

STATE OF NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT OPPORTUNITY PARTNERSHIP TRAINING GRANT

NOTICE OF GRANT OPPORTUNITY

Fiscal Year 2018

New Jersey Employment and Workforce Development Act

P.L.1992, c.43 & 47 (*N.J.S.A* Chapters: 34:15D-1 et seq., 43:21-1 et seq., 45&48) and

New Jersey Administrative Code Title 12, Labor and Workforce Development

Chapter 23, Workforce Development Partnership Program

Subchapters 3-5 (Individual Training Grants et el.)

PROMOTING INDUSTRY-VALUED CREDENTIALS

Announcement Date: December 20, 2017

Technical Assistance Available

Proposal Deadline: Friday January 19, 2018

Aaron R. Fichtner, Ph.D. Commissioner

Opportunity Partnership Training Grant

Notice of Grant Opportunity Fiscal Year 2018

TABLE OF CONTENTS

Page 1

Section A: Name of Grant

Section B: Purpose	Page 1
Section C: Amount of Funding Available	Page 2
Section D: Entities That Can Apply for Funding	Page 4
Section E: Requirements of Applicants	Page 4
Section F: Proposal Process	Page 8
Section G: Address to Which Proposals Must be Submitted	Page 12
Section H: Proposal Submission Date	Page 12
Section I: Date by Which Applicant will be Notified	Page 12
APPENDIX	
General Provisions Signature Page	Page 10
Title Page	Attachment A
Budget Form	Attachment B
Employer-Partner Job Analysis/Description Form	Attachment C
Employer Summary Form	Attachment D
Dashboard Example	Attachment E
Trainee's Employment Verification	Attachment F

Notice of Availability of Grant Program Funds

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

New Jersey is committed to the creation of a talent development system focused on ensuring that all New Jerseyans have the skills, abilities and connections to find jobs, and in so doing builds a skilled workforce that drives economic growth. In order to achieve these goals, we have established a framework which includes:

- High-Quality, Employer-Driven Partnerships which are employer led, and have developed a clearly
 defined mission and vision statement, with defined roles and responsibilities for all partners. These
 partnerships will drive programs and investments with current industry and workforce data, and will
 focus on collaborative curriculum development based on industry need
- Industry-Valued Credentials which are industry-focused and offer occupational value leading to employment, promotion and/or advanced education

A. Name of Grant

Opportunity Partnership Training Grant

B. Purpose of the Training Grant

- Building high-quality employer-driven partnerships
- Increasing the number of job-seekers who attain an industry-valued credential
- Connecting trained job-seekers with employers

The purpose of the Opportunity Partnership Training Grant (OPG) program is to assist displaced/dislocated workers secure employment by providing occupational training in industry-valued credential areas that employers have identified as a requirement of the job. The Opportunity Partnership Grants is designed to provide industry needed occupational training to a statewide audience of displaced/dislocated workers, to support the development of high-quality employer-driven partnerships, to build on career pathways in the state's key industries, and to increase the number of adults who have obtained an industry-valued credential.

B1. Purpose for which the grant funds will be used

The Department will focus their investments on training programs that result in an industry-valued credential or advanced education. The occupational training offered must lead to credentials or degrees that create opportunities in in-demand fields. When calculating the total cost of the grant request, not more than 10% of the moneys received shall be expended on anything other than direct costs to the provider of providing the employment and training services, which direct costs shall not include any administrative or overhead expense of the provider.

- **B1.1. Occupational training funded:** Occupational training must fall within a labor demand occupation in one of the state's targeted industry sectors or in a labor demand occupation determined by the local Workforce Development Boards (WDBs). The state's targeted industry sectors include:
- Advanced Manufacturing Biopharmaceutical Life Sciences Construction Financial Services
- Health Care Leisure, Hospitality, and Retail Technology Transportation, Logistics, and Distribution.

- Number of proposals to be submitted for funding: Only one proposal may be submitted per job title; an applicant may submit more than one proposal for different job titles within an industry sector. The applicant's employer-partner may have a need to hire various job titles that have different training requirements and associated costs; therefore, a separate proposal must be submitted for each job title. Additionally, no more than one industry-sector should be targeted in the applicant's proposal.
- Applicants must describe the type of credential and the accrediting organization: The successful grantee will award participants who complete the training program a certificate of completion or an industry related credential if a requirement of employment. The applicant must indicate the name of the accrediting organization or body that will certify the credential. If an industry credential is required for the job title, the grantee will incur the cost and facilitate the participant's examination in order for them to receive the required certification and/or credential issued by the licensing agency. In some cases, the criteria for the license may include some combination of assessments, certifications, educational certificates or degree attainment in order to meet the accrediting organization's requirements. Should the trainee fail any sections of the test, the grantee will provide no cost remedial training.
- **B1.2. OPG grant funds as a supplement to financial aid or other assistance:** If training is provided in connection with a program under which individuals may obtain a college degree, individuals eligible for training grants must apply for all Federal, State and other sources of financial aid or assistance. Training candidates who are eligible for a PELL and/or any other grant but whose grant award cannot be estimated will be eligible for the full amount of the individual training grant allowed under the Opportunity Partnership Grant. PELL grants, other tuition assistance or other student aid must be used first for the cost of tuition and fees. The Opportunity Partnership Grant funds may be used to supplement these awards.
- **B1.3. LWD will not fund:** Training that is not priced comparatively with similar trainings listed on the state's eligible training provider list or similar markets.

C. Amount of Funding Available

The projected amount of funding is estimated to be \$400,000. Funding is contingent upon the amount available in the Workforce Development Partnership Program (WDPP) training fund.

• **Maximum grant award:** The maximum grant award will be \$100,000 per proposal.

Tax Clearance: Public Law 2007, c.101 requires that as a precondition to the award of business assistance or incentive or as a component of the proposal for 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 Department of the Treasury, Division of Taxation prior to the issuance of the grant, incentive or assistance. Effective July 1, 2017, the Division of Taxation will require all eligible organizations to obtain their Business Assistance and Incentive Clearance certificates through the State's Premier Business Services Portal. The application for tax clearance form is available and must be filled out online: Information can be located on the Division of Taxation's webpage at: http://www.state.nj.us/treasury/taxation/busasst.shtml. Failure to complete this step can delay or forfeit a grant award. (Reimbursement checks are linked with the FEIN that is on file with the New Jersey Department of Treasury. As a result, reimbursement checks are mailed to the associated address.)

C1. Applicants may budget a cost of up to \$6,000 per trainee: The cost per trainee is calculated by dividing the total budget cost by the number of projected participants to be enrolled. This cost may include all planning, training, administrative, and follow-up directly related to the cost of training (e.g., cost of instructors, facilitators, books, supplies and/or equipment) which have been specifically identified by the training provider as a requirement for successfully completing a course or training program. Application fees

and other fees, may also be paid under the grant program. These acceptable fees related to a training program include but are not limited to: background checks, library fees, lab fees, computer lab fees, test fees, and all third-party testing and licensing cost if required. The trainee must not incur any costs either associated with the training or as a condition of employment.

- Classroom training reimbursement: Payments are disbursed within the following benchmarks:
 - Twenty-five percent of total approved cost per trainee after enrollment and the course starts
 - Twenty-five percent of total approved cost per trainee after contract hours mid-point
 - Forty percent of total approved cost per trainee after the course completes
 - **Ten percent** of total approved cost per trainee after the trainee is hired and placed into a full-time position if within 90 days of completing the training or an extension date approved by LWD. The grantee will be reimbursed for job placement upon verification by LWD.
- Source and recruit eligible candidates: Applicants who are awarded a training grant must collaborate and cooperate with LWD's <u>One-Stop Career Centers</u> to source and recruit eligible candidates for their training program. The state's One-Stop Career Center (OSCC) must identify those qualified who are eligible to receive training. The applicant must indicate in their proposal the location of the training and explain how they plan to interface with the OSCC to recruit candidates. LWD will provide the successful applicant with OSCC contact information and the process to recruit training candidates.

• The eligible training candidate must be:

- Unemployed, permanently separated from his or her employment, or laid off and unlikely to return to similar employment due to a substantial reduction in work opportunities in the individual's job classification.
- Seeking training or other services under the Workforce Development Partnership Program and make an application for such services at the OSCC office.
- Receiving employment counseling by an approved counselor that results in an Employability Development Plan (EDP) and available to enter the training program identified in the EDP.
- Individual's self-enrollment prior to the approval of an EDP are not eligible under this grant.
- **Target population eligible to receive training:** In order to be eligible to receive training a candidate must be a qualified displaced/dislocated worker as defined in the WDPP.
 - A "Qualified displaced worker" as defined in WDPP legislation means a worker who:
 - 1) Is unemployed **and**:
 - a. Is currently receiving unemployment benefits pursuant to R.S.43:21-1 et seq. or any federal or state unemployment benefit extension; **or**
 - b. Has exhausted eligibility for the benefits or extended benefits during the preceding 52 weeks; or
 - 2) Meets the criteria set by the Workforce Investment Act of 1998, Public Law 105-220 (29 U.S.C. ss.1651 et seq.), to be regarded as a "dislocated worker" pursuant to that Act [Act amended to the Workforce Innovation Opportunity Act (WIOA) Public Law 113–128, (29 U.S.C. 3102) July 22, 2014, 128 Stat. 1425]. A "Dislocated Worker" as defined in WIOA sec. 3(15) legislation is a worker who is authorized to work in the U.S., and
 - a. Is terminated or laid off, eligible for or exhausted UI and unlikely to return to this industry or occupation; **or**
 - b. Has lost job from permanent closure or substantial layoff of a plant, facility or enterprise; or
 - c. Was self-employed and now unemployed because of economic conditions or natural disaster; or
 - d. Is a displaced/dislocated homemaker—an individual who was dependent on the income of

another family member and is no longer supported by the income of that family member; or

- e. Is a non-retiree military service member who was discharged or released from service under conditions other than dishonorable, or has received a notice of military separation issued in advance of 180 days; or
- f. Is a spouse of a member of armed forces on active duty who is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment; **or**
- g. Is the dependent spouse of a member of the armed forces on active duty and whose family income is significantly reduced because of a deployment, a call or order to active duty, or service connected death or disability of the service member.

D. Entities That Can Apply For Funding

Post-secondary educational institutions or State of New Jersey approved training providers who are registered on the LWD Eligible Training Provider List (ETPL) may apply.

The successful applicant will serve as the lead agency of record, the legally recognized fiscal agent for the grant project, and the single point of contact for LWD. The lead agency will be responsible for overseeing the implementation of all aspects of the grant such as curriculum, training logistics, recruitment of candidates in collaboration with the OSCC assigned OSCC liaison, program monitoring and reporting, the spending plan, and fiscal management of the grant award.

E. Requirements of the applicant in order to be considered for funding

The applicant must propose training for qualified displaced/dislocated workers with the intent to provide instruction in occupation skill areas specifically required by the employer(s) in order to fill immediate or projected full-time job openings. Employment for the trainee must be classified and determined by the employer as full-time employment. Training is to be conducted with the employer's intent to employ all trained individuals for a period of at least six months following successful completion of training.

The number of training slots listed in the proposal is an indication and expectation of the number of <u>full-time</u> job positions that are projected to be available within 90 days of the trainee's successful completion and should be filled based on the employer immediate or projected hiring needs.

Grants are awarded through a highly competitive process. All training courses and trainees are subject to LWD's review and approval. The course must be comparatively priced. In determining course approval, LWD will examine and compare the cost structure of similar courses offered in the industry as well as those listed on the Eligible Training Provider List (ETPL). LWD's ETPL websites http://www.njtopps.org and http://www.njtopps.org</a

- **Subcontracted training:** All third party training providers utilized as part of this grant must be listed as "approved" on the state's Eligible Training Providers List (ETPL) including training services subcontracted by the applicant's third party training provider. Additionally, all courses in the applicant's training plan must be listed on the ETPL and are subject to LWD's review and approval. If the course is not on the ETPL at the time of the application, upon course approval, LWD expects that the training provider will notify LWD when the course is approved and added to the ETPL before the grant award is finalized and instruction begins.
- **Training Plan:** Training should be provided to a group of trainees in a classroom setting conducted by a qualified instructor at a time, date and location designated by the training provider. The training provider should offer classroom training using modalities conducive to imparting information and industry-related training required by the employer(s).

- The applicant must provide a time-line and description of the type of classroom training provided (e.g., lecture, hands-on, computer-based, video conference, etc.). Contracted training hours must be structured synchronously (i.e., the teacher and the student interact with each other in "real time"). Additionally, practical training at the employers location must be accompanied concurrently or otherwise, by whatever amount of classroom-based or equivalent occupational training, remedial instruction or both, is deemed appropriate by the employer and/or LWD.
- The successful applicant will coordinate all training program information sessions and recruitments; oversee student assessments and employer screenings, provide instruction of occupational training in identified skill areas; insure program participant's placement into training-related employment within 90 days of the conclusion of the training, and, report such job placements to their designated OSCC liaison.
- Employer-led Partnerships: Applicants are required to partner primarily with a New Jersey business or consortia of businesses from one of the state's industry sectors. In an effort to provide training services that are needed in the prospective occupational area, applicants are encouraged to review the Labor Market Information Data for Occupational Listings at the LWD website http://lwd.dol.state.nj.us/labor/lpa/lbrdmand/LaborDemand index.html to review the list of demand occupations that includes:
 - Standard Occupational Classification {SOC codes} lwd.state.nj.us/labor/lpa/content/lmiupdate.pdf
 - Training Program Classification of Instructional Programs {CIP codes} and Program Titles associated with the code http://nces.ed.gov/ipeds/cipcode/search.aspx?y=55, or
 - Research one of LWD's industry specific Talent Networks who are in accord with the needs of employers: http://careerconnections.nj.gov/careerconnections/partners/talent/talent_networks.shtml
 - Employer's role in the partnership: Employers are critical collaborators in the successful outcome of the OPG program; therefore, it is expected that the applicant will form employer partnerships. Employers should play a primary role by providing input for the program curriculum design and instruction. The curriculum should be customized to teach specific skills resulting in an industry-valued credential required by the employer-partner. The employer-partner relationship is intended to increase capacity in developing high-quality employer-driven successful outcomes by offering full-time permanent positions to those who successfully complete the OPG training program. Employers should be invited and strongly encouraged to attend information sessions to meet potential training candidates and continue their involvement throughout the training period.

- Employer's letter of support: The applicant should also obtain letter(s) of support from each employer that indicate the employer's interest to become a significant workforce partner. Letters of support must be on the company's letterhead, include the employer's phone number, and signed by a company official. LWD will contact the employer's hiring manager to verify that the employer acknowledges their role in the training provider-employer partnership. Should the department determine that the employer's prescribed role in the partnership does not exist, the applicant's proposal will not be considered for panel review.
- **Job that yields a wage beyond self-sufficiency:** It is anticipated that occupational training provided through the Opportunity Partnership Grants will substantially enhance the job-seekers marketable skills and/or earning power and ultimately provide a career pathway to a job that yields a wage beyond self-sufficiency. The trainee's projected earnings and method of compensation are examined closely by LWD. LWD's expectation is that employer-partners will commitment to hire at a wage rate of at least twelve dollars per hour.
 - **Job Placement Plan:** The successful grantee is expected to assist training participants with their job placement. The job placement benchmark is established when the trainee is hired into a full-time job as determined by the employer. Demonstrated outcome performance resulting in job placement is fundamental to the success of the training program. The applicant must include in their proposal a job placement contingency/back-up employment plan in case the original employer-partner is not able to fulfill their job placement commitment at the end of the training. Employer-partners not initially listed must be reported to and approved by LWD.
- **E1. One-Stop Career Centers (OSCC)**: Upon award of a contract, LWD will provide the grantee with the OSCC liaison contact name. The grantee must cooperate and collaborate with the OSCC assigned liaison at the One-Stop Career Center to conduct information sessions regarding training and employment opportunities for potential eligible candidates. Prior to conducting the information session, the successful grantee should collaborate with the OSCC liaison and provide them with the job analysis/description (Attachment C) information to ensure all candidates have knowledge of the training, specifications and requirements of the job, and any additional resources and/or services that may be available through the OSCC system. All flyers and advertising for the training must be approved by the OSCC prior to holding the information session.
 - Notice to the OSCC: The successful grantee should expect to provide the OSCC liaison between two to four weeks advance notice before scheduling an information session to ensure that the OSCC has adequate time to notify all eligible displaced/dislocated workers about the opportunity to attend the session. The final recruitment timeframe will be determined between the OPG grantee and their OSCC liaison. The grantee must also notify the assigned LWD OPG specialist to provide the logistics of the proposed information session. The assigned LWD OPG specialist and other LWD representatives may arbitrarily attend these informational meetings.
 - Collaboration with the OSCC liaison: Eligible displaced/dislocated workers must attend an information session facilitated and coordinated by the successful grantee in collaboration with the OSCC liaison. During the information session, in addition to providing course information, the successful grantee shall provide a realistic picture of the employer's requirements and essential functions of the job. In addition, the training provider should describe the challenges program participants may encounter on the job and discuss how they should manage these challenges in a positive way.
 - Training candidates must be registered with the OSCC: All individuals accepted as candidates for the training program must be registered with the OSCC.
 - After the individual attends the information session presented by the training provider, the

candidate(s) selected is/are required to meet with the qualified counselor who will provide employment counseling and help the candidate generate an Employability Development Plan (EDP). Successful grantees will check with the OSCC liaison to ensure that all participants accepted into the training program are registered with the OSCC, have received an identification number, and have an EDP.

• The successful grantee will keep the OSCC assigned liaison and the LWD assigned specialist informed and up to date with the trainee's progress, provide trainee's enrollment dates, course completion dates, and job placement information when it becomes available.

E2. Program Reporting/Invoicing Requirements

- The State of New Jersey requires that all potential vendors complete the New Jersey Department of Treasury "W-9/Vendor Questionnaire." The successful grantee must submit the "W-9/Vendor Questionnaire" to the New Jersey Department of Treasury before LWD can process a grantee's request for payment. The applicant may locate the questionnaire on the New Jersey Department of Treasury website: http://www.state.nj.us/treasury/omb/forms/index.shtml.
- Successful grantees must report monthly: program activity, participant data, and program outcomes. LWD will provide the reporting forms. All reports should be submitted electronically to the assigned LWD representative as required. The assigned representative will monitor the monthly activity to ensure contract deliverables are being met and validate invoices for payment. Monthly reporting is required even if there is no change in activity from the prior month.

• Grantees will be required to complete and submit the following documents:

- 1. A monthly report (Dashboard Example-Attachment E), due by the 5th of each month listing all of the activities performed under the grant including a list of class offerings, the number of classes provided, the number of clock hours for each course, the list of names of participants in each class, the number of trainees successfully completing the class(es) and if applicable, the names and address of the employer as well as the date of employment and the starting wage. Submittal of a dashboard is required even if there is no activity or expenses incurred for the month.
- 2. A monthly invoice, expenditure report, and benchmark tracking form due by the 5th of each month detailing all expenses incurred during the prior month. Grantees will be paid on a prior month cost reimbursement method, after the invoice has been submitted to, and approved by LWD.
- 3. A final closeout report must be submitted within 60 days along with the final invoice for the last job placement benchmark. The final closeout report must include: program activities, assessments on training outcomes, a compilation of financial information, descriptions of barriers in meeting goals if applicable, success stories, best practices learned, and return on investment. The LWD representative will provide the closeout forms. Final reimbursement will be subject to the submission of the closeout report and acceptance by LWD. On occasion grantees may arbitrarily be required to submit ad hoc reports on short notice.
- **E3. Program Utilization:** The successful grantee shall consistently monitor the performance of the grant activities to assure that time schedules are met, projected work units by time periods are accomplished and other performance goals are achieved. The grantee is required to submit the job placement verification form to the OSCC liaison. The job placement verification form must be submitted to LWD when the grantee requests payment for job placement. Additionally, the grantee must enroll at least 60 percent of the contracted number within the first three months of the contract start date and utilize at least 30 percent of the grant funds within the first six months of enrollment. Consideration will be given based on the schedule submitted in the applicant's training plan. Failure to comply may result in the de-obligation of the unexpended funds.

E4. Program Evaluation: The applicant's demonstrated past performance of previously funded grants will be a consideration (i.e., past performance measures include job placement and the benchmark expenditure rate). Job placement performance is measured by the number of job placements in relationship to the number candidates enrolled. Expenditure (utilization) rate is measured by the amount of the grant awarded in relationship to the unexpended amount at the close of the grant. Additionally, at least 60 percent of the total approved program graduates must be placed in a training related position before the grantee may be considered for additional funding for similar training under the Opportunity Partnership Grants.

F. Proposal Process

To ensure consistence and fairness of evaluation, each applicant seeking funding under this grant program must submit a proposal that includes, at a minimum, the components listed below.

- LWD must receive a total of seven collated proposals—two proposals with original signatures and five copies of the proposal—with all attachments.
- Proposals must be delivered by postal mail and received by 4 p.m. on the due dates listed in Section H., Submission Date of this NGO. Postmarks are not acceptable evidence of timely submission; receipt by the due date and time is required.
- Applicants are encouraged to send the proposal by certified mail, return receipt requested, arrange for hand delivery, or delivery by an overnight delivery service to ensure timely delivery and receipt of the proposal.
- Failure to include any of the required documentation will result in the proposal being removed from consideration for panel review. A proposal received after the stated submittal deadline may be held for the next available panel review date during the program year if funding is still available.
- Proposals received by the due date and time will be screened to determine if the proposal meets the threshold criteria and are, in fact, eligible for panel review. LWD reserves the right to reject any proposal not in conformance with the requirements of this NGO.
- The applicant must also have available upon request by LWD, the electronic version (MS Word and MS Excel) of the proposal package including employer-partner information and completed Attachment forms.
- F1. Proposal Content and Checklist: The proposal must be assembled and submitted in the order listed below. It is important to note that failure to include the required documentation may result in the proposal being removed from consideration for funding. The Microsoft Word version of the required application and attachments are obtainable electronically: click on link for application and attachments The proposal must be assemble and submitted in the following order:

proposal must be assemble and submitted in the following order:
☐ Applicant Title Page signed by the signatory authority authorized to bind contracts (Attachment A)
□ Budget Form (Attachment B)
☐ Employer's Job Analysis/Description Form (Attachment C)
☐ Employer-Partner Summary Form (Attachment D)
☐ Employer-Partners' Letter of Support
☐ Comprehensive Development of Standard Evaluation Criteria, Program Narrative (section F2 below)
□ New Jersey Tax Clearance Certificate must be included in the proposal and must be current within 180 days of proposal submittal. Information regarding the NJ Department of Treasury Tax Clearance may be obtained: http://www.state.nj.us/treasury/taxation/busasst.shtml
☐ Signature page of the General Provisions signed by the signatory authority (Appendix)
□ Employer-Partners' Letter of Support □ Comprehensive Development of Standard Evaluation Criteria, Program Narrative (section F2 below) □ New Jersey Tax Clearance Certificate must be included in the proposal and must be current within 180 days of proposal submittal. Information regarding the NJ Department of Treasury Tax Clearance may be obtained: http://www.state.nj.us/treasury/taxation/busasst.shtml

***Note: The Department of Labor's Employer Accounts must be paid in full or not exceed \$750

- **F1.1. Proposal Components and Requirements:** Applicants are required to adhere to the following requirements of proposal submission. The proposal must include the components outlined below and in section **F2 Standard Evaluation Criteria**. Proposals must be typed; handwritten proposals will not be accepted. The electronic versions of the required attachments are available, click the link: **FY18 NGO APPLICATION FORM, INSTRUCTIONS, & ATTACHMENTS.** It is important to note that failure to comply with instructions and/or to submit the required forms and attachments may result in the proposal being removed from consideration for funding. The proposal will not be considered for review if it does not adhere to the parameters below and/or exceed the page limits. The proposal must be submitted double-spaced on one-side of 8.5"x 11" white paper with no background or watermarks and follow the formatting requirements:
- ❖ Font Times New Roman, 12 point
- Spacing double spaced, full justification is desired for paragraphs
- ♦ Margins 1" top and bottom and 1" side margins
- ❖ Pages must be numbered X of X pages and centered at the **bottom** of the page
- * Applicant/organization's name must be included on the top of each page of the proposal
- Supplemental brochures and materials not requested will be omitted in the review process
- * The completed proposal should not be held together by staples, bounding, spiral bounding, rubber band, etc. Proposals should not be submitted in binders, notebooks, and folders.
- Proposals should not exceed the page limits set forth:
 - Executive Summary maximum of two (2) pages
 - Program and Budget Narrative (maximum of eight (8) single-sided pages)
 - These page limits do not apply to LWD's requested forms, required attachments, and the signed signature page of the General Provisions
 - **Executive Summary:** The executive summary must include a brief description of the components of the proposal being submitted as outlined below in section F2 Standard Evaluation Criteria.
 - **Program Narrative:** The program narrative should be designed and written sequentially to answer the questions as presented in the evaluation criteria chart below (i.e., supporting the employer's need for training, describing your training plan, tracking your performance metrics as well as the trainees expected outcomes and credential attainment). It must establish your capability and capacity to implement the training program in accordance with the provisions of this Notice of Grant Opportunity. It must be succinct and self-explanatory. Any materials beyond the specified page limit will not be read or considered in the proposal review process.
 - **Budget Narrative:** The budget narrative reflects the entire cost of the program and must have a demonstrated cost basis. The cost basis shows how the applicant arrived at the estimated budget. Applicants must provide justification for all aspects of the budget. Budgets will be reviewed using guidelines for the Department of Labor's policies and regulations. (i.e., the budget narrative must provide a description of costs associated with each line item in the budget)
 - **General Provisions:** The duly authorized representative of the applicant with signatory authority to bind a contract is required to sign the signature page of the attached General Provisions. Should the applicant receive an Opportunity Partnership Grants award the General Provisions along with the NGO and the contract between the parties will govern the grant.

F2. Standard Evaluation Criteria: Proposals will be evaluated on the basis of quality, comprehensiveness, consistency, completeness, accuracy and appropriateness of response to this NGO. This NGO is competitive and will be reviewed by a selection committee using a pre-established set of criteria, which will include, but are not limited to the following:

Evaluation Criteria – In developing and assembling the proposal, the applicants should respond to the narrative sections as outlined in the chart below*:	TOTAL POINTS 100
 Programmatic: Title page (Attachment A), is complete and signed by the official authorized to bind contracts. The Budget form (Attachment B), is complete and calculations are error free. The Employers' Job Analysis/Description form(s) (Attachment C) is complete. The Employer-Partner Summary form (Attachment D) is complete. 	0*
 The Employers' letters of commitment are included. The New Jersey Tax Clearance Certificate or Tax Clearance Application is included The General Provisions signature page is signed by the official authorized to bind contracts. LWD Employer Accounts is paid up-to-the-requirements of the department 	
Executive Summary: Clearly describe how employers and other collaborative organizations will be engaged to support program implementation and completion, including their specific role, areas of expertise, and the activities which they will be engaged.	10 Points
 Executive summary (maximum of two single-sided pages) should include the following: 1. The employer(s) industry and their need for trained employees 2. Identify the geographic area in which the training will be held 3. Applicants must describe how they will track participant's performance including job 	
placement 4. The applicant understands that job placement follow-up in collaboration with the OSCCs must be provided for each participant	
Program and Budget Narrative (maximum of eight (8) single-sided pages) must establish your capability and capacity to implement the training program in accordance with the provisions of this Notice of Grant Opportunity. It covers your approach and/or solutions to the four key elements:	
I. Need for Training: Describe the purpose and need for training as determined by your interview with the employer. Specifically:	20 Points
 i. Explain the employer(s) need to hire workers trained in this occupation. ii. Describe how the employer(s) determine the number of new hires needed to be trained. iii. Confirm that the employer values the need for this training and assures the starting salary for this job opening is at least \$12.00 per hour. If not, why not? 	
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II. Training Plan

Outline a plan of action that describes the scope and detail of how the proposed training will be accomplished including timelines for completion of training. Specifically:

20 Points

- i. Describe the employer's role and involvement in the training plan.
- ii. Describe how the training program will be implemented, including the type of instruction, a time-line for the duration of the training program, when and where the classes will be conducted, and any additional details about the curriculum and training materials.
- iii. State the number of trainees and ensure the proposed number of training candidates does not exceed the proposed number of job openings

III. Performance Metrics/Outcome

Applicants must describe the projected output/outcome to be achieved consistent with the training programs identified goals: 1) enrollment, 2) mid-point trainee retention 3) course completions, and 4) job placements. Specifically:

20 Points

- i. Describe outcome tracking methods to assess, retain, evaluate, and measure the performance of the training program.
- ii. Describe a plan for the trainee's transition into a job placement.
- iii. Describe your job placement contingency/back-up plan if the original employer-partner is not able to fulfill their projected job placement commitment at the end of the training.

IV. Certificate/Industry-valued Credential Designation

Applicants must offer training programs that lead to a certificate, industry-valued credential, licensure, and/or post-secondary degree. Give the designation that will be attained by participants as a result of completing the training. Specifically:

20 Points

- i. Describe the document awarded including the name of the conferring authority and accrediting organization.
- ii. Confirm that the designation achieved from the training is recognized within the industry sector and/or specific to the employer's needs.
- iii. Verify that no additional trainings and/or documents are required before for the employer hires the trainee.
- iv. Indicate if the document(s) obtained is embedded in a career pathway that upon further training may ultimately lead to a job that renders a higher wage.

V. Budget Narrative The budget narrative describes the entire cost of the program. Applicants must provide justification for all aspects of the budget. The budget narrative and budget form should be clearly and accurately aligned and consistent with the activities outlined in the program narrative. All items described in the budget narrative must be listed in the same order as they appear on the budget form.

10 Points

Budget Summary Form Line Item Expenditures The budget form must have an individualized trainee cost basis. The budget items are within the cost guidelines of this NGO. The budget is comparatively priced with similar trainings offered by other training providers. The Department of Labor's policies and regulations will be used as a guideline to review the budget.

The budget is complete and calculations are error free:

- Budget indicates number of trainees.
- Budget indicates training cost per trainee.
- Budget indicates total number of instructional hours per trainee.
- Budget indicates training cost per hour per trainee.

F3. Technical Assistance:

All applicants must provide an application in accordance with the requirements listed within this NGO. All applications must be submitted to the address listed below in section G by the deadline date listed in section H below.

Applicants in need of technical assistance may email questions to <u>joan.evans@dol.nj.gov</u> or contact Ms. Joan Evans, Support Staff at (609) 292- 0788 to speak to the Opportunity Partnership Grants assigned staff. Should you need additional information, please call the Help Desk at 609-633-6799.

G. Address to Which Applications Must Be Submitted

New Jersey Department of Labor and Workforce Development Division of Workforce Development and Economic Opportunity Attention: Ms. Gerri Brosh, Opportunity Partnership grant program 1 John Fitch Plaza – 7th Floor P.O. Box 055 Trenton, New Jersey 08625-0055

H. Application Submission Dates

Applications will be reviewed based on the availability of funding. Below is the proposed schedule for the submission date, and panel review date*.

Submission Date Application to LWD by 4 p.m. on:	Panel Review week of:		
January 19, 2018	January 29, 2018		

^{*}Dates listed in this NGO may be subject to change; changes will be posted on LWD's web page.

I. Date by which applicants shall be notified whether they will receive funds under the grant program

All proposals are subject to a Department panel review and final approval by the Commissioner of the Department. Applicants will be notified of the final determination of their request within 30 business days after the panel review date.

Opportunity Partnership Grants Training Grants

Notice of Grant Opportunity Fiscal Year 2018

Appendix

DEFINITIONS

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

- Grantor is defined as the New Jersey Department of Labor and Workforce Development, which is also referred to as LWD.
- Grantee is defined as any entity in direct receipt of funds by written instrument from LWD.
- Subgrantee is defined as any entity in receipt of funds from a grantee.
- Agreement refers to the contract with LWD, 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: http://www.whitehouse.gov/omb/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: http://www.state.nj.us/treasury/omb/publications/grant/index.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.

<u>Customized Training</u> - Where funding is provided in whole or in part from the Workforce Development Partnership (WDP) fund, 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 LWD and refund all money to LWD, 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) NONDISCRIMINATION 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.

Page 1 of 10 General Provisions State Funded 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 LWD determines that a grantee:
 - 1) Has a history of unsatisfactory performance;
 - 2) Is not financially stable;
 - 3) Has a financial management system which does not meet the standards set forth in section 4;
 - 4) Has not conformed to terms and conditions of previous awards; and
 - 5) Is otherwise not responsible.
- B) When LWD determines that an award will be made; special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award. 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 LWD decides to impose such special conditions and/or restrictions, an LWD 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 LWD 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 LWD when the grantee cannot comply with the requirements established in this section of the grant.
- B) The grantee's financial management system shall provide for:
 - 1) Financial Reporting:

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

2) Accounting Records:

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

3) Internal Control:

Effective internal and accounting controls 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 LWD;

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 LWD and the disbursement by the grantee, whenever funds are advanced by LWD.

- C) LWD may require the submission of a Statement of Adequacy of the Accounting System, as provided in Chapter II-2 of the **One-Stop Comprehensive Financial Management Technical Assistance Guide**, available at http://www.doleta.gov/grants/pdf/FinalTAG_August_02.pdf.
- D) LWD 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 LWD determines that the grantee's accounting system does not meet the standards described in paragraph B above, additional information to monitor the grant may be required by LWD upon written notice to the grantee, until such time as the system meets with LWD 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 LWD, 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. LWD 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 LWD of the amount or method of calculation.

6) MATCHING AND COST SHARING

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

7) PROGRAM INCOME

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

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

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 LWD and upon appropriate certification by the director of finance and accounting of LWD, LWD 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 LWD, with supporting documentation that the contracted services are operational and will continue to be for the period specified in the agreement. At its discretion, LWD 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 LWD. 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 LWD 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.

Page 4 of 10 General Provisions State Funded Programs

- C) LWD reserves the right to build upon the audit received. Interim audits may be conducted at the discretion of LWD.
- 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 LWD.
- E) The grantee agrees to include in the engagement letter or agreement with any independent audit firm language that LWD is granted access to any and all workpapers that support or address any and all findings that are in regards to LWD 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;

Page 5 of 10 General Provisions State Funded Programs

- 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 applicants, registrants, 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 – LWD 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 LWD, 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 \$1,000 or more, shall be maintained by the grantee. Procedures for property records are outlined in the state of New Jersey Treasury Circular 11-19, http://www.state.nj.us/infobank/circular/cir1119b.pdf, and the 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.

Page 6 of 10 General Provisions State Funded Programs

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 LWD. Such material will be delivered to LWD 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, LWD 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 LWD upon notice given to the grantee and shall promptly be made available to LWD for inspection. LWD 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 <u>Federal</u> 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 LWD. 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. LWD * 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 LWD's request, the grantee will promptly forward copies of any contracts or subcontracts and fiscal, programmatic and other material pertaining to said subgrantee.

Page 7 of 10 General Provisions State Funded Programs

17) MODIFICATIONS

Modification to the agreement will be made in accordance with procedures prescribed by LWD 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) LWD 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 LWD, 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. LWD 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 LWD or grantee may request a termination for any reason. LWD 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 LWD 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, LWD 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 LWD for correction of the deficiencies. If the grantee does not respond within the appointed time with corrective plans satisfactory to LWD, LWD will serve a termination notice on the grantee which will become effective within 10 days after receipt. In the event of such termination, LWD 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.

Page 8 of 10 General Provisions State Funded Programs

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 LWD 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 LWD at any time.

21) CONTRACT CLOSEOUT

- A) The following definitions shall apply for the purpose of this section:
 - 1) <u>Contract Closeout</u> The closeout of an agreement is the process by which LWD determines that all applicable administrative actions and all required work of the agreement have been completed by the grantee.
 - 2) <u>Date of Completion</u> 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 LWD, after completion of the agreement period or termination of the agreement. Closeout forms will be supplied by LWD.
- C) The grantee will, together with the submission of the closeout package, refund to LWD any unexpended funds or unobligated (unencumbered) cash advances except such sums as have been otherwise authorized, in writing, by LWD to be retained.
- D) Within the limits of the agreement amount, LWD 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 LWD 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 LWD 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 LWD as soon as they become known. Any fraud or suspected fraud involving granted funds must be reported to LWD 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 LWD 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 LWD, 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.

Page 9 of 10 General Provisions State Funded Programs

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

Page 10 of 10 General Provisions State Funded Programs

Opportunity Partnership Grants Training Grants

Notice of Grant Opportunity Fiscal Year 2018

Attachments

Applicant Title Page Attachment A

Opportunity Partnership Grants Fiscal Year 2018 Name of Grant Applicant/Lead Agency: Street Address: City: Zip: **County: District Number:** State: **Contact Person:** Phone: **Email:** FEIN #: Training Provider is a New Jersey Institution of Higher (Y/N)**Education? DUNS #:** Training Provider is Listed on the Eligible Training **Provider List?** (Y/N)**Industry Sector: Training Course is Listed on Eligible Training Provider List?** (Y/N)Does this training meet the employer's approval and all CIP Code #: SOC Code #: conditions to start working for the employer? (Y/N)**Title of Course/Training Program: County of Job Location: County of Training:** Title of Industry-valued Credential(s)/ Certificate of Completion # of Course Clock Hours Per Trainee: or Degree Program:(s): # of Course Credit Hours Per Trainee: Title of Job expected to be filled by trainees (only one job title): # of Students To Be Trained: # of Projected Job Openings: **Starting Wage Basis of Calculation Starting wage:** # of Employer-Partners: (hourly, salary, commission, etc.): # of Work Hours Per Week: **Total Grant Request: Training Cost Per Trainee: Previous Funding:** Did the applicant receive a training grant from LWD or the local One-Stop Career Center within the last □ Yes two years? If yes, name of grant and award amount: PROPOSAL CERTIFICATION: To the best of my knowledge and belief, the information contained in this proposal is true and correct. The document has been duly authorized by the governing body of this agency and, if funding is awarded, we will comply with the attached General Provisions.

Authorized Signature

Print Name:	Title:	Date:				

Budget Example Opportunity Partnership Grants Fiscal Year 2018

Grantee Name: State Certified Eligible Training Provider Street Address, City, State, Zip Any Street, Any City, Any State Training Provider Certified to Train in NJ, Zip Contact Name: Telephone: Email Address: Person with operational responsibility Person's number with operational responsibility Operational_person@email.address Amount Requested: Cost per Trainee: Hours of Instruction per Trainee: Example: \$145,337.50 Example: \$5,813.50 Example: 100

Example Description of Budget StructureA. Examples of Itemized Direct CostsDirect Costs• 100 hours of Instruction/trainee @ \$38.25/hr. = \$3,825/trainee x 25 trainees =\$ 95,625• 40 hours of Instructional-job assistance/trainee @ \$25/hr. = \$1,000/trainee x 25 trainees =\$ 25,000	
Ψ 00,020	5.00
40 hours of Instructional-job assistance/trainee @ \$25/hr. = \$1,000/trainee x 25 trainees = \$ 25,000	
	0.00
Uniforms/shoes @ \$100/trainee x 25 trainees = \$ 2,500	0.00
Books @ \$100/trainee x 25 trainees = \$ 2,500	0.00
Supplies/tools @ \$100/trainee x 25 trainees = \$ 2,500).00
• Testing fees @ \$160/trainee x 25 trainees = \$ 4,000	0.00
Direct Costs Sub-Total A \$ 132,12	25.00
B. Itemized Administrative Costs (No more than 10% of Direct Costs)	
Office Personnel \$ 13,000	0.00
Office Supplies \$ 212	2.50
Administrative Costs Sub-Total B \$ 13,	212.50
Sub-Total A plus Sub-Total B = TOTAL GRANT REQUEST \$ 145,	337.50
Number of trainees:	25
C. Cost per trainee (Total cost divided by number of trainees) Cost per trainee: \$ 5	,813.50

Budget Form Attachment B

Budget Opportunity Partnership Grants Training Grant Fiscal Year 2018						
Grantee Name:						
Street Address, City, State, Zip						
Contact Name:	Telephone:	Email Address:				
Amount Requested:	Cost per Trainee:	Hours of Instruction	per Trainee:			
Budget Items		,	Amount			
A. Itemized Direct Costs			Direct Costs			
		Cub Total A	¢.			
B. Itemized Administrative Costs (No mo	ore than 10% of Direct Cost	Sub-Total A	\$ Administrative Costs			
D. Remized Administrative Gosts (No me	ore than 10 % or bliect cost	<u>.</u>	Administrative costs			
		Sub-Total B	\$			

Sub-Total A plus Sub-Total B = TOTAL GRANT REQUEST

C. Cost per trainee (Total cost divided by number of trainees)

\$

\$

Number of trainees:

Cost per trainee:



N.J. DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT

ATTACHMENT C

Opportunity Partnership Grants Program – Employer-Partner Job Analysis/Description

The purpose of this form is for training providers to gather information about training for job openings and the employer's requirements to ensure that One-Stop Career Center registered customers/training candidates are properly evaluated prior to accepting training into the program. Submit one form for <u>each</u> employer and one form for <u>each</u> specific job title.

Name of Training Program:			
Industry Sector:			
Duration of training per cohort (# of weeks; # of days/we	ek; # of hours/day):		
Location of training:			
Name of Training Provider:			deral Tax ID #:
Contact Person:Phone	:	Email:	
PURPOSE AND CONTENT OF TRAINING: DES Should the applicant receive a training grant, information below program. The trainee must not incur any costs either associate Briefly explain in one or two sentences the general purpose of	ow will be utilized by the One-Storage at the own of the training or as a condition of the training of the training of the training or a condition of the training	op Career Center staff to lition of employment.	source and recruit candidates for the training
What are the prerequisites and qualifications to be considere	ed for training?		
List certifications, credentials, skills, etc. included as part of the	-		
Specify and describe if the position requires additional cost, t	•		<u>-</u>
opening and describe in the position requires additional cost, t	testing, experience, etc. beyond	ans tunning	
Employer Company Name:		Federal I	Employer ID:
Address:City:_	State	e:Zip:	County:
Phone: Website:			
Check One Industry Sector: ☐Advanced Manufacturing; ☐ Retail, Hospitality and Tourism; ☐Technology and Entreposer Contact Information: First Name: Phone:	reneurship;	gistics and Distribution; (Construction or 🗖 Other:
lob /Work Location Information:			
Specific Job Title:Municipality:		County:	
# Hours/Week: Work Hours Yes Wethod of calculating pay: (he ls driver's license required for position: Yes No ls additional training or certification required beyond this train	ourly, salary, commission, tips, e		Check benefits offered: Health Ins. Sick Leave Dental Ins. Vacation Holidays 401 K (check one)
REQUIRMENTS OF THE EMPLOYER / ESSENTIAL IN What are the essential functions (what does this job entail) or What is the minimum level of education required to perform experience.	f the position?		
·			
What is the level of knowledge of software, technology, and/o			
What are the anguil licenses or partifications required to perfor			
What are the special licenses or certifications required to per			
What is the level of customer interaction/service required to p			
What are the years of work-related experience required to pe On the next page, describe as clearly and concisely as possil		eal qualities a new hire st	nould possess and any additional information
that is important to fully understand the responsibly, scope ar			Total possess and any additional information

Employer Summary Form Attachment D

	Company Name	Address, City, State, Zip, County	Contact Name	Phone	Email	Industry Sector Credential and Licensing Agency	# New Hires
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							
13.							
14.							
15.							
16							
17.							
18.							
19.							
20.							

DASHBOARD EXAMPLE OPPORTUNITY PARTNERSHIP GRANTS

ATTACHMENT E

Grantee's Name and Addres	s Name and Address:			Title of Training Program:							
FEIN#:				Reportin	ng Month: XX	<u>Re</u>	oorting Date: XX				
Grant Leader's Name				Name				Contract Number:		Industry Sector:	
Contact Number:	ct Number:			Contra	acted Number to Train:		d Hours Per Trainee: or it Hours Per Trainee:				
Award Amount:	\$ Cost/Trainee: \$				Grant Start Date:		Grant End Date:				
Purpose:	Insert purpose e	rpose example: "The program is designed to benefit both qualified dislocated workers and employers in the Health Care industry." Etc									
Status/Progress Comments:	Insert progress ' placements based	"As of xx date asse on graduates—plac	essment of progress ement is established	enrollments d when the tra	, completions, and/or placement ainee is hired into a fulltime job).	ts" (% job placements based on #	contracted; % of job pla	acements based on enrollments; % of job			
					Budget						
Frankling	Amount availa	able in the			Expenditures		Gra	ant Utilization Comments			
Funding	reporting i		Amount invoice month	d for the	Available balance after invoice month	Amount invoiced to date					
Spend Down:	\$		\$		\$	\$					

Activities							
		Comments					
Name and Location of Information session	Name of OSCC Contact Person Their Location and Telephone Number	Date of Information Session	Number of Job- seekers Registered	Number of Job-seekers Attended	Number of Job-seekers Selected	Number of Employers Attended	
		TOTALS:					

Course Activity								
		Total	Mid-Point	Name of	Overall Achievement to Date			
e	Location of Training	Training/credit Hours	Training/credit Hours	Credential/ degree	Number of Trainees Enrolled	Number of Trainees Completed	Number of Trainees Placed	Comments
	Se Se	se Location of Training	Location of Training Total Training/credit Hours	Total Mid-Point	Total Mid-Point Name of	Total Mid-Point Name of Ee Location of Training Training/credit Training/credit Credential/ Number of Hours Hours degree Trainees	Total Mid-Point Name of Location of Training Training/credit Training/credit Credential/ Number of Hours Hours degree Trainees Trainees	Total Mid-Point Name of Location of Training Training/credit Hours Hours Overall Achievement to Date Total Name of Credential/ Number of Number of Hours Hours Hours Trainees Trainees Trainees

Job Placement Information						
Name and Address of Employers	Achievement to Date			Comments		
	Number of Job Commitments	Number of Job Placements in the Reporting Month	Number of Job Placements to Date			
TOTALS						

Name and Address of New Hire ID Num	Stort Pote	Job Title	Wage/Hr.	Title of Credential	Comments
Name and Address of New Hire ID Num	Start Date	Job Title	Wage/Hr.	Title of Credential	Comments

For LWD Use Only Training Completed/Employment Verified Contract No._____ Date____ OPG Program Specialist:_____



ATTACHMENT F

Trainee's Employment Verification

The Opportunity Partnership Grants (OPG) Training Grant program is designed to assist job seekers secure employment by proposing training in occupational and credential areas that employers have identified as necessary to obtain positions within their company. In order for the job seeker to receive credit for training, this form must be completed and returned to the One-Stop Career Center assigned OPG liaison. A copy of this form must be sent to the assigned LWD OPG Specialist when requesting payment for training related job placement.

	SOS ID Number:		
Address: Ci			
	ity/State/Zip:		
Telephone: Er	mail:		
Employment Information			
Name of Employer FE	EIN		
Supervisor's Name Ti	itle:		
Address: Ci	ity/State/Zip:		
Telephone: Er	mail:		
(S)he will begin work on:(MM/DD/YR)	ob Title		
Hours per week:	Hourly at \$ per hr Avg. monthly wage \$ per mo. Commission only		
Employment verified by the training provider			
Signature pa	My signature acknowledges that the above information is true and accurate. I am aware the employer may be contacted by an outside party or agency to verify the trainee's employment. I agree to forward this information to the assigned LWD and OSCC OPG liaisons.		

Reserved for Training Provider Information^{*}

Name of Training Provider:	
Contact Name of Training Provider:	Contact's Phone:
Date OSCC Notified:	Trainee OSOS ID No.:
One-Stop Career Center Location:	
OSCC Contact Name:	OSCC Contact Phone Number:

^{*}The training provider will forward a completed copy of this form to the assigned OSCC OPG liaison. A copy of this form must be sent to the assigned LWD OPG Specialist when requesting payment for training related job placement.