



**STATE OF NEW JERSEY**  
**DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT**  
**NOTICE OF GRANT OPPORTUNITY**  
**Fiscal Year 2018**

**New Jersey Employment and Workforce Development Act**

**P.L.1992, c.43 (C.34:15D-1 et seq.)**

**&**

**New Jersey Administrative Code Title 12, Labor and Workforce Development  
Chapter 23, Workforce Development Partnership Program  
Subchapter 2, Customized Training Services; Purpose, Eligibility and Scope**

**TALENT DEVELOPMENT CENTERS:  
Building and Implementing Career Pathways in Key Industries**

**Announcement Date: August 11, 2017**

**Technical Assistance August 29 and September 8, 2017**

**Application Deadline: September 29, 2017**

**Aaron Fichtner Ph.D.  
Commissioner**

2018-2019

**TALENT DEVELOPMENT CENTERS:  
Building and Implementing Career Pathways in Key Industries**

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## **Division of Workforce Development & Economic Opportunity Notice of Availability of Grant Program Funds**

**Take Notice** that, in compliance with N.J.S.A. 52:14-34.4 et seq., the Department of Labor and Workforce Development (hereinafter “the Department” or “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 under the heading “Public Notices” and the subheading “Notice of Availability of Grant Program Funds”.

### **Background: 65 by ‘25: Many Paths, One Future**

New Jersey’s innovative, skilled workforce has powered our state’s economy throughout our history. From the very beginning of our state’s history, we have made life changing discoveries, invented new technologies that have shaped our world, and built things that were once thought impossible. These advances were made possible by a highly skilled, educated, diverse, productive, innovative workforce in the world.

We have enjoyed prosperity because of that initiative and success, but the world is ever changing and we must adapt. Technological advances create new opportunities and challenges. Global competition continues to grow in an increasing skilled world. Businesses need people who have skills and education, who can learn and adapt to new approaches and technologies. Jobs that require some education after high school but do not require a college degree are an important part of the economy.

While our state’s prosperity depends on a skilled workforce, so does the prosperity of every individual and family, and the well-being of our communities. Individuals will need some education after high school in order to have a career that can provide a family-supporting income. Strong, compelling data supports a direct relationship between earning potential and education. Individuals with some post-secondary education earn more and are less likely to be unemployed than those who have a high school education or who did not complete high school.

While we have traditionally boasted an educated workforce, we also have some educational opportunity gaps for too many of our residents. This limits their potential to contribute which also limits our state’s economic competitiveness. College attainment rates vary significantly by race and ethnicity, gender, income and county and city of residence.

To ensure a strong economic future for our state, we must ensure that New Jersey has the most innovative, competitive workforce in the country, if not the world. And to ensure that all of our residents have economic opportunities, we must ensure that everyone has a pathway to the skills and education that will help them achieve a rewarding career.

As a result, New Jersey has set an ambitious goal to raise the percentage of New Jersey residents who have attained an industry-valued credential or degree from the current 50 percent up to 65 percent by 2025. To support this goal, New Jersey has launched the 65 by 25: Many Paths, One Future initiative.

To meet this ambitious goal, New Jersey will need to build and implement new pathways to a post-secondary industry valued credential or degree and to focus on the following cornerstones for success:

1. Provide Career Awareness for all students and adults;
2. Grow high school/college dual enrollment credential programs;
3. Expand credit-bearing credential programs in colleges and universities;
4. Strengthen Two-and Four-Year College partnerships;
5. Focus on closing equity gaps by building strong partnerships in our urban and underserved areas;
6. Make it easier for adults to earn a credential or degree;
7. Expand work experience programs for students; and
8. Enhance the partnerships between business and education.

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

TALENT DEVELOPMENT CENTERS: Building and Implementing Career Pathways in Key Industries

#### **B. Purpose for which the grant funds will be used**

In a rapidly changing, knowledge-driven, global economy, New Jersey must continue to build a skilled workforce to drive the growth of the state's key industries. The state's colleges and universities have a critical role to play in this effort. Community colleges, four year colleges and universities must ensure that New Jersey residents are obtaining the skills, knowledge and abilities they need to find a job and to pursue a productive career. Many efforts are currently underway at colleges and universities across the state to build stronger employer-driven partnerships to improve the alignment of education and training with the needs of the economy.

The purpose of this grant program is to build on these efforts by establishing statewide Talent Development Centers (TDC's) at higher education institutions. The TDC's are designed to build and implement new career pathways that will meet the workforce needs of employers while allowing individuals to earn industry-valued credentials, college credit, enter an apprenticeship program and ultimately earn an associate degree or enter into an articulated agreement towards a baccalaureate degree. Each TDC will serve as a "**Center for Excellence**" for career pathway development and implementation within a designated industry.

Proposals to establish a Talent Development Center will be accepted for the following seven industry clusters:

1. Transportation, Logistics and Distribution
2. Construction/Utilities
3. Advanced Manufacturing
4. Health Care
5. Retail, Hospitality and Tourism
6. Life Sciences

## 7. Financial Services

Each TDC will build and implement new career pathways focused on the specific needs of the focus industry.

The work of each TDC will be divided into two primary components:

Component 1: Build new career pathways

Component 2: Deliver career pathway programs

Each TDC will receive a total of up to \$1.2 million. A total of up to \$100,000 will be budgeted for Component 1 for each TDC. A total of up to \$1.1 million will be budgeted for Component 2 for each TDC.

Proposals must summarize all of the program components and planning requirements as outlined in this section. In addition, this section will provide additional parameters and program policies to which all proposals must conform. All applicants shall submit a written narrative (totaling no more than 15 pages) with each proposal.

It is expected that each Talent Development Center will be constructed slightly differently based on the specific workforce needs of each industry sector.

### **COMPONENT 1: BUILD NEW CAREER PATHWAYS**

Each TDC will receive up to \$100,000 to support the development of new career pathways and the dissemination of knowledge and expertise to other educational institutions and key stakeholders. All curriculum materials developed with the TDC funds will be made public and shared with other educational institutions.

An itemized budget and proposed reimbursement schedule must be included in the applicant's proposal regarding the use of these funds.

#### **Task 1a. Engage Employers**

The TDC effort will be driven by the needs of employers. Each TDC will work closely with the Talent Network in their focus industry to engage employers. Each TDC will develop an employer advisory group to guide the work of the TDC. Each TDC will recruit employers to offer work-based learning opportunities for participants and job opportunities for participants.

#### **Task 1b. Develop No Fewer than Three Career Pathways Programs in the Focus Industry**

Each TDC will develop no fewer than three career pathway programs each year. Each program will include the following six components.

1. Driven by industry needs and informed by extensive employer input
2. Leads to an industry-valued credential and be credit bearing so that the program can lead to further training and education

3. Incorporates work-based learning
4. Incorporates career awareness efforts for participants
5. Includes a partnership between multiple institutions and linkages to programs throughout a pathway
6. Blend various skill development strategies (literacy, occupational training, work-based learning)

TDCs are expected to strongly consider developing career pathway programs that are a registered apprenticeships.

Each career pathway developed should be structured within one of the following six variations of funding use:

Variation	Basic Skills	Disadvantaged Worker Training	Dislocated Worker Training	Incumbent Worker Training
1. Skill Advancement Credential Attainment/Advancement for Currently Employed Workers				X
2. Expanded Skill Advancement High School Equivalency/Basic Skills/Credential Attainment/Advancement for Currently Employed Workers	X			X
3. Pathway Occupational Training and Work Experience ( <i>disadvantaged adult</i> )		X		X
4. Pathway Occupational Training and Work Experience ( <i>dislocated worker</i> )			X	X
5. Expanded Pathway Basic Skills, Occupational Training and Work Experience ( <i>disadvantaged adult</i> )	X	X		X
6. Expanded Pathway Basic Skills, Occupational Training and Work Experience ( <i>dislocated worker</i> )	X		X	X

If needed, TDCs will develop curriculum for each career pathway program based on extensive employer input that will lead to an industry-valued credential. All curriculum materials developed with TDC funds will be made public and shared with other educational institutions.

Each TDC will develop a map for each career pathway that will illustrate the full steps in the progression of that pathway from entry point to various credential or degree attainment. The maps should clarify transition points and places where students/participants can easily enter or exit the pathway. Each map will be made available to students and jobseekers across the state through LWD's Career Connections website.

Each TDC will include in the proposal information of the specific career pathways to be developed based on existing knowledge of industry needs. During the first three months of the contract period,

each TDC will engage employers to further identify and refine the career pathways, through employer advisory group meetings.

NJLWD's Talent Networks have been working with the Targeted Industry Partnerships (TIPs) to identify needs of employers in their respective industries and to develop new career pathway models that meet those needs. The Advanced Manufacturing, Health Care and Retail, Hospitality and Tourism Talent Networks have identified career pathway models that are particularly promising. The Talent Development Centers in these three industries will be expected to further develop and implement the following career pathways. The Talent Development Centers in the remaining four industries will be expected to identify career pathway models that respond to industry needs.

Required Career Pathway models

Advanced Manufacturing:

- i. Registered internship/apprenticeship program, leading to an industry-valued credential and combining work-based learning

Health Care:

- i. Emergency Medical Technician to Paramedic Apprenticeship
- ii. Apprenticeship program for entry-level skilled Health Care positions
- iii. Certified Home Health Aide/Certified Nursing Assistants micro credentials program

Retail, Hospitality and Tourism:

- i. Hospitality Earn While you Learn
- ii. Retail IT Professional/Security Professional

LWD will provide information on each of these models at the Technical Workshop to any eligible entity that requests it.

**Task 1c. Serve as a Center of Excellence**

Each TDC will serve as a Center of Excellence in the focus industry. This will include the following:

- A. Provide technical assistance to secondary and post-secondary education staff to assist them to implement career pathways programs in the focus industry in their own institutions;
- B. Convene meetings/conferences/gatherings to further the goal of expanding career pathways in the focus industry;
- C. Participate in national/regional meetings to help disseminate the lessons learned by the TDC and to learn about models being implemented in other states; and
- D. Develop additional strategies to build a community of secondary and post-secondary education staff throughout the state to share lessons learned from the TDC.

**Task 1d. Develop and Implement a Sustainability Strategy**

Each TDC will be expected to develop and implement a strategy for sustaining the work of the TDC and the implementation of the career pathways developed by TDC. This will include developing partnerships with employers, local Workforce Development Boards, and foundations.

## **COMPONENT 2: DELIVER CAREER PATHWAY PROGRAMS**

Each TDC will receive up to \$1.1 million per year to implement the career pathway programs. LWD acknowledges that the expense of training varies within each industry. For planning purposes, each pathway program should have a budget of no more than \$6,000 per participant, based on justifiable expenditures. LWD may approve higher participant costs if the TDC provides justification. It is expected that each career pathway program will be implementing using multiple funding sources and will focus on three distinct populations of student participants:

- Dislocated Workers
- Disadvantaged Workers
- Incumbent (employed) Workers

Each career pathway will be expected to include a work-based learning component, and each TDC will be encouraged to use incumbent worker funds to partially support those efforts.

Each TDC will deliver the career pathway programs using funds from four separate sources, each with their own unique requirements. LWD will provide technical assistance in the appropriate use of each funding source.

### **Provide training to dislocated workers (\$450,000)**

Each TDC will be required to train dislocated workers to enable them to obtain an industry-valued credential. Emphasis will be placed on registered apprenticeship programs linked with a credit-bearing program that ultimately leads to an associate degree. A dislocated worker is defined as someone who is 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.

### **Provide training to disadvantaged workers (\$100,000)**

Each TDC will be required to train disadvantaged workers to enable them to obtain an industry-valued credential. Emphasis will be placed on registered apprenticeship programs linked with a credit-bearing program that ultimately leads to an associate degree. A disadvantaged worker is an individual who is either under-employed or currently receiving General Assistance, SNAP, and TANF benefits from the State or out-of-school youth between the ages of 16 and 24.

### **Provide training to upgrade the skills of incumbent workers (\$450,000)**

Each TDC will provide training to employed workers to provide work experience or classroom credential training to individuals on a career pathway.

This can take one of two forms:

- a. Work-Based Learning for Dislocated or Disadvantaged Workers as Part of a Career Pathway: Incumbent worker funds can be used to partially support the work experience component in a registered apprenticeship program or in a paid internship program leading to permanent employment.



- b. Credential Programs as part of a Career Pathway for Current Employees: Incumbent worker funds can also be used to provide training to incumbent workers to assist them to obtain an industry-valued credential and earn college credit. These efforts will assist organizations in becoming more productive and will assist employees to obtain skills that will advance their careers.

As with all state incumbent worker programs, the employer will be expected to contribute at least 50% of the total cost of the training.

**Provide literacy and basic skills training (\$100,000)**

Each TDC will provide literacy and basic skills instruction to assist participants to successfully complete a career pathway program and to obtain an industry-valued credential. These efforts will prepare students for entry into career pathway programs through the provision of basic skills and literacy training. Basic skills and literacy training should take place in a contextualized manner, closely connected to the occupational training being delivered in the career pathways. Each TDC will provide literacy and basic skills training to incumbent workers, dislocated and disadvantaged workers or out-of-school youth between the ages of 16 and 24.

An invoice, separated by funding source, will need to be submitted for each customer served.

**ADDITIONAL PROGRAM REQUIREMENTS**

Each TDC will be required to participate in the following:

- Training, technical assistance and coaching efforts to be determined by LWD
- An independent evaluation conducted by an outside entity to be selected by LWD

**C. Amount of Funding Available**

LWD is issuing this NGO to establish up to seven (7) Talent Development Centers focused on the following key industries: 1. Transportation, Logistics and Distribution, 2. Construction/Utilities, 3. Advanced Manufacturing, 4. Health Care, 5. Retail, Hospitality and Tourism, 6. Life Sciences, and 7. Financial Services. Up to \$1.2 million can be awarded for each Talent Development Center for the Fiscal Year 2018 from the following funding sources:

Component 1.

*Workforce Development Partnership (WDP) Program: \$100,000*

Component 2.

*Workforce Development Partnership (WDP) Program*

- Training for dislocated workers: \$450,000
- Training for incumbent workers: \$450,000
- Training for disadvantaged workers: \$100,000

*Supplemental Workforce Fund for Basic Skills (SWFBS): \$100,000*

The total funding available for these (7) Talent Development Centers will not exceed \$8.4 million for the Fiscal Year 2018 with a possible extension for an additional two years, contingent on successful performance outcomes and the availability of funds. This diversification of funding will assist the TDC in meeting the diverse needs of New Jersey residents and assist them in creating pathways utilizing blended funding streams.

#### **D. Eligible Applicants**

##### ***Eligible applicants include:***

- Public colleges and universities (including community colleges, four year colleges and universities)
- Independent not-for-profit colleges and universities

Local Workforce Development Boards are critical partners in the TDC initiative. Dislocated and disadvantaged workers receiving training from the TDC must be certified by the local One-Stop Operator, under the guidance of the local Workforce Development Board, as having met the eligibility criteria for the funding. TDC applications must demonstrate that the applicant is prepared and capable of executing a signed agreement with the applicable local Workforce Development Board(s) that details an established method for recruitment and timely eligibility determination of participants. At a minimum, such an agreement would address the parties to the agreement (e.g. Workforce Development Board, TDC, and One-Stop Operator) and their particular responsibilities. The agreement should define the responsibilities of the parties, clarify their particular roles, establish quantifiable goals and define successful completion.

#### **E. Qualifications of Applicants to Be Considered for Funding Under the Grant Program**

Successful applicants will be able to demonstrate subject matter expertise, experience engaging employers and experiencing delivering education and training within the selected industry.

All grant proposals must be submitted by eligible applicants listed above. The applicant will serve as the legally recognized fiscal agent for the grant project and the single point of contact for LWD. The applicant will be responsible for overseeing the implementation of all aspects of the grant, i.e., project and spending plan; grant project monitoring and reporting; and fiscal management.

All applicants will be evaluated on the basis of quality, comprehensiveness, completeness, accuracy and appropriateness of response to the NGO.

Each applicant must designate an individual in the proposal who will serve as the Director of the TDC.

Successful applicants must demonstrate the ability to partner with a wide array of organizations. Each application must identify all partners mentioned above in the application. Required partners include:

<b>Type of Partner</b>	<b>Number of Required Partners (lead applicants are included)</b>
Public high schools, charter schools, and county vocational schools.	2
Community Colleges	2
Four-Year Colleges and Universities (including independent not-for-profit colleges and universities and/or public colleges and universities)	1
Employers	10
Other Key Partners (depending on industry): Industry Associations Labor Unions Community Organizations Private Career Schools	3
Local Workforce Development Board	2
Workforce Innovation and Opportunity Act Title II Basic Skills and Literacy Providers	1

Partner(s) contact information must be included in your proposal. This includes name, address, e-mail address and phone number. Applicants should know that partners will be contacted to confirm their commitment as stipulated in the TDC proposal.

## EVALUATION CRITERIA

**E1. Standard Evaluation Criteria** - This Talent Development Center in Key Industries NGO is competitive and will be reviewed by a selection committee using a pre-established set of requirements, which will include, but are not limited to the following:

<b>Evaluation Criteria</b>	<b>Total Points = 100</b>
<p><b><i>Programmatic:</i></b></p> <ul style="list-style-type: none"> <li>• Title Page Signed and Dated</li> <li>• General Provisions Signed and Dated (see attached)</li> <li>• Identify all partners mentioned on page 6 section E</li> </ul>	0*
<p><b><i>Program Narrative:</i></b></p> <ul style="list-style-type: none"> <li>• Executive Summary (Limited to 2 pages)</li> <li>• Remaining Program Narrative (Limited to 10 pages) and must include responses to the following items:</li> </ul>	5
<p><b>1. Expertise / Capacity in the Focus Industry</b></p> <ul style="list-style-type: none"> <li>• Describe your institutions qualifications/expertise in delivering training and education to the specific industry sector. <ul style="list-style-type: none"> <li>- Each TDC applicant will describe their programs that have or are linked to college credit or articulation agreements towards a Baccalaureate degree.</li> </ul> </li> </ul>	10

<p><b>2. Strength of Partnerships</b></p> <ul style="list-style-type: none"> <li>List of partners, including name, address, e-mail address and phone number <ul style="list-style-type: none"> <li>Description of how the partners will be engaged.</li> </ul> </li> </ul>	10
<p><b>3. Construct Career Pathway models and develop Curricula</b></p> <ul style="list-style-type: none"> <li>Identify and describe three career pathway models <ul style="list-style-type: none"> <li>Refer to the six components on page 5.</li> </ul> </li> <li>Identify the process for further refining the pathway</li> <li>Identify proposed benchmark payments based on milestone completions of elements in the career pathway.</li> </ul>	15
<p><b>4. Provide training to incumbent, dislocated and disadvantaged workers</b></p> <ul style="list-style-type: none"> <li>Describe how the training plan proposed is aligned with specific industry training needs including class offerings, delivery format, and outreach plan.</li> </ul>	30
<p><b>5. Sustainability</b></p> <ul style="list-style-type: none"> <li>Describe the strategy for sustaining the work of the TDC including the implementation of the career pathway programs</li> </ul> <p>Describe how the TDC would maintain and grow partners in the industry?</p>	10
<p><b>6. Outcome/Performance Metrics</b></p> <ul style="list-style-type: none"> <li>At the completion of the grant, what worker-focused measurements will be utilized to evaluate/measure the grant's success?</li> </ul>	10
<p><b><i>Budget Summary and Budget Narrative:</i></b> (Limited to 2 pages)  <b><i>(Budgets for Component 1 and Component 2)</i></b></p> <ul style="list-style-type: none"> <li>Budget is reasonable</li> <li>Budget is within the cost guidelines of the NGO</li> <li>Budget Summary and Budget Narrative are clearly and accurately aligned</li> <li>Budget Narrative clearly and thoroughly describes the planned line item expenditures: <ul style="list-style-type: none"> <li>Component 1 - Budget includes the costs associated with the development of new career pathways and the dissemination of knowledge and expertise to other educational institutions and other key stakeholders</li> <li>Component 2 - Proposed benchmark payments upon milestone achievements</li> </ul> </li> <li>Calculations are error free</li> </ul>	10

*\*If any of these documents are not submitted, signed and dated, your proposal will be considered incomplete and, therefore, will not be reviewed by the selection committee.*

**E2. Program Narrative** - Your proposal must include all of the program components and planning requirements in the order outlined above. In addition, your program's proposal must adhere to the parameters and program policies as described herein.

Applicants must follow the following format requirements:

- Font – Times New Roman 12 point;
- Spacing – Double Spaced;
- Margins – 1” top and bottom and 1” side margins;
- Pages must be numbered – 1 of x pages, centered at the bottom of the page;
- Charts and graphs are allowed but must be clearly labeled and described;
- Applicant/Organization's name must be listed on each page; and

- Binders shall **NOT** be utilized for application submissions.

**E3. Program Outcomes/Reporting Requirements:** Applicants must demonstrate their ability to track and report program outcomes, participant data and monthly activity. Applicants must provide assurances that they own the proper management information system (MIS) to report results. Monthly reports are required in Microsoft (MS) Word and MS Excel programs. All reports must be mailed and electronically sent to LWD, as required. In addition, any issues or concerns between the grantee and any partner(s) should be promptly communicated to LWD.

Grantees will be required to complete and submit the following documents on a monthly basis:

- 1) A monthly activity and financial report, due by the 10<sup>th</sup> of each month, that lists all the activities of the program including, but not limited to:
  - (a) Detailed information on each student/participant (including social security number and demographic information) and their experience in the program (date of enrollment, date of completion of key program milestones, credential attainment);
  - (b) Characteristics of participating businesses and the number of trainees receiving services;
  - (c) Summary of training activity including class offerings, number of classes provided, and the number of clock hours for each course; and
  - (d) Summary of partnership activities including interactions with employers, industry association, labor unions, community organizations, Talent Networks, Workforce Development Boards (WDBs), One-Stop Career Center(s), training/education providers during the reporting period.

Note: LWD will specify the format for submission of data to ensure confidentiality and data security.
- 2) A monthly invoice is due by the 10<sup>th</sup> of each month, detailing expenses incurred for the prior month separated by Components 1 and 2. Expenses related to Component 2 must be separated by funding source for each customer served. Benchmark payments upon milestone achievements should be proposed in the application.
- 3) A closeout report, due within 60 days from the end of the grant period, shall include a compilation of all the monthly reports, including a full-year financial report and demographic information on total number of employers and trainees served. Final reimbursement will be subject to the submission of the final report and acceptance by LWD.
- 4) On occasion, grantees may be required to submit ad hoc reports on short notice to assist LWD to address requests for information.

The reporting forms will be provided and explained upon awarding of a contract.

**E4. Program Evaluation:** Program evaluation and grant close-out information must be submitted within 60 days from the contract end date. Examples of the types of information required to be submitted within the program evaluation include outcomes, barriers to meeting goals if applicable, best practices, etc. More detail will be provided at the Technical Assistance Workshop.

**E5. Budget Summary and Budget Narrative:** Budget Summaries and Budget Narratives reflecting the entire cost of the program, separated by Component 1 and Component 2, must be submitted. The Budget Summaries and Budget Narratives must also include all monetary and non-monetary funding sources or resources such as in-kind amounts within the budget if appropriate. Amounts reported on the Budget Summary must be fully supported by information provided in the Budget Narrative. The Budget Narrative must suggest payment benchmarks once a career pathway milestone is complete. Each pathway program should have a budget of no more than \$6,000 per participant. All items in the Budget Narrative must be listed in the same order as they appear on the Budget Summary. Applicants must provide justification for all aspects of the budget. State of New Jersey policies and regulations will be used as a guideline in the review of Budget submissions.

**E6. Proposal Content and Checklist:** To ensure consistency and fairness of evaluation, each applicant seeking funding under this grant program must submit an application that includes, the components listed below. All components in the proposal must be in the order as listed below. It is important to note that failure to include the required documentation may result in the application being removed from consideration for funding.

<i>Required</i>	<i>Page</i>	<i>Checklist</i>	<i>Included</i>
✓	Page 18	Applicant Title Page	
✓	Page 15	Table of Contents	
✓	Page 19	LWD General Provisions	
✓	Page 11	Identify all partners mentioned on page 11 section E	
✓	Page 12	Program Narrative	
✓	Page 10	Eligible Applicants	
✓	Page 14	Budget Summaries and Budget Narratives	

**E6a. Applicant Title Page:** The Applicant Title Page can be found on page 18. Complete all sections of the form and attach it to the front of the application, two (2) original signature pages are required. This is the first page of your application package. Insert the name of the Targeted Industry Sector your proposal covers in “Program Region.” Ensure Sections I and II are complete and all information is accurate on the form. The Chief Executive Officer of the lead agent must sign and date the form.

**E6b. Table of Contents:** List the various sections of the proposal along with the page numbers. Number pages of the proposal in the format of 1 of x.

**E6c. LWD General Provisions:** The General Provisions can be found on pages 19-27. Please carefully review and sign this document and include all pages of the general provisions in your grant proposal. The signature of the Chief Executive Officer indicates the organization's acceptance of these provisions.

## **F. Application Process**

All applicants must provide an application in accordance with the requirements listed within this NGO. All applications must be submitted by no later than 4:00pm to the address listed below in section G by the deadline date listed in section H below.

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

LWD will provide a mandatory technical assistance and training workshop to potential applicants. Applicants must attend one of these sessions.

**The dates of the workshop are:  
August 29, 2017 at 10:00 a.m. or September 8 at 10:00 a.m.  
Applicants need to attend only ONE of these days.**

New Jersey Department of Labor and Workforce Development  
1 John Fitch Plaza - 13th Floor Auditorium  
Trenton, New Jersey 08625

Registrants requiring special accommodations for the technical assistance and training workshop should identify their needs at the time of registration.

**September 8<sup>th</sup> at 10:00 a.m.**  
**2<sup>nd</sup> Technical Assistance Workshop: [Register Here](#)**

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

[http://lwd.dol.state.nj.us/labor/employer/training/incentives\\_training\\_index.html](http://lwd.dol.state.nj.us/labor/employer/training/incentives_training_index.html).

### **Technical Resource Contact Information**

Email Address: Howard.Miller@dol.state.nj.us

Help Desk: 609-633-6799

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

New Jersey Department of Labor and Workforce Development  
Attn: Patricia Moran, Ph.D., Assistant Commissioner  
Workforce Development & Economic Opportunity  
1 John Fitch Plaza, P.O. Box 055 – 7th  
Floor Trenton, New Jersey 08625-0055



## H. Submission Date

Technical Assistance Workshop	Submit Completed Application By:	Panel Review (Week Of):*
August 29, 2017 at 10:00 a.m. September 8, 2017 at 10:00 a.m.	September 29, 2017 by 4:00 p.m.	October 9, 2017

- **All applications must be received no later than 4:00 pm. September 29, 2017.**

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

All applications are subject to a Department panel review and final approval by the Commissioner of the Department of Labor and Workforce Development. Within 20 business days following the panel review date, applicants will be notified of the status of their application and any requested revisions. Upon completion of all requested revisions and re-submission of completed applications within the required timeframes, applicants will be notified of the final determination of their request within 20 business days.

# **Notice of Grant Opportunity**

## **Appendix**

### **Proposal Forms**

**TALENT DEVELOPMENT CENTERS:  
Building and Implementing Career Pathways in Key Industries**

**Fiscal Year 2018**

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

**WDP Talent Development Centers in Key Industries - Title Page**

**SECTION I:**

**FY 18**

TITLE OF NGO: Talent Development Centers in Key Industries  
DIVISION: Workforce Development and Economic Opportunity  
OFFICE: Customized Training  
INDUSTRY: \_\_\_\_\_

**SECTION II:**

CONTACT NAME: \_\_\_\_\_ COUNTY OF ORGANIZATION: \_\_\_\_\_  
APPLICANT AGENCY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PREVIOUS FUNDING: Agency received funding from the NJ Department of Labor and Workforce Development within the last two years of submission of this application.

YES  NO

PROJECT DIRECTOR (Please print or type name): \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_  
E-MAIL: \_\_\_\_\_  
BUSINESS MANAGER: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_  
E-MAIL: \_\_\_\_\_  
DURATION OF PROJECT: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

TOTAL AMOUNT OF FUNDS REQUESTED: \$ \_\_\_\_\_

APPLICATION CERTIFICATION: *To the best of my knowledge and belief, the information contained in the application is true and correct. The document has been duly authorized by the governing body of this agency, and we will comply with the attached assurances if funding is awarded.*

\_\_\_\_\_  
SIGNATURE OF CHIEF EXECUTIVE OFFICER TITLE DATE

(Please print or type name)

**\*FAILURE TO INCLUDE A REQUIRED APPLICATION COMPONENT CONSTITUTES A VIOLATION AND WILL RESULT IN THE APPLICATION BEING ELIMINATED FROM CONSIDERATION.**

**SECTION III:**

SEND OR DELIVER PROPOSALS TO:  
**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
DIVISION OF WORKFORCE DEVELOPMENT AND ECONOMIC OPPORTUNITY  
ATTN: PATRICIA MORAN, ASSISTANT COMMISSIONER  
1 JOHN FITCH PLAZA  
PO BOX 055, 7<sup>TH</sup> FLOOR  
TRENTON, NJ 08625-0055**

APPLICATIONS MUST BE RECEIVED BY:  
**4:00 pm on September 29, 2017**

**NO FACSIMILE SUBMISSIONS WILL BE ACCEPTED.**

**GENERAL PROVISIONS**

**1) DEFINITIONS**

For the purpose of this document, 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 company, agency, organization or consortium of same which has applied for and been granted funds under the Workforce Development Partnership (WDP) program for customized training services. Contractor or Subcontractor is defined as any company, agency, organization, individual or consortium of same retained by the grantee or contractor to provide any portion of the customized training services funded under this agreement.

**2) ALLOWABLE COSTS**

Funds expended in this project shall be those as stated in the budget summary of this contract for the purposes and functions outlined in the approved application and program specifications set forth in this agreement, unless changed by an approved modification. The contractor/grantee shall be entitled only to reimbursement for actual expenses incurred or obligated during the contract/grant period or during an approved extension agreed upon by the contractor/grantee and LWD, and only in the amount specified in the budget summary. All obligations shall be liquidated within 60 days of the completion of the contract period or an approved extension.

Should any funds under this agreement be used for the purpose of satisfying any contractor/grantee or subcontractor pooled costs (i.e., indirect costs or general and administrative), it is the sole responsibility of the contractor/grantee to provide documentation substantiating such cost. LWD retains the right to question this or any other costs charged to this grant or contract.

LWD reserves the right to cap and deny any requests associated with pooled costs (i.e., indirect or general and administrative). It is incumbent upon the contractor/grantee to provide sufficient documentation regarding such requests including documentation of its development and components and approval by the appropriate cognizant agency. Funding of the budgeted amount of the pooled costs in this grant/contract does not imply approval by LWD of the amount or method of calculation.

**3) REPORTING REQUIREMENTS AND PAYMENT METHOD**

A) Payments to the grantee or on behalf of the grantee shall be issued only after the services have been completed according to the schedule specified in this agreement and upon receipt of the requisite financial and narrative reports and other forms required by the grantor and upon appropriate certification by the director of finance and accounting of LWD.

B) The following is required to be submitted in a form satisfactory to LWD. At its discretion, LWD may request additional reports.

Payment Voucher (Form PV 6/93) – This form, with supporting participant enrollment information, will be submitted to LWD for cash disbursements on a monthly basis to ensure deliverables are achieved on time and meet full grant utilization.

A Final Closeout Narrative Report shall be submitted by the grantee within 60 days of the termination of the agreement setting forth the results of providing the customized training services funded under

this agreement. The report will include but not be limited to information concerning a

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

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

#### **4) PERFORMANCE**

- A) The grantee assures that performance will be in accordance with and within the period of this agreement and the approved application. The grantee further agrees to comply with all applicable laws, ordinances, charters and regulations governing this agreement, as well as all assurances and certifications required by LWD. The grantee is solely responsible for the performance of any contractor or subcontractor as stated in a contract or subcontract approved by LWD. The grantor will interpret all reports and will decide the acceptability and progress of work performance.
- B) The grantee shall constantly monitor the performance of the grant supported activities to assure that time schedules are being met, projected work units by time periods are being accomplished and other performance goals are being achieved as applicable and as defined in the approved application and under this agreement. Grantees must complete at least 30 percent of the training within the first six months of the contract start date. Failure to comply may result in the deobligation of the unexpended funds.
- C) The grantee shall inform LWD of the following types of conditions which affect program objectives and performance as soon as they become known: problems, delays or adverse conditions which will materially affect the grantee's ability to attain program objectives, prevent the meeting of time schedules and goals or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated, and any LWD assistance needed to secure satisfactory performance under the agreement.
- D) LWD may periodically make on-site visits to:
- Review program accomplishments and management control systems;
  - Provide technical assistance as may be required; and
  - Perform fiscal monitoring responsibilities to ensure that funds are being properly expended and in a timely manner.
- E) None of the work or services covered by this agreement shall be contracted or subcontracted without the prior written approval of the grantor. Any work or services contracted or subcontracted out hereunder shall be specified in detail by written contract or subcontract. The grantee and contractor agree to impose similar conditions upon any contractor or subcontractor to ensure their compliance with all the terms of this agreement. The grantor retains the authority to review and approve or disapprove all contracts or subcontracts executed to provide the customized training services for which funding are being provided under the WDP. At the grantor's request, the grantee or contractor will promptly forward copies of any contracts or subcontracts and fiscal, programmatic and other material pertaining to said contractor or subcontracts.

## **5) RECORDS**

All documents, patents, copyrights, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, reports, plans and other materials prepared by the contractor/grantee in connection with the grant are the property of said grantee, contractor or subcontractor. 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 the grantor upon notice given to the grantee or contractor and shall promptly be made available to the grantor for inspection. The grantor agrees to take all reasonable steps necessary to safeguard the grantee's, contractor's or subcontractor's proprietary interest in these materials.

**Retention** – The contractor/grantee performing under this contract 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 termination date of this agreement. The aforementioned records will be retained beyond the seven years if any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records will be retained until the litigation, audit or claim has been finally resolved. The contractor/grantee agrees to insure that contractors or subcontractors retain records in accordance with these requirements. In the event of the termination of the relationship between the contractor and grantee, the grantee shall be responsible for the maintenance and retention of the records of any contractor or subcontractor unable to retain them.

**Access** – The grantor may investigate any matter it deems necessary to determine compliance with the New Jersey Employment and Workforce Development Act, P.L. 1992, C. 43, or any other relevant state laws or regulations. The investigations authorized by this provision must be reasonable and conducted in a manner that minimizes disruption to the grantee's or contractor's place of business and may include examining records (including making certified copies thereof, with the exception of proprietary information), questioning employees and entering any premises or onto any site in which any part of a program of the contractor/grantee is conducted or in which any of the records of the grantee, contractor or subcontractor are maintained.

## **6) MODIFICATIONS**

Modification to the agreement will be made in accordance with procedures prescribed by the grantor effective at the time of submission of the modification. A grant modification will not be considered unless all invoicing is current and up to date.

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

## **7) CONFLICTS OF INTEREST**

The contractor/grantee shall avoid organizational conflicts of interest and their personnel shall avoid personal conflicts of interest or the appearance of conflicts of interest in receiving or awarding financial assistance and

in the conduct of procurement activities in accordance with the code of conduct requirements of financial assistance programs set forth in applicable state laws. Any gratuities in the form of entertainment, gifts or otherwise offered by the contractor/grantee, its agent or representative to any office or employee of LWD with a view toward securing this contract or securing favorable treatment with respect to the awarding, amending or the making of any determination will render the contract voidable at the option of LWD, and may justify further action under applicable state laws.

## **8) MONITORING, EVALUATION AND AUDIT**

- A) The contractor/grantee agrees to cooperate with any monitoring, evaluation and/or audit conducted by the grantor or their designees and authorized agents.
- B) The contractor/grantee will maintain its records and accounts in such a way as to facilitate the preparation of financial statements in accordance with generally accepted accounting principles and the audits thereof and ensure that subcontractors/subgrantees also maintain records which are auditable. The contractor/grantee is responsible for any disallowed costs resulting from any audit exceptions incurred by its own organization or that of its subcontractors.
- C) Contractors/Grantees who are governmental or nonprofit organizations and receive over \$500,000 in either state or federal funds agree to have an audit conducted which meets the requirements of the Single Audit Act (31 U.S.C. 75), and federal OMB Circular A-133, *Audits of States, Local Governments and Nonprofit Organizations*. Government and nonprofit organizations receiving more than \$100,000 in combination of state and federal funds agree to have a financial audit in accordance with Government Auditing Standards (Yellow Book Standards).
- 1) To meet these requirements, the contractor/grantee's audit reports must include the auditor's opinion on the contractor/grantee's compliance with the material terms and conditions of state grant agreements, state aid programs and applicable laws and regulations.
- 2) Contractor/Grantee audit reports must contain a supplemental schedule of the entity's state grant and state aid financial assistance programs. This schedule must show for each program:
- State Grantor Organization;
  - Program Title;
  - State Account Number;
  - Program Account; and
  - Total Disbursements.
- D) Contractors/Grantees who are for-profit companies and receive \$100,000 in either state or federal funds agree to have an independent audit which includes one of the following:

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



LWD reserves the right to accept alternate assurances of contractor/grantee compliance in the event an independent audit cannot be provided.

- E) LWD reserves the right to build upon the audit received. Interim audits may be conducted at the discretion of LWD.
- F) Contractors/Grantees agree to provide full access to their books and records and to any audit or review of financial and compliance requirements of LWD.
- G) Contractors/Grantees who are government or nonprofit organizations must comply with federal cost principles as established in OMB Circulars A-87, A-21 or A-122. These circulars establish government wide cost principles, including a requirement that salaries and wages charged to this contract be supported by personnel activity reports.

## **9) DISPUTES**

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

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

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

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

## **10) TERMINATION**

- A) Termination for Convenience – The grantor or contractor/grantee may request a termination for any reason. The grantor or contractor/grantee shall give 30 days' advance notice, in writing, to the other parties to this agreement of the effective date of such termination. The contractor/grantee shall be entitled to receive just and equitable compensation for any services satisfactorily performed hereunder through the date of termination.
- B) Termination for Cause – The grantor may terminate this agreement when it has determined that the contractor/grantee has failed to provide the services specified, or complied with any of the provisions contained in this contract or approved application, or otherwise breached the terms of this agreement. If the contractor/grantee fails to perform in whole or in part under this agreement, or fails to make sufficient progress so as to endanger performance, or otherwise breaches the terms of this agreement, the grantor will notify the other parties to this agreement of such unsatisfactory performance or breach in writing. The contractor/grantee has 10 working days in which to respond with a plan agreeable to the grantor for correction of the deficiencies. If the contractor/grantee does not respond within the appointed time with corrective plans satisfactory to the grantor, the

grantor will serve a termination notice on the contractor/grantee which will become effective within 10 days after receipt. In the event of such termination, the grantor shall only be liable for payment for services rendered prior to the effective date of the termination, provided such services are performed in accordance with the provisions of this agreement.

### C) Termination or Reduction of Funds

- 1) The contractor/grantee agrees that major changes to this contract, both in terms of program content and funding levels, may be required prior to its implementation or during the term of its operations due to new or revised legislation or regulations. The contractor/grantee agrees that any such changes deemed necessary by the commissioner of LWD shall be immediately incorporated into this grant.
- 2) Unearned payments under this agreement may be suspended or terminated upon refusal to accept or satisfy any additional conditions that may be imposed by the grantor at any time.

## 11) LIABILITY AND INDEMNIFICATION

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

## 12) BONDING AND INSURANCE

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

## 13) PROPERTY

The contractor/grantee is responsible and accountable for all equipment and property purchased with funds under this agreement, including purchases made by any contractor or subcontractor receiving payments on behalf of the contractor/grantee. A current inventory of such property and equipment, with a value of \$1,000 or more, shall be maintained by the contractor/grantee. Procedures for property records are outlined in the state of New Jersey Treasury Circular 11-19, <http://www.state.nj.us/infobank/circular/cir1119b.pdf>, and the contractor/grantee shall follow those procedures. The contractor/grantee agrees to provide the same security and safekeeping measures for property paid for under this contract as the contractor/grantee provides for the same or similar property owned by the contractor/grantee. The contractor/grantee agrees to impose similar conditions upon any contractor or subcontractor engaged to provide services under this contract.

#### **14) TRAVEL AND CONFERENCES**

Conferences or seminars conducted by the contractor/grantee shall be held at the contractor/grantee's facilities or at public facilities whenever possible. The rate of reimbursement for mileage allowed for employees of the contractor/grantee or subgrantee(s) traveling by personal automobile on official business shall be the rate set by the State Appropriations Act (Act) and any amendments thereto, that are in effect at the time of travel.

Reimbursements for meals, lodging and travel shall be governed by the state travel circular "Travel Regulations" that is currently in effect at the time of travel. The current circular can be found at the following website <http://www.state.nj.us/infobank/circular/circindx.htm>.

#### **15) PRICE WARRANTY**

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

#### **16) NONDISCRIMINATION AND EQUAL OPPORTUNITY ASSURANCE**

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

- A) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin.
- B) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.
- C) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.
- D) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
- E) Americans with Disabilities Act (P.L. 101-336) which prohibits discrimination based on disabilities in the areas of employment, public services, transportation, public accommodations and telecommunications. It requires all affected entities (businesses) to provide reasonable accommodation to persons with disabilities.
- F) The grantee/contractor shall cooperate with any state or federal review aimed at determining compliance with nondiscrimination laws and regulations.
- G) The grantee/contractor shall indemnify, protect and hold harmless the state, its agents, servants and employees from and against any and all suits, claims, losses, demands or damages of whatever kind or nature arising out of the alleged violation.

## **17) CONTRACT CLOSEOUT**

- A) The following definitions shall apply for the purpose of this section:
- 1) Contract Closeout – The closeout of a contract is the process by which the grantor determines that all applicable administrative actions and all required work of the contract have been completed by the contractor/grantee.
  - 2) Date of Completion – The date by which all activities under the contract are completed, or the expiration date in the grant award document, or any supplement or amendment thereto.
- B) The contractor/grantee shall submit a closeout package within 60 days per the terms of the agreement, unless otherwise extended by the grantor, after completion of the contract period or termination of the contract. Closeout forms will be supplied by the grantor. In addition, a Final Narrative Closeout Report is required after completion of the contract period or termination of the contract. This report will include, but not be limited to, information concerning a summary of the results of program operation, barriers to training, a summary of trainee evaluation and feedback including successes such as return on investment, economic impact, employee promotions and certifications received.
- C) The contractor/grantee will, together with the submission of the closeout package, refund to the grantor any unexpended funds or unobligated (unencumbered) cash advances except such sums as have been otherwise authorized, in writing, by the grantor to be retained.
- D) Within the limits of the contract amount, the grantor may make a settlement for any upward or downward adjustments of costs after the final reports are received.
- E) The contractor/grantee is responsible for those costs found to be disallowed, including those of any contractor or subcontractor paid from funds under this grant or contract, and the grantor retains the right to recover any appropriated amount after fully considering the recommendations on disallowed costs resulting from the final audit, even if a final audit has not been performed prior to the closeout of the contract.
- F) The contractor/grantee shall account for any property received from the grantor or acquired with funds under this grant, including any property received or acquired by a contractor or subcontractor under this grant.

## **18) EXECUTION OF CONTRACT**

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

## **19) GENERAL ASSURANCES**

- A. The grantee or contractor, in conducting all activities under this approved contract, 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, state regulations and directives governing this program.

- B. The grantee or contractor assures that it will comply with financial, participant, programmatic record keeping and reporting requirements, participant eligibility criteria and allowable costs specified in state instructions.
- C. The grantee or contractor assures that it will fully comply with all federal and state laws regarding child labor, wages, workplace and classroom safety, health standards and other laws.
- D. The grantee shall be responsible for providing workers' compensation coverage for any worker participating as a trainee in customized training.
- E. The grantee agrees, as an essential condition for receiving funding for customized training services under the WDP program that if it relocates outside of New Jersey or outsources employee positions within three years following the ending date of the customized training contract, the grantee will promptly notify LWD and refund all money paid to the grantor, including payments made to any contractor or subcontractor on its behalf.
- F. The grantee or contractor agrees to retain only service providers located in the state of New Jersey to provide the customized training services funded under this agreement.
- G. This agreement and the incorporated application contain all of the agreements and understandings between the parties. All subsequent changes, amendments and modifications must be made in accordance with the provisions of this agreement.
- H. If any one or more provisions of this agreement are finally adjudicated to be unlawful or unenforceable by a court of competent jurisdiction, then this agreement shall be construed as if such unlawful provisions had not been contained herein.

**20) CONSTRUCTION**

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

**21) PROVISIONS TO WHICH AGREEMENT IS SUBJECT**

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 WDP funds. 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**

# Attachment B

Talent Development Center Dashboard		Report Date: XX		
Report Month: XX				
<b>Grant</b> Name of Applicant & Contact Person	<b>Grant Start Date:</b>			
<b>Allocation</b> \$ - list amount of award	<b>Grant End Date:</b>			
<b>Purpose:</b>	The program is designed to benefit			
<b>Status</b> <b>Comments:</b>	As of xx date assessment of progress			
Budget				
		Achievement to Date		<b>% of GRANT UTILIZED TO DATE</b> <i>(Based on courses both delivered &amp; invoiced)</i>
		Total amount invoiced	Year-to-Date Expended	
<b>Dislocated Worker Funding</b>	Total \$ amount available to spend for the reporting month			
<b>Disadvantaged Worker Funding</b>	Total \$ amount available to spend for the reporting month			
<b>Incumbent Worker Funding</b>	Total \$ amount available to spend for the reporting month			
<b>Commissioner's Discretionary Funding</b>	Total \$ amount available to spend for the reporting month			
<b>Supplemental Workforce Fund for Basic Skills</b>	Total \$ amount available to spend for the reporting month			
Explanation				
<i>Describe any issues/concerns</i>				
<i>Status of invoices and receipts</i>				

**Activities**

**List of Class Offering**

Class Name	Achievement to Date					Explanation
	Number of Classes Provided	Number of Clock Hours	Number of Students Started	Number of Students Completed	Class Completed Yes/No	
<i>Ex. CLASS 1</i>						
<i>Ex. CLASS 2</i>						
<i>ETC.</i>						

**Return on Investment**

Program Outcomes	Achievement to Date			Comments
	Number of Jobs Created	Number of Jobs Retained	Number of Advancement	
Total Monthly Status of Trainee Activities				

**Reportable benchmarks are subject to individual proposals.**