time	Date	Time	Week of:
1	10/11/23	12:00 noon	10/18/23	12:00 noon	11/8/23	12:00 noon	11/27/23
2	12/13/23	12:00 noon	12/20/23	12:00 noon	01/10/24	12:00 noon	01/29/24
3	03/06/24	12:00 noon	03/13/24	12:00 noon	04/03/24	12:00 noon	04/22/24

PANEL REVIEW AND RATING CRITERIA

Panel Review:
UPSKILL: NJ Incumbent Worker Training Grants are competitive. All completed applications submitted by the due date and time for each round will be reviewed and rated by a diverse panel comprised of NJDOL representatives who will make funding recommendations to the Commissioner of the Department of Labor and Workforce Development. All awards are subject to final approval by the Commissioner of the Department of Labor and Workforce Development.
Rating Criteria:
Applications will be scored as follows: A maximum of 20 points may be awarded for the Long-Range Human Resource Development Plan ; a maximum of 80 points may be awarded for responses to Narrative Questions 1 – 4 , for a total of 100 possible points .

Long-Range Human Resource Development Plan – A Required Document (MS Word format) uploaded to IGX:

For Single Employer Applicants:

A long-range plan to ensure the availability of an adequate number of employees with the skills and training needed to perform the jobs required to meet current and future business goals as determined by the company’s strategic planning, which is developed through:

1. preparation of a human resource inventory of employees and preparation of a job analysis
2. assessment of future demand and assessment of future supply
3. establishment of a plan for recruiting, hiring, educating, appraising, compensating and scheduling employees

The Plan includes:

1. identification of short-term hiring/workforce needs and the training required for those jobs
2. details of how the requested training builds on previous training (NJDOL sponsored or not) and/or will be built upon with future training.
3. strategies for the advancement of current employees and creating new positions for unemployed jobseekers

4. **If applicable:** If the business was awarded a Skills Partnership or UPSKILL Grant in the past three fiscal years (fy2020, fy2021, fy2022), how did the previous grant funds impact the business and what measurable outcomes were achieved?

For Consortium Applicants:

A long-range plan to ensure the availability of an adequate workforce with the skills and training needed to perform the jobs required to meet current and future industry goals as determined by strategic planning, which is developed through:

1. preparation of a human resource inventory of employees and preparation of a job analysis
2. assessment of future demand and assessment of future supply
3. establishment of a plan for recruiting, hiring and educating employees

The Plan includes:

1. identification of short-term hiring/workforce needs and the training required for those jobs
2. details of how the requested training builds on previous training (NJDOL sponsored or not) and/or will be built upon with future training.
3. strategies for the advancement of current employees and the creation of new positions for unemployed jobseekers.
4. **If applicable:** If this entity was awarded Skills Partnership or UPSKILL grant funds to conduct training in this industry in the past three fiscal years (fy2020, fy2021, fy2022), how did the previous grant funds impact the participating companies and what measurable outcomes were achieved?

Measurable outcomes – Expected results of training. Examples include: skill attainment that advances the employee’s career pathway, pay increases for the employee, industry-valued credentials for the business or employee and job retention.

Narrative – Required Document (MS Word format) uploaded to IGX with **clear** and **concise** answers to these questions:

For Single Employer Applicants:

1. What is (are) your specific business issue(s)/need(s)?
2. How will the proposed training address the issue(s)/need(s)?
3. How will this training contribute to the growth and/or stabilization of the business in the state of New Jersey?
4. What measurable outcome(s) will the requested training achieve for the trainees?

For Consortium Applicants:

1. What are the collective business issue(s)/need(s) of this industry sector?
2. How will the proposed training address the issue(s)/need(s)?
3. How will this training contribute to the growth and/or stabilization of the participating businesses in the state of New Jersey?
4. What measurable outcome(s) will the requested training achieve for the trainees?

I. Panel Review Results Notification

Applicants will be notified of the panel review outcome after the panel review has concluded. Those not passing Panel Review will be advised to address identified issues and reapply again in subsequent rounds.

LETTER OF INTENT

FY24 UPSKILL: NJ Incumbent Worker Training Grant Round:

I intend to apply for the UPSKILL: NJ Incumbent Worker Training Grant. I have completed registration or updated my existing account in the IGX Grant Management System. I did read and do understand the Notice of Grant Opportunity for the 2024 fiscal year and am aware of my responsibilities as the Authorized Official (AO). **I am authorized to sign a contract on behalf of the company.**

IMPORTANT INFORMATION FOR ALL APPLICANTS:		
Email this completed form to upskill@dol.nj.gov before the deadline specified in the Schedule of Submission Dates and Times in the FY24 Notice of Grant Opportunity. If this form is not submitted from the email address of the Authorized Official, the Authorized Official MUST be copied on the submission email. Incorrect or incomplete information will delay access to the online grant application.		
Legal business name:	Federal Employer	Unique Entity Identifier (UEI):
NJ business address:	County of NJ business:	Business web address:
	Industry:	
Name/Title of Authorized Official (AO):		AO Direct Phone #
Consortium Applicant <u>ONLY</u>:		
Industry:	Describe requested training & certification goals:	
IMPORTANT INFORMATION FOR CONSORTIUM APPLICANTS:		
The consortium must be completed at the time of application. All participating companies must be identified and approved by NJDOL before the application deadline. A Participating Companies List in Microsoft Excel format with the FEIN, contact person and contact information for each company must be uploaded to "Required Documents" in IGX before the application deadline. No additional participating companies may be added to the consortium after the application deadline. Reimbursement is contingent upon participation of the companies identified and approved.		

FY 2024 UPSKILL: NJ INCUMBENT WORKER TRAINING GRANT PROGRAM

PROGRAM CONDITIONS FORM

- The applicant assumes all costs related to the preparation of the Training Grant application - Costs incurred by an applicant prior to the execution of a formal training contract are not reimbursable. This includes assessment of need.
- The submittal of an application does not in any way obligate or imply approval of financial assistance by the New Jersey Department of Labor and Workforce Development.
- All training plans submitted as part of the application must be carefully developed to be completed within a 12-month period of time from date of award; no modifications to training agreements or extensions of time shall be granted without significant cause.
- All training plans submitted as part of the application must be based on employer(s) need (need defined as a specific business problem whereby requested training will result in a business solution).
- Grantees must provide matching funds toward total program costs. NJDOL up to 50% & Grantee (minimum match) 50%. Wages paid to employees while attending training go toward employer match.
- Grant funds are distributed on a reimbursable basis. Request for reimbursement is submitted on-line via IGX once each training program is completed and must be supported by documentation of completion (sign-in sheets).
- Union concurrence with any submitted training plan is required if a union represents workers at the location for which training is being requested.
- Program participation must not cause any displacement of current workers or result in any reduction in their hours of employment. Training must not replace or compete with an approved apprenticeship program.
- Participating businesses must provide workers' compensation coverage for any worker enrolled in the UPSKILL: NJ Incumbent Worker training grant program.
- Trainees are expected to receive their normal wages while involved in training supported by the UPSKILL: NJ Incumbent Worker training grant.
- Grant agreements begin after contracts are signed by the NJDOL Commissioner.
- **Classroom-based training providers must be located in New Jersey.** Training providers must provide written notification of any subcontracted providers utilized under the grant agreement and receive NJDOL approval before commencement of any training.

- Participating businesses must agree to post all available jobs with the Local One-Stop Career Center. Your assigned Business Representative can help facilitate this process.
- Participating business must notify the assigned BR (NJDOL Business Representative) of any anticipated changes to a grant agreement prior to submitting a request for changes online and must maintain ongoing contact with the assigned NJDOL BR throughout the grant contract period.
- Grantees **must invoice at least 30%** of the award amount **within first 6 months** of the contract start date. Failure to comply will result in the de-obligation of the unexpended funds.
- Grantee must submit a closeout FINAL Activity report **within 60 days** of contract completion. The closeout FINAL Activity report will contain at a minimum; training outcomes, credentials obtained, and customer satisfaction.
- If a participating business leaves New Jersey within 3 years of the conclusion of the contract, all monies received under the contract agreement must be refunded to the state.
- Grant Applicant confirms by signature that they have fully reviewed **BOTH** the NGO (Notice of Grant Opportunity) and the General Provisions, which govern the contract, and understand the obligations of an applicant.

Grant Applicant Authorized Official:

(Print Name and Title)

X

(Signature & Date)



PHILIP D. MURPHY
Governor

State of New Jersey

DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
P.O. BOX 110, TRENTON, NEW JERSEY 08625-0110

ROBERT ASARO-ANGELO
Commissioner

SHEILA Y. OLIVER
Lieutenant Governor

NON-DUPLICATION ATTESTATION

New Jersey Department of Labor and Workforce Development
Workforce Grant and Program Management
Office of Customized Training

Customized Training Application No. _____

Date: _____

No course in this application will duplicate training provided to the same trainees in a prior grant.

Applicant Company Name

Name – Applicant Company Official (Print)

Signature – Applicant Company Official

STANDARD ASSURANCES AND CERTIFICATIONS

Assurances and Certification

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

- 1) Assurances Non-Construction Programs (SF 424 B)
- 2) Debarment and Suspension Certification (29 CFR Part 98)
- 3) Certification Regarding Lobbying (29 CFR Part 93)
- 4) Drug Free Workplace Certification (29 CFR Part 98)
- 5) Nondiscrimination and Equal Opportunity Assurance (29 CFR Part 38)
- 6) Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards (2 CFR Part 200)

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

1) Assurances and Non-Certification Programs

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

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

- A) Has the legal authority to apply for federal assistance and the institutional managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
- B) Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting principles or agency directives.
- C) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- D) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- E) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of Office of Personnel Management's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

- F) Will comply with all federal statutes relating to nondiscrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq. (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101- 6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972, 21 U.S.C. 1101 et seq. (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 21 U.S.C. 801 et seq. (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act (42 U.S.C. 290 dd-2), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) the Genetic Information Nondiscrimination Act of 2008 which prohibits discrimination on the basis of genetic information; (j) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- G) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601 et seq. (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
- H) Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
- I) Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874) and the Contract Work Hours and Safety Standards Act (40.U.S.C. 327-333), regarding labor standards for federally assisted construction sub-agreements.
- J) Will comply, if applicable, with Flood Insurance Purchase Requirements of section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. 4001 et seq. (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- K) Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 U.S.C. 4321 et seq. (P. L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (f) conformity of federal actions to state (Clear Air) implementation plans under section 176(c)

of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974 as amended, 42 U.S.C. 300f et seq. (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531 et seq. (P.L. 93-205).

- L) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- M) Will assist the awarding agency in assuring compliance with section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
- N) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
- O) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544), as amended, (7 U.S.C. 2131 et seq.) pertaining to the care, handling and treatment of warm-blooded animals held for research, teaching or other activities supported by this award of assistance.
- P) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- Q) Will cause to be performed the required financial and compliance audits in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (78 FR 78589).
- R) Will comply with all applicable requirements of all other federal laws, executive orders, regulations and policies governing this program.
- S) Will comply with the Federal Funding Accountability and Transparency Act requiring recipients and subrecipients of federal financial assistance to obtain a Data Universal Numbering System (DUNS) number and will report the DUNS number to the grantor as a condition of receiving a federal grant or award. Furthermore, the grantee must be registered in the federal System for Award Management (SAM) and continue to maintain an active SAM registration with current information at all times during which the term of this grant or award is in effect. Furthermore, no contract, award, subgrant will be made by the grantee to another party if said party is listed in the Excluded Parties List System in the federal SAM.

2) Certification Regarding Debarment, Suspension, and Other Responsibility Matters

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

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

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

3) Certification Regarding Lobbying

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

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

- A) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant loan or cooperative agreement.
- B) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
- C) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under

grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4) Certification Regarding Drug-Free Workplace Requirements

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

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

- A) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B) Establishing an ongoing drug-free awareness program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The grantee's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation and employee assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph A.
- D) Notifying the employee in the statement required by paragraph A that as a condition of employment under the grant, the employee will:
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- E) Notifying the agency in writing, within 10 calendar days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
- F) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement or other appropriate agency.

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

5) **Non-Discrimination and Equal Opportunity Assurance**

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

- A) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin.
- B) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.
- C) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.
- D) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
- E) The Americans with Disabilities Act (P.L. 101-336) which prohibits discrimination based on disabilities in the areas of employment, public services, transportation, public accommodations and telecommunications. It requires all affected entities to provide *reasonable accommodation* to persons with disabilities.
- F) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I-financially assisted program or activity.
- G) The grant applicant also assures that it will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

6) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR PART 200)

As a condition to the award of Federal financial assistance, the recipient or subrecipient assures that it will fully abide by all regulations of 2 CFR Chapter I, Chapter II, Part 200

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

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

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

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

Printed Name and Title **Signature**

Date

General Provisions

Definitions

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

- Grantor is defined as the New Jersey Department of Labor, which is also referred to as NJDOL.
- Grantee is defined as any entity in direct receipt of funds by written instrument from NJDOL.
- Subgrantee is defined as any entity in receipt of funds from a grantee.
- Agreement refers to the contract with NJDOL, the General Provisions, and where applicable, the Standard Assurances and Certifications.

1) Compliance with Existing Laws

- A) The grantee agrees to comply with all federal, state and municipal laws, rules and regulations generally applicable to the activities in which the grantee is engaged in performance of this agreement.
- B) These laws, rules and regulations include, but are not limited to the following:
- 1) Federal Office of Management and Budget (OMB) documents: <https://www.whitehouse.gov/omb/information-for-agencies/circulars/>.
 - 2) New Jersey Department of the Treasury, Office of Management and Budget documents:
 - (a) Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid: http://www.state.nj.us/infobank/circular/cir1508_omb.pdf.
 - (b) State Grant Compliance Supplement: <https://www.state.nj.us/treasury/omb/stategrant.shtml>.
 - 3) State Affirmative Action Legal Citations: The grantee agrees to comply with and to require subgrantees to comply with N.J.A.C. 17:27, applicable provisions of N.J.S.A. 10:5 et al., P.L. 1975, c. 127 and all implementing regulations.

Customized Training - Where funding is provided in whole or in part from the Workforce Development Partnership Fund (WDPF), the grantee assures and agrees that it will fully comply with the requirements of the New Jersey Employment and Workforce Development Act (P.L. 1992 c. 43) and state regulations and directives governing this program. These requirements include the following assurances:

- 1) The grantee 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.
- 2) The grantee agrees that if it relocates outside New Jersey or outsources employee positions within three years following the end date of the customized training contract, the grantee will promptly notify NJDOL and refund all money to NJDOL, including payments made to any subgrantee on its behalf.
- 3) The grantee agrees to retain only service providers located in the state of New Jersey to provide the customized training services funded under this agreement.

Failure to comply with the laws, rules and regulations shall be grounds for termination of this agreement.

2) Non-Discrimination and Equal Opportunity

The grantee agrees to comply with the nondiscrimination and equal opportunity provisions of the following laws:

- 1) Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA financially-assisted program or activity.
- 2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin.
- 3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.
- 4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.
- 5) Title IX of the Education Amendments of 1972, as amended which prohibits discrimination on the basis of sex in educational programs.
- 6) The Americans with Disabilities Act (P.L. 101-336) which prohibits discrimination based on disabilities in the areas of employment, public services, transportation, public accommodations and telecommunications. It requires all affected entities to provide reasonable accommodation to persons with disabilities.
- 7) The Genetic Information Nondiscrimination Act of 2008 which prohibits discrimination on the basis of genetic information.
- 8) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made and the requirements of any other nondiscrimination statute(s) which may apply to the application.

The grantee also assures that it will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above.

3) Special Grant Conditions for High Risk Grantees

A) A grantee may be considered high risk if NJDOL determines that a grantee:

- 1) Has a history of unsatisfactory performance;
- 2) Is not financially stable;
- 3) Has a financial management system which does not meet the standards set forth in section 4;
- 4) Has not conformed to terms and conditions of previous awards; and
- 5) Is otherwise not responsible.

B) When NJDOL determines that an award will be made; special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award. Special conditions and/or restrictions may include:

- 1) Payment on a reimbursement basis;
- 2) Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period;
- 3) Requiring additional, more detailed financial reports;
- 4) Additional project monitoring;

- 5) Requiring the grantee to obtain technical or management assistance; and
- 6) Establishing additional prior approvals.

C) If NJDOL decides to impose such special conditions and/or restrictions, an NJDOL official will notify the grantee as soon as possible, in writing, of:

- 1) The nature of the special conditions and/or restrictions;
- 2) The reason(s) for imposing the special conditions and/or restrictions;
- 3) The corrective actions that must be taken before the special conditions and/or restrictions will be removed by NJDOL and the time allowed for completing the corrective actions; and
- 4) The method of requesting reconsideration of the special conditions and/or restrictions imposed.

4) Financial Management System

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

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

1) Financial Reporting:

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

2) Accounting Records:

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

3) Internal Control:

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

4) Budget Control:

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

5) Allowable Costs:

Procedures for determining reasonableness, allowability and allocability of costs generally

consistent with the provisions of federal and state requirements;

6) Source Documentation:

Accounting records that are supported by source documentation; and

7) Cash Management:

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

- C) NJDOL may require the submission of a Statement of Adequacy of the Accounting System, as provided in Chapter II-2 of the **One-Stop Comprehensive Financial Management Technical Assistance Guide**, available at https://www.doleta.gov/grants/pdf/TAG_PartI.pdf.
- D) NJDOL may review the adequacy of the financial management system of any applicant as part of a pre-award review or at any time subsequent to the award. If NJDOL determines that the grantee's accounting system does not meet the standards described in paragraph B above, additional information to monitor the grant may be required by NJDOL upon written notice to the grantee, until such time as the system meets with NJDOL approval.

5) 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 grantee shall be entitled only to reimbursement for actual expenses incurred or obligated during the agreement period or during an approved extension agreed upon by the grantee and NJDOL, and only in the amount specified in the agreement. All obligations shall be liquidated by the period provided in the agreement and per federal and state requirements.

Grantees who are government, educational or nonprofit organizations must comply with federal cost principles as established in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. These regulations establish government-wide cost principles, including a requirement that salaries and wages charged to this agreement be supported by appropriate personnel activity reports and meet the requirements of 2

CFR 200.430(i) Standards for Documentation of Personal Expenses.

The grantee is responsible for the proper withholding and payment of employment-related taxes for any individual hired or otherwise employed by the grantee who meets the definition of employee in accordance with N.J.S.A. 43:21-19(i)(6).

Should any funds under this agreement be used for the purpose of satisfying any grantee or subgrantee pooled costs (i.e., general and administrative or indirect), it is the sole responsibility of the grantee to provide documentation substantiating such cost. It is incumbent upon the grantee to provide sufficient documentation regarding such requests including documentation of its development and components and approval by the appropriate cognizant agency. NJDOL reserves the right to cap and deny any requests associated with pooled costs (i.e., general and administrative or indirect). Funding of the budgeted amount of the pooled costs in this agreement does not imply approval by NJDOL of the amount or method of calculation.

6) Matching and Cost Sharing

The grantee shall be required to account to the satisfaction of NJDOL for matching and cost sharing requirements in accordance with the agreement and federal and state requirements.

7) Program Outcome

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

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

8) Price Warranty

The 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. The 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 agreement shall be name brand, first quality, new parts, unless otherwise specified.

9) Payment Method

- A) Payments to the grantee or on behalf of the grantee shall be issued only after the agreement has been executed. The 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 NJDOL and upon appropriate certification by the director of finance and accounting of NJDOL, NJDOL will pay the grantee per the agreement's payment schedule.
- B) A Payment Voucher (Form PV 6/93) form will be submitted in a form satisfactory to NJDOL, with supporting documentation that the contracted services are operational and will continue to be for the period specified in the agreement. At its discretion, NJDOL may request additional reports.

10) Reporting Requirements

The grantee agrees to provide all reports specified in the agreement within the established timeframe and to the satisfaction of NJDOL. Financial reports are to be reported on the accrual basis of accounting.

11) State Monitoring, Evaluation, and Audit

The following sections A to E pertain to all governmental, non-profit organizations and for-profit organizations:

- A) The grantee agrees to cooperate with any monitoring, evaluation and/or audit conducted by NJDOL staff or their designees and authorized agents.
- B) The 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 subgrantees also maintain records which are auditable. The grantee is responsible for any disallowed costs resulting from any audit exceptions incurred by its own organization or that of its subgrantees.
- C) NJDOL reserves the right to build upon the audit received. Interim audits may be conducted at the discretion of NJDOL.
- D) The grantee agrees to provide full access to their books and records and to submit to any audit or review of financial and compliance requirements of NJDOL.
- E) The grantee agrees to include in the engagement letter or agreement with any independent audit firm language that NJDOL is granted access to any and all workpapers that support or address any and all findings that are in regards to NJDOL funds.

The following sections F to M pertain to all governmental and non-profit organizations:

- F) All grantees that expend \$750,000 or more in federal financial assistance or state financial assistance within their fiscal year must have annual single audits or program-specific audits performed in accordance with Subpart F – Audit Requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and state policy.
- G) All grantees that expend less than \$750,000 in federal or state financial assistance within their fiscal year, but expend \$100,000 or more in state and/or federal financial assistance within their fiscal year, must have either a financial statement audit performed in accordance with Government Auditing Standards (Yellow Book) or a program-specific audit performed in accordance with Subpart F – Audit Requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and state policy.
- H) Program-specific audits in accordance with Subpart F – Audit Requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards can be elected when a grantee expends federal or state awards under only one federal or state program and the federal or state program's statutes, regulations, or terms and conditions of the grant award do not require a financial statement audit of the recipient.

- I) All grantees that expend less than \$100,000 in federal or state financial assistance within their fiscal year, but expend \$50,000 or more in federal or state financial assistance within their fiscal year must have 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 procedures to be followed will be provided by the department's Office of Internal Audit.
- J) Although Subpart F – Audit Requirements allows specific provisions for biennial audits; state policy continues to require all audits to be performed on an annual basis.
- K) In addition to federal-required reports and opinions, grantee single audits must contain similar reports and opinions for state funds.
- L) Grantee single audit reports must include a supplementary schedule of the entity's state grant and state financial assistance programs. This schedule must show for each program:
 - State Grantor Organization;
 - Program Title/Name;
 - State Grant Award Number or Account Number;
 - Grant Award Period;
 - Fiscal Year Grant Expenditures;
 - Total Grant Expenditures to Date.

The following section M pertains to for-profit organizations:

- M) All grantees that expend \$50,000 or more in federal or state financial assistance within their fiscal year must have either:
 - 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 procedures to be followed will be provided by the Department's Office of Internal Audit.

12) Records

The grantee agrees to collect, maintain and, upon request, report equal opportunity information, including sex, age, disability, ethnicity, and race, for all individuals who apply for benefits or services financially assisted by the program. Such records must include but are not limited to, records on eligible applicants and registrants, participants, ex-participants, employees and applicants for employment. The grantee agrees to record the race, ethnicity, sex, age and where known, disability status of every applicant, registrant, eligible applicant and registrant, participant, ex-participant, applicant for employment and employee. The grantee further agrees to comply with the requirements

of 2 C.F.R 200.79 and 2 C.F.R 200.82 which governs the use of personally identifiable information

(PII). Such information must be stored in a manner that ensures confidentiality and must be used only for the purposes of recordkeeping and reporting; determining eligibility, where appropriate; determining the extent to which the grantee is operating the program or activity in a nondiscriminatory manner; or other use authorized by law. Where designation of individuals by race or ethnicity is required, the guidelines of the Office of Management and Budget must be used.

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

Access – NJDOL 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 grantee is conducted or in which any of the records of the grantee are kept.

13) Procurement Standards

Procurement of supplies, equipment and other services with funds provided by this agreement shall be accomplished in a manner generally consistent with federal and state requirements.

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

14) Property

The grantee is responsible and accountable for all equipment and property purchased with funds under this agreement, including purchases made by any subgrantee receiving payments on behalf of the grantee. A current inventory of such property and equipment, with a value of \$250 or more, shall be maintained by the grantee. Procedures for property records are outlined in the state of New Jersey Treasury Circular 19-12, https://www.nj.gov/infobank/circular/cir1912_omb.pdf, and the grantee shall follow those procedures. The grantee agrees to provide the same security and safekeeping measures for property paid for under this agreement as the grantee provides for the same or similar property owned by the grantee. The grantee agrees to impose similar conditions upon any subgrantee engaged to provide services under this agreement.

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

If the project is funded under WDP, all documents, patents, copyrights, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, reports, plans and other materials prepared by the grantee in connection with the grant are the property of said grantee. However, NJDOL 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 NJDOL upon notice given to the grantee and shall promptly be made available to NJDOL for inspection. NJDOL agrees to take all reasonable steps necessary to safeguard the grantee's proprietary interest in these materials.

In addition, if the aforementioned items are developed pursuant to a grant or contract funded in whole or in part by federal funds, the federal agency which provided the funds reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant, and ii) and rights of copyright to which the grantee, subgrantee or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. If applicable, the following needs to be on all products developed in whole or in part with grant funds in accordance with the WIOA Annual Financial Agreement:

This workforce product was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. This product was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it. Internal use by an organization and/or personal use by an individual for non-commercial purposes are permissible. All other uses require the prior authorization of the copyright owner.

15) Travel and Conferences

Conferences or seminars conducted by the grantee shall be held at the grantee's facilities or at public facilities whenever possible. The rate of reimbursement for mileage allowed for employees of the grantee or subgrantee(s) traveling by personal automobile on official business shall be the rate set by the grantee's policies that are in effect at the time of travel and may not exceed the Internal Revenue Service's standard mileage rate in effect at the time of the travel. If the grantee has an executed collective bargaining agreement, the mileage rate shall not exceed the current Internal Revenue Service's standard mileage rate. The current standard mileage rate can be found at the following website: <http://www.irs.gov/Tax-Professionals/Standard-Mileage-Rates>.

Reimbursements for meals, lodging and travel shall be in accordance with the grantee or subgrantee(s) written travel reimbursement policies not to exceed Federal per diem rates in effect at the time of the travel. The current per diem rates can be found at the following website: <http://www.gsa.gov/portal/category/100120>.

16) Subcontracting

The 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 grantee apply to any subcontractors or third parties hired by the grantee. None of the work or services covered by this agreement shall be contracted or subcontracted without the prior written approval of NJDOL. Any work or services contracted or subcontracted out hereunder shall be specified in detail by written contract or subcontract. The grantee agrees to impose similar conditions upon any subgrantee to ensure their compliance with all the terms and conditions of this agreement. NJDOL

*retains the authority to review and approve or disapprove all contracts or subcontracts executed to provide the services for which the funds are being provided. At NJDOL's request, the grantee will promptly forward copies of any contracts or subcontracts and fiscal, programmatic and other material pertaining to said subgrantee.

17) Modifications

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

- A) The grantee agrees to submit a written modification for approval prior to changing any budget line item contained in this agreement.

- B) NJDOL and 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 agreement.

18) Disputes

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

Any dispute which is not settled by informal means shall be decided by NJDOL, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the grantee. The 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 grantee shall proceed diligently with the performance under the agreement.

The dispute resolution mechanism described in this section is not exclusive. NJDOL and grantee preserve 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.

19) 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.

20) Termination

- A) Termination for Convenience – NJDOL or grantee may request a termination for any reason. NJDOL or grantee shall give 90 days' advance notice, in writing, to the other parties to this agreement of the effective date of such termination. The 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 – NJDOL may terminate this agreement when it has determined that the grantee has failed to provide the services specified, or has failed to comply with any of the provisions contained in this agreement or approved application, or otherwise breached the terms of this agreement. If the 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, NJDOL will notify the other parties to this agreement of such unsatisfactory performance or breach in writing. The grantee has 10 working days in which to respond with a plan agreeable to NJDOL for correction of the deficiencies. If the grantee does not respond within the appointed time with corrective plans satisfactory to NJDOL, NJDOL will serve a termination notice on the grantee which will become effective within 10 days after receipt. In the event of such termination, NJDOL 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 grantee agrees that major changes to this agreement, 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 agrees that any such changes deemed necessary by the commissioner of NJDOL shall be immediately incorporated into this agreement.
- 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 NJDOL at any time.

21) Contract Closeout

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

- 1) Contract Closeout – The closeout of an agreement is the process by which NJDOL determines that all applicable administrative actions and all required work of the agreement have been completed by the grantee.
- 2) Date of Completion – The date by which all activities under the agreement 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 per the terms of the agreement, unless otherwise extended by NJDOL, after completion of the agreement period or termination of the agreement. Closeout forms will be supplied by NJDOL.

C) The grantee will, together with the submission of the closeout package, refund to NJDOL any unexpended funds or unobligated (unencumbered) cash advances except such sums as have been otherwise authorized, in writing, by NJDOL to be retained.

D) Within the limits of the agreement amount, NJDOL 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 subgrantee paid from funds under this agreement, and NJDOL 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 agreement.
- F) The grantee shall account for any property received from NJDOL or acquired with funds under this grant, including any property received or acquired by a subgrantee under this grant.

22) Performance

The 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 NJDOL as soon as they become known. Any fraud or suspected fraud involving granted funds must be reported to NJDOL within 48 hours of its discovery.

23) Conflicts of Interest

The grantee shall avoid organizational conflicts of interest or the appearance of conflicts of interest in the conduct of procurement activities. Any gratuities offered by the grantee, its agent or representative to any officer, director or employee of NJDOL with a view toward securing this agreement or securing favorable treatment with respect to the awarding, amending or the making of any determination will render the agreement voidable at the option of NJDOL, and may justify further action under applicable state and/or federal laws.

24) 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 is bonded to provide protection against loss.

25) Availability of Funds

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

26) Liability

This agreement is subject to all of the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. and the availability of

appropriations.

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

The 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 its 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 that 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 responsibility shall also include all legal fees and costs that may arise from these actions. The grantee's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

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

Printed Name and Title

Signature

Date

THE DEVELOPMENT SUBSIDY JOB GOALS ACCOUNTABILITY ACT APPLICATION

APP# _____ Applicant Name _____ Date: __/__/__ End Date: __/__/__
 Grant Amount: \$ _____ Contract# _____

1) Name of Chief Officer _____

If applicable, name of Chief Officer of parent company _____

2) FEIN: __-_____ NJ Business ID: _____ NAICS _____ (First 3 digits only)

3) Site Location

Contact Person _____ Street _____ City _____ Zip _____ Phone _____
 Email _____

4) Corporate Parent Name _____ Contact Person _____
 Street _____ City _____ State _____ Zip _____
 Phone _____

5) If receiving or requesting subsidies from other State agencies, please list them below with the amount of the subsidy:

State Agency	Name of Subsidy	Requested/Approved	Amount
			Total:

6) Number of Employees on Site:

	# of Employees at Application	Anticipated # Retained as result of subsidy	Anticipated New Jobs Created at project site as a result of the subsidy	Average/Anticipated Average Annual Wage and Benefit Rate	#Provided with Health Care Benefits	# Represented by Collective Bargaining
Full Time						
Part Time						
Temporary						
Totals:						

General Job Type in Training Grant:

Total Number	Administrative	Manufacturing	Service	Research/Technology
Full Time				
Part-Time				
Temporary				

7) The average total number of individuals employed in New Jersey during the calendar year preceding the submission of the application by the applicant's corporate parent and all subsidiaries thereof:

Full time _____ Part time _____ Temporary _____

- 8) Will the development subsidy reduce employment at any other site controlled by the applicant? Or its corporate parent, inside New Jersey, resulting from automation, merger, acquisition, corporate restructuring or other business activity? Please explain:

Will the project involve the relocation of work from other address? If so, provide the Number of jobs to be relocated and the address from which they are to be relocated.

I, _____ (Chief Officer or authorized representative), certify that the information provided is correct and meets the requirement of the Development Subsidy Job Goals Accountability Act. http://www.njleg.state.nj.us/2006/Bills/PL07/200_.HTM

Department of Labor and Workforce Development
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