



**COMPETITIVE BID  
FOR  
ATLANTIC COUNTY ONE-STOP SYSTEM OPERATOR/COORDINATOR OF SERVICES**

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**LOCATION FOR BID SUBMISSION:**

Atlantic County Division of Budget and Purchasing  
County Office Building  
1333 Atlantic Avenue, 6<sup>th</sup> Floor  
Atlantic City, NJ 08401

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## BACKGROUND AND GENERAL INFORMATION

In July 2014, the Workforce Innovation and Opportunity Act (WIOA) was signed into law. WIOA is designed to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy. Congress passed the Act by a wide bipartisan majority; it is the first legislative reform in 15 years of the public workforce system. WIOA supersedes the Workforce Investment Act of 1998 and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973.

The Atlantic County Workforce Development Board (ACWDB) is one of 17 workforce development boards across the state that direct federal, state and private funding resources for educational and occupational skills programs. The ACWDB is a business-led, policy setting board that oversees workforce development initiatives in Atlantic County. Appointed by County Executive, the ACWDB is composed of business, civic, education, labor, and community leaders.

As is required by federal law, the Board's Chair is a member of the private sector. The current Chair is Riaz Rajput of Global Community Services in Atlantic City. The Vice-Chair is James Drew, Human Resources Manager of the Borgata Hotel Casino in Atlantic City. The ACWDB employs a staff of full-time professionals and maintains its office in Pleasantville. The Board consists entirely of volunteers. All Board meetings are open to the public.

The ACWDB oversees workforce development efforts in Atlantic County. In addition to responsibilities mandated under the Federal Workforce Investment Act, Boards have been called upon to play a major role in a variety of key state initiatives, and to define their vision, mission and goals based on local community needs. The Workforce Innovation and Opportunity Act (WIOA) of 2014 authorize local Workforce Boards to develop and oversee a local one-stop delivery system for the provision of workforce services to job-seekers and employers in the local region. The ACWDB is issuing this competitive bid to solicit qualified entities with the expertise and capacity to manage the day-to-day operations of the Atlantic County One-Stop Career Center as well as convene and coordinate services provided by the required One Stop partners that may or may not be located in the One -Stop Career Center.

The establishment of a One-Stop delivery system is a cornerstone of the reforms contained in Title I of WIOA. The One-Stop system is designed to enhance access to services and improve long-term employment outcomes for individuals seeking assistance. The regulations define the system as consisting of one or more comprehensive, physical American Job Center(s) in a local area that provide the core services specified in WIOA.

## B. Method of Solicitation

Notice of this bid will be published in the Press of Atlantic City. The bid and all accompanying attachments will also be posted on Atlantic County's purchasing website: <http://www.atlantic-county.org/purchasing/>

## C. Eligible Bidders

The One-Stop Operator/Coordinator or Manager of Services must be a single entity (public, private, or non-profit) or a consortium of entities that, at a minimum, includes three or more of the required One-Stop partners of demonstrated effectiveness, located in the local area. Entities selected and serving as One-Stop operator are sub-recipients of a Federal award and thus are required to follow the Uniform Guidance. Entity may need to coordinate services at more than location, but there is only one (1) one-stop career center located within this local area.

The types of entities that are eligible to be the One-Stop Operator/Coordinator or Manager of Services include:

- a) A government agency or government unit, such as a County government or a State agency;
- b) An Employment Service State agency established under the Wagner-Peyser Act;
- c) A Community-based entity, nonprofit entity or workforce intermediary;
- d) A private for-profit entity;
- e) A local Workforce Development Board if approved by the local Chief Elected Official and the Governor;
- f) Other interested entity that is capable of carrying out the duties of the One-Stop Operator/Coordinator, such as a local chamber of commerce, other business organization or labor organization;
- g) An educational institution, such as an institution of higher education or a nontraditional public secondary school, such as a night school, an adult school, or an area career and technical education school.

**Note:** Elementary schools and Secondary Schools are not eligible to be selected as the One-Stop Operator/Coordinator or Manager of Services

## D. Contract Term

It is the intent of the ACWDB to award a single contract for the operator services identified herein. The expected contract term under this solicitation will be for PY '17 (July 1, 2017 through June 30, 2018), provided that sufficient funds for the contract term remain available. The ACWDB will have the option to renew the contract for up to three (3) additional one-year periods on condition that the successful entity meets or exceeds performance and outcome benchmarks outlined in the Contract Renewal section of this document.

## E. Contract Funds

The funding for this contract can be between \$35,000.00 to \$55,000.00

## A. Resources

The below resources are offered to provide federal and state legislative, regulatory, policy and guidance regarding the Workforce Innovation and Opportunity Act (WIOA) and related One-Stop operations context that is not intended to be exhaustive.

**WIOA Overview:** <http://www.doleta.gov/WIOA/Overview.cfm>

**A copy of the WIOA and regulations:** <https://www.doleta.gov/WIOA/>

**Workforce Innovation and Opportunity Act (WIOA):** <http://www.doleta.gov/WIOA/docs/BILLS-113hr803enr.pdf>

**WIOA Final Rules and Resources –** [https://doleta.gov/wioa/Final\\_Rules\\_Resources.cfm](https://doleta.gov/wioa/Final_Rules_Resources.cfm)

**WIOA Fact Sheet: One-Stop Career Center:** [http://www.doleta.gov/WIOA/Docs/WIOA\\_OneStop\\_FactSheet.pdf](http://www.doleta.gov/WIOA/Docs/WIOA_OneStop_FactSheet.pdf)

**New Jersey Career Connections website:** <http://careerconnections.nj.gov/>

**New Jersey One-Stop Operator Competitive Selection (pg. 44):**

<http://lwd.state.nj.us/labor/wioa/documents/resources/njcombinedstateplanforwioa2016.pdf>

**New Jersey One-Stop Certification – FAQ:**

[http://careerconnections.nj.gov/careerconnections/plan/support/DSCCites/one\\_stop\\_career\\_center.shtml](http://careerconnections.nj.gov/careerconnections/plan/support/DSCCites/one_stop_career_center.shtml)

**Pathways and Partnership: Blueprint for Talent Development (Blueprint):**

<http://lwd.state.nj.us/labor/wioa/documents/resources/OverviewBlueprintTalentDevelopment.pdf>

**NJ Talent Networks:** [http://careerconnections.nj.gov/careerconnections/partners/talent/talent\\_networks.shtml](http://careerconnections.nj.gov/careerconnections/partners/talent/talent_networks.shtml)

**On-Ramp for Jobseekers (web portal for the jobseeker):** <https://webos.dol.state.nj.us/Career/Login.aspx>

**On-Ramp for Employers (web portal for the employer):** <https://webos.dol.state.nj.us/Talent/Login.aspx>

**New Jersey Combined State Plan for WIOA 2016:**

<http://lwd.state.nj.us/labor/wioa/documents/resources/njcombinedstateplanforwioa2016.pdf>

The ACWDB has developed a Local Plan that contains significant information about the co-located and non-co-located partners at the one-stop service delivery site, as well as labor market information about the area. Since the information is readily available to bidders, it will not be repeated in this BID. The July 1, 2016 to June 30, 2020 Local Strategic plan may be accessed directly at <http://atlanticcountywdb.com/> under the "Strategic Plans" tab. In addition, the Local WIOA planning documents may be obtained in electronic format upon request via an email directed to Ms. Rhonda Lowery, Executive Director at: [lowery\\_rhonda@aclink.org](mailto:lowery_rhonda@aclink.org)

## PROPOSAL PROCESS

### Proposal Timeline

Saturday, April 1, 2017	Public Notice regarding dates of bid release.
Monday, April 3, 2017	Bid issued by the office of the Atlantic County Division of Budget and Purchasing
Wednesday, April 12, 2017	Written question deadline
Friday, April 14, 2017	Responses to written questions sent to all interested parties
Friday, May 12, 2017	Proposals due to the office of the Atlantic County Division of Budget and Purchasing
Monday, May 15, 2017	Proposals distributed to the ACWDB staff person
Wednesday, May 17, 2017	Proposals distributed to ACWDB review committee
Tuesday, May 23, 2017	Evaluations due back to ACWDB from review committee

The ACWDB reserves the right to adjust the schedule when it is in the best interest of the Board or to extend any published deadline in this bid upon notification to those who have submitted a proposal.

The Proposal must be received at the office of the Atlantic County Division of Budget and Purchasing Friday, May 12, 2017 at 4:00p.m EST. The prospective Applicant is solely responsible for ensuring that anything sent to the office of the Atlantic County Division of Budget and Purchasing arrives on time. The office of the Atlantic County Division of Budget and Purchasing is located at the:

Atlantic County Division of Budget and Purchasing  
County Office Building  
1333 Atlantic Avenue, 6<sup>th</sup> Floor  
Atlantic City, NJ 08401  
Phone: (609) 343-2268  
Fax: (609) 343-2193

## Questions and Requests for Clarification

Questions and requests for clarification must be submitted and received in writing via email by April 12, 2017 no later than 4:00 p.m. EST to:

Palma Conover, QPA  
Atlantic County Division of Budget and Purchasing  
County Office Building  
1333 Atlantic Avenue, 6<sup>th</sup> Floor  
Atlantic City, NJ 08401  
conover\_palma@aclink.org

Any verbal questions or requests for clarification will not be answered unless put in writing and received by the April 14, 2017 deadline. Further, the ACWDB reserves the right to reject any or all requests for clarification, in whole or in part if received after the April 14, 2017 – 4:00 p.m. EST deadline.

All questions and responses to written questions and requests for clarification will be answered by April 21, 2017 and sent to all interested parties.

To avoid actual and perceived conflicts of interest, or undue influence over the process, all applicants (including current contractors if a bid is submitted) are prohibited from contacting any ACWDB member, ACWDB committee member or ACWDB staff regarding this bid.

Contact with any ACWDB affiliate for purposes of influencing the outcome of the procurement will result in disqualification of the prospective applicant from this competitive procurement process.

## ONE-STOP OPERATOR/COORDINATOR OVERVIEW AND REQUIREMENTS

The following elements related to the coordination/management of Career Services should be covered in detail in any response to the bid.

### Requirements of High-Quality One-Stop Centers

- One-Stop Centers provide excellent customer service to job seekers, workers and businesses.
  - Reflect a welcoming environment to all customer groups who are served
  - Develop, offer and deliver quality business services
  - Improve the skills of job seeker and worker customers
  - Create opportunities for individuals at all skill levels and levels of expertise
  - Provide career services that motivate, support and empower customers
  - Value skill development
- One-Stop Centers reflect innovative and effective service design.
  - Use an integrated and expert intake process for all customers entering the One-Stop centers
  - Design and implement practices that actively engage industry sectors'
  - Balance traditional labor exchange services with strategic talent development
  - Ensure meaningful access to all customers
  - Include both virtual and center-based service delivery
  - Incorporate innovative and evidence based delivery model

- One-Stop Centers operate with integrated management systems and high quality staffing.

- Reflect the establishment of robust partnerships among partners
- Organize and integrate services by function
- Develop and maintain integrated case management systems
- Develop and implement operational policies
- Use common performance indicators
- Train and equip One-Stop staff (if needed)
- The One-Stop Staff should be highly trained career counselors

- Resources to assist in this endeavor:

- Training and Employment Guidance Letter WIOA No:4-15:

[http://wdr.doleta.gov/directives/attach/TEGL/TEGL\\_04-15.pdf](http://wdr.doleta.gov/directives/attach/TEGL/TEGL_04-15.pdf)

Applicants must clearly and completely demonstrate the organizational and management capacity necessary to ensure that the services and/or outcomes to be provided are achieved during the contract.

These include but are not limited to:

Delivering high quality, timely, complete, consistent, and compliant contracted services;

- Meeting or exceeding the contract objectives and performance goals; and
- Working effectively with ACWDB staff, other service providers and community partners.
- Establish and conduct regular meetings with one stop system partners to address, coordinate and remediate services for the local area.
- Submit monthly and/or quarterly statistical service reports to the ACWDB Executive Director.
- The incorporation of Community and Faith Based Organizations working in partnership with the One-Stop Career Center needs to be meaningful and intentional specific collaboration in efforts to assist the job seeker gain employment in jobs that provide a sustainable wage. WIOA establishes a number of federally-required partners in the One-Stop delivery system. These partners include:

- Title I programs for Adults, Dislocated Workers and Youth
- Title II Adult Education and Family Literacy activities
- Wagner-Peyser Act employment services programs
- The Vocational Rehabilitation program under Title I of the Rehabilitation Act
- The Senior Community Service Employment Program authorized under Title V of the Older Americans Act
- Postsecondary career and technical education programs authorized under the Carl D. Perkins Career and Technical Education Act
- Trade Adjustment Assistance authorized under the Trade Act
- Jobs for Veterans State Grants programs authorized under chapter 41 of Title 38, U.S.C.
- Employment and training activities under the Community Services Block Grant
- Employment and training activities of the Department of Housing and Urban Development
- State unemployment compensation program
- Ex-offender programs authorized under section 212 of the Second Chance Act
- Temporary Assistance to Needy Families (TANF) authorized under the Social Security Act, unless exempted by the Governor

Upon contract award, the entity shall designate a knowledgeable primary point of contact that shall have optimum day to day management and operational authority and be available to the ACWDB during normal WDB business hours (as further prescribed in the Scope of Work). During peak performance periods or emergencies, the entity's primary point of



contact and/or his/her designee(s) may be required to be available beyond these parameters. Contact information shall be made available to ACWDB leadership for after-hours assistance.

## **PROPOSAL GUIDELINES**

### **A. Submission of Proposals**

Proposals are to be submitted in 12 font, double-spaced, one inch margins and one-sided. Please provide **one (1) electronic version** to the Atlantic County Office of Budget and Purchasing, 6<sup>th</sup> Floor, 1333 Atlantic Avenue, Atlantic City, New Jersey 08401 by the date and time issued in this competitive bid.

Proposals submitted for consideration must include all of the following sections in the order stipulated and be numbered in the same manner. Please use the same categories in this competitive bid in the application. An IRS Form W-9 must be included with your proposal. We will not read or consider any materials beyond the specified page limit in the application review process. Applicants must submit a single audit with their proposal for consideration of funding. Atlantic County Government reserves the right to reject any proposal not in conformance with the requirements of this competitive bid.

### **PROPOSAL CONTENT AND FORMAT:**

Agencies should submit one proposal. Your proposal should be in the exact order stipulated in this competitive contract and utilize the same category headings.

Application submitted in response to this competitive contract must consist of four separate and distinct parts.

- Proposal Cover Sheet - Appendix 1
- Program Narrative (no more than 25, double-spaced pages)  
All information required to develop the program narrative is contained in section A. Program Narrative below.
- Program Budget and Budget Narrative (no more than 3, double-spaced pages)  
Refer to section B. Budget and Budget Narrative and Appendix 2 below.
- Other Required Documents
  - Management resumes
  - References
  - Statement of Assurances - Appendix 3
  - Standard Assurances & Certifications - Appendix 4

## B. Selection Criteria

The arrangement of criteria is not meant to imply the order of importance in the selection process. Proposals will be reviewed by a group of at least three no more than five evaluators. The review team will make recommendations, which will be forwarded to the WDB for final approval. Applicants must earn a minimum overall score of 75% or 128 points for consideration of funding. Proposals shall be evaluated based on the following criteria:

CRITERIA	POINTS AVAILABLE
<b>A. Organizational Capacity</b>	
Alignment with WIOA Program Goals	10
Prior experience in delivery of similar programs	10
Management Staff Resume(s) & Qualification(s)	20
Organizational Chart	10
<b>Organizational Capacity Total</b>	<b>50</b>
<b>B. Program Elements/Operational Plan</b>	
Information Management Systems experience	10
Marketing/Public Relations plan	20
Service Integration and Coordination of Partners strategy	20
Employer and job-seeker workshops, hiring events, job fairs, and other related services organization and delivery methods	10
Operational plan development experience	20
Federal and State Performance Standard compliance strategies	20
<b>Program Elements/Implementation Plan Total</b>	<b>100</b>
<b>C. Budget</b>	
Proposed Budget Costs are reasonable	20
<b>Budget Total</b>	<b>20</b>
<b>Total Points Available</b>	<b>170</b>

## C. Right to File an Appeal

Any entity making application under this bid has the right to file an appeal. Pursuant to 29 CFR 97.36(b)(12) the Executive Director of the Atlantic County Workforce Development Board must receive a written request by the close of business no later than seven (7) working days from the date the applicant is notified of the status of the bid. The letter must include any information the applicant wishes to use/have considered, and an explanation why the information was omitted for its original submission. On behalf of the County of Atlantic, the ACWDB will review the letter and decide whether to hear the appeal based on the position presented in the letter. The applicant will be notified, in writing, within (10) working days for the receipt of the appeal. The determination of the Board shall be final. These procedures shall in no way provide an applicant with the ability to access the scoring records of the competitive bid nor provide access to the individual's scoring the proposal.

## PROPOSAL CONTENT AND INSTRUCTIONS

### A. Program Narrative

#### 1. Organizational Capacity

- a. **Alignment with WIOA Program Goals.** Briefly describe your entity's mission and/or vision. How does it align with this funding opportunity and its goals? Why is your entity in the best position to manage an innovative One-Stop delivery system? How does your organization propose to manage services align with the economy and workforce needs of the ACWDB's service area?
- b. **Experience.** Provide examples of types of relevant contracts that your entity has previously entered into, including type of contracting entity, location of the work, and general types of services provided. Include a description of the entities past experience with the One-Stop service delivery model under WIOA or similar programs. Describe any major workforce development achievements the entity has experienced outside of WIOA federal performance standards. If the entity has previously delivered WIOA services, or has overseen delivery of WIOA service contracts, please provide performance data for the most recent two program year's available and most recent program monitoring report in an attachment. Cite the page number for the attachment in this portion of the narrative.
- b. **Data and Performance Management.** The successful entity will be responsible for overseeing the tracking services and outcomes in the state case management One-Stop Operating System (OSOS) as well as any local data metrics currently under development.

The provider will be accountable for the integrity of the data presented and responsible for ensuring that staff is appropriately trained in the use of these systems. Explain how accountability and integrity will be assured throughout the system for this automation. It is intended that the OSOS data system will serve as the primary information management system for the One-Stop Center, without external supplementation. However, if it is your intent to supplement this with any other information management system(s), please explain. Explain your understanding of automated management systems and their connection to performance standards.

The One-Stop Operator/Coordinator will be responsible for developing, implementing and overseeing processes to collect, manage and utilize information about the system. How do you measure success for the One-Stop delivery system? How would you track the performance measures as described in 3. Program Outcomes and Deliverables of this bid?

Describe the strategies to be implemented to ensure federal and state performance standards and local objectives will be achieved; describe the methods to be used to measure and track success in addressing the primary objectives outlined in 3. Program Outcomes and Deliverables.

Describe how monthly reports will be submitted. Describe your approach to identifying points in performance that would be "triggers" to take action to avoid performance failure, and how information will be used to make decisions that will improve efficiency and effectiveness. How will you ensure that providers input timely data entry on program participants and validate program eligibility? Give examples of midcourse corrections made in order to ensure successful outcomes.

The successful entity must identify assessment instruments to be used and must demonstrate how assessment data will be tracked. Assessment instruments identified should address primary objectives by assisting the service provider in identifying skill levels (including literacy, numeracy, and English language proficiency), aptitudes, abilities (including skills gaps), and supportive service needs and should lend themselves to pre and post assessment opportunities to ensure aggregate data can be tracked. Provide an assurance that data will be tracked

and reported in accordance utilizing required OSOS reporting/case management system and additional systems as may be prescribed.

**d. Organizational Structure & Proposed Staff.** The operator will be required to either name an individual to act as the full-time One-Stop System Manager, or describe the desired qualifications of a new hire. Describe how the System Manager will function in a supervisory capacity at the Center, in particular when dealing with functional supervision of state, merit based staff, WIOA staff and other one stop partner staff, which in all cases would not be direct reports. If the individual has already been identified, provide a resume. If the individual will be a new hire, list the qualifications, process for selection, and timetable you will use to identify and hire an appropriate person.

Provide an organizational chart that shows how the staff will fit into the bidder's overall entity. Describe what precautions are taken to determine whether personnel are suitable to work with vulnerable populations. Currently, the One-Stop Center has a limited number of staff proficient in Spanish, or other foreign languages to the extent possible; explain how you will ensure adequate availability of these skills.

How will you manage staff communications and staff satisfaction? How will you manage the process for addressing center grievances (internal and external)? How will staff development plans be created and managed?

If the entity has a Board, included identification of board members (this may be expressed as a link to a website that identifies board members.)

## *2. Program Elements / Implementation Plan*

The ACWDB has an established One-Stop Delivery system that serves as a community resource for both job seekers and employers to increase the efficiency with which the right person is matched with the right job, and to offer an abundance of career exploration and job readiness resources in a user-friendly, customer-focused, results-driven environment. This system is based on the following WIOA principles:

- Demand driven focus
- Streamlining services
- Empowering individuals
- Universal access
- Increased accountability
- Strong leadership, oversight and management roles for local Workforce Boards and the private sector
- Local flexibility
- Improved youth programs and outcomes

In addition the ACWDB has established the following tenets that must be followed by the successful bidder for one-stop operator in the ACWDB's service region:

1. The one-stop meets all accessibility standards and presents a professional, well-maintained environment.
2. The one-stop will provide quality service to all job seekers regardless of age and to all companies regardless of size or industry type, using data as well as customer input to drive both improvement and quality service.
3. The one-stop will be run efficiently using Lean and/or other system approaches ensuring efficient and effective investment of public funds and resulting in the attainment of WIOA and other grant goals.

4. The one-stop must partner with the ACWDB to bring in other resources beyond WIOA and must implement services provided through these resources in a seamless fashion to both companies and job seekers.
5. The one-stop must fully incorporate WIOA mandated and other community partners in career center operations through integrated staff management and must also provide services at both the center and in the community, and
6. The one-stop will be fully aligned with the ACWDB strategic plan, providing consistent focus on the critical and emerging industries in the region.

To this end, the ACWDB will consider proposals representing the supportive elements of information management, marketing and public relations, service integration and coordination, and facility coordination.

a. **Population Served.** Describe the population to be served (target population and eligibility). Discuss the proposed philosophy, approach and implementation plan for outreach and recruitment of diverse target groups. Address how the Center will serve people with disabilities, limited English Proficiency, and prioritized populations (i.e., recipients of public assistance, other low income individuals, veterans, and individuals who are basic skills deficient).

Discuss how you would manage your assessment and referral process. How would your agency manage this function to ensure accuracy? How will you determine appropriateness to minimize the risk of public investment? Not all customers will be determined eligible or appropriate, but the program should still address their workforce needs. Describe the process for ensuring these individuals do not "fall through the cracks."

Discuss varying orientation techniques for the Career Center and the system as a whole. How will you ensure that people who come to the Career Center will know about the services and programs available? Discuss how these sessions may be coordinated with other partners in the One-Stop. Propose the content of customer orientation. Include how services will be delivered to meet the needs of the target population.

b. **Required Elements.** The One-Stop Operator will be responsible for coordination, management and development of the day to day on-going services of the One-Stop delivery system and center. The One-Stop system shall include but not be limited to:

- Provision of career services;
- Access to training services;
- Access to employment and training activities;
- Access to programs and activities carried out by all WIOA one-stop partners;
- Access to data, information, and analysis for the local labor market;
- Provision of job search, placement, recruitment, and employment activities.

Bidders are strongly encouraged to read the full WIOA to understand the scope of authorized activities.

Describe how required activities will be managed. Describe creative or innovative ideas you have for one-stop system services and how you would implement those ideas (demonstrate knowledge of best practices or evidence-based practices.)

- For Information Management, describe your experience in working with a transactional customer database such as the One-Stop Operating System (OSOS) or another. This may also include on-line tools that jobseekers and one-stop staff could utilize in their job search.
- For Marketing and Public Relations, describe how you will develop an overall marketing plan. Include your ideas for marketing the One-Stop delivery system and describe marketing techniques you have used in the past. How will you evaluate the effectiveness of marketing strategies? How will you assist the staff in developing a public image for the center and improve public relations?

- For Service Integration and Coordination, it is the ACWDB's expectation that the One-Stop center staff of all programs can be organized by function or by program and with a successful outcome in mind for both the employer and the job seeker. How will you develop and implement a functional approach to multi-partner office operations? Describe your experience with supervision within a multi-partner environment similar to the One-Stop. Describe the process by which operational procedures will be developed. In addition, the State WIOA Performance Committees have established the attached matrix of goals and metrics. One-Stop Operator Proposals must fully describe how their program design will support these goals so that metrics for WIOA service providers, co-located and non-co-located partners will be met.
- For Workshops and Events, the One-Stop Operator will be expected to coordinate with the Service Provider representatives under the WIOA program and other co-located partners, as well as fulfill business service responsibilities that include developing and providing employer and job-seeker workshops, hiring events, job fairs, and other related services. Describe your related experiences in these areas. Workshops may be topical (financial literacy, parenting, etc.) or career-related (job search workshops, mock interviews, etc.) Describe the process to ensure that workshops will be relevant and beneficial to clients, as well as the process for determining frequency and timeliness of workshops/events/special programs.
- For Facility Responsibilities, describe your experience in managing a property with multiple tenants. How will you develop a plan for assessing the best flow of traffic design? Provide an example of a customer flow chart that you have operated under in the One-Stop environment and the principles behind the selected customer flow. Describe how facility needs and requirements will be identified. How will facilities be used to maximum potential? Include usage of conference rooms, office space, classrooms, etc.

Prepare a time line for full management and coordination of services, assuming full operation of a contract by July 1, 2017. At a minimum, include:

- Hiring of staff;
- Training of staff (if needed);
- Assigned and readiness to begin managerial/coordination functions; and
- Full operation in place; all services functional and operational in place.

**c. Involvement of Local Employers, Business and Community Resources.** If the proposal is from two or more entities, whether partners or subcontractors, explain how those entities achieved the coordination necessary to submit the proposal and how that collaborative effort will be maintained throughout service delivery. Describe how services will be coordinated if the entity applying is partnering with another entity or entities (via subcontract) to provide the required elements.

The Operator will be responsible for working with all partners to create a One-Stop Operational Plan which is in alignment with both the Regional and Local Strategic Plans. Describe your experience in creating an operational plan and how partner staff will be involved. Attach an example and cite the page number of the attachment.

The ACWDB has requested that all partners support an integrated model of service delivery as much as possible to be able to provide seamless services to any person entering the One-Stop Career Center. Describe how you might integrate services and workflow in the One-Stop Career Center that will result in seamless service delivery. What is your vision of how seamless service delivery will be accomplished in a collaborative atmosphere?

You should include letters from key partners that you plan to collaborate with. Bidders should only include key partners such as community based entities or partner programs. Do not include supportive service vendors. Describe your experience in working with industry partnerships and/or sector initiatives. How do you plan to emphasize this in your operational plan?

### *3. Program Outcomes and Deliverables*

- a. **Performance Measures.** The ACWDB is required to establish local performance measures in order to evaluate program effectiveness and achieve continuous improvement in the delivery of Workforce Innovation and Opportunity Act (WIOA) programs.

The following will be required of the OS Operator:

1. Meet or exceed all WIOA performance measures included in WIOA statute and subsequent regulatory decisions. Under WIOA, reporting requirements have expanded to include not only federal and state agencies but also to the general public under new requirements for public disclosure websites. Customer outcomes will be factored into initial and periodic certification and re-certification of the local areas and One-Stop designations.
2. Subsequent to the federal regulatory advisories on WIOA implementation, the selected OS Operator will work with the Board to redefine local area performance measures for the upcoming transition timeframe.
3. Ensure ongoing improvement of OSCC services. Improvement should focus on, but is not limited, to service integration, program utilization, performance outcomes, customer satisfaction, and cost effectiveness.
4. Establish a program of staff capacity building, within and across partners. Collect and analyze appropriate data for quality assurance, continuous improvement and reporting purposes.
5. Implement a process and schedule for reviewing and analyzing performance data internally and with partners, identifying areas to target for improvement, diagnosing causes of failure to meet performance standards, planning changes to improve performance, implementing changes and monitoring the results. Promptly develop solutions to address any identified problems in day to day operations and continue to apply corrective actions until performance meets standards.

The chart below depicts PY17 baseline goals as an example of ACWDB expectations:

Performance Measure	ACWDB Proposed Goals PY17	Requirement	Comment
Adult Entered Employment Rate	69.3% 2 <sup>nd</sup> Qtr. after exit;  65.4% 4 <sup>th</sup> Qtr. after exit.	Contracting entity will ensure that WIOA Adults who were unemployed at participation are employed at closure.	Note: Performance Goals will be derived based upon the following criteria: <ul style="list-style-type: none"> <li>• The State's negotiated goals with USDOL</li> <li>• The ACWDB's negotiated goals with the State</li> </ul>
Dislocated Worker Entered Employment Rate	78.1% 2 <sup>nd</sup> Qtr. after exit;  66.9% 4 <sup>th</sup> Qtr. after exit.	Contracting entity will ensure that WIOA Dislocated Workers who were unemployed at participation are employed at closure.	Same comment as Adult Entered Employment Rate.
Adult Credential Attainment Rate	60.5% 4 <sup>th</sup> Qtr. after exit.	Contracting entity will ensure that WIOA Adults who were enrolled in education at participation, or any time during the program, have attained a post-secondary certificate at closure.	Same comment as Adult Entered Employment Rate.
Dislocated Worker Credential Attainment Rate	60.5% 4 <sup>th</sup> Qtr. after exit.	Contracting entity will ensure that WIOA Dislocated Workers who were enrolled in education at participation, or any time during the program, have attained a post-secondary certificate at closure.	Same comment as Adult Entered Employment Rate.
Youth Placement in Employment or Education	52.8% 2 <sup>nd</sup> Qtr. after exit;  29.2% 4 <sup>th</sup> Qtr. after exit.	Contracting entity must ensure that Youth who are not in post-secondary education, employment, or the military at participation are either employed; in the military; enrolled in post-secondary education; advanced training; or occupational skills training at closure.	Same comment as Adult Entered Employment Rate.
Youth Credential Attainment Rate	57.0% 4 <sup>th</sup> Qtr. after exit.	Contracting entity will ensure that youth who were enrolled in education at participation, or any time during the program, have attained a diploma, GED or certification at closure.	Same comment as Adult Entered Employment Rate.
Adult Median Earnings	\$4,500 2 <sup>nd</sup> Qtr. after exit.		Same comment as Adult Entered Employment Rate.
Dislocated Workers Median Earnings	\$6,010 2 <sup>nd</sup> Qtr. after exit.		Same comment as Adult Entered Employment Rate.

Provide an evaluation plan including benchmarks, data collection points, proposed analyses, and persons/positions accountable for the Performance Measures you propose to implement for your One-Stop Operator Proposal.



In addition to One-Stop Operator Performance Measures proposed, the ACWDB may negotiate quarterly benchmarks with the provider by which contract performance of the provider will be measured. The provider will report performance measures to the ACWDB's Executive Director on a monthly basis.

Achievement of measurable Performance Outcomes is a critical expectation of the WIOA Adult, Dislocated Worker, and Youth Work Development Service Providers, who are accountable for the 15 WIOA measures listed below (an employer measure will be determined and added by the second program year.)

Provide a description of how the One-Stop Operator will support WIOA service providers and all co-located partners in attaining their Performance Outcome goals? What metrics will allow you to evaluate your support of these goals?

Describe your approach to continuous improvement, including how you will develop additional means for "listening to the customer" beyond written surveys. These could include tools such as Customer Centered Design. How will you ensure all feedback is evaluated? How will you work with the partners to address concerns and service gaps?

- b. **Managing Performance Outcomes.** Discuss your entity's approach to managing performance outcomes, including any additional indicators of performance you have experience managing and believe to be relevant to this bid.

Describe the strategies to be implemented to ensure federal and state performance standards and local objectives will be achieved. Describe the methods to be used to measure and track success in addressing primary objectives. Describe how monthly reports will be submitted.

## B. Budget & Budget Narrative

- a. **Budget.** A budget and budget narrative must be included using the attached budget forms listed in Appendix 2. Costs included in the proposed budget cannot already be paid by another source; they must be actual costs incurred in delivering the proposed services, and these funds cannot supplant funds already received by the proposing entity. Please note that while an "other" category is included, cost should be categorized as "other" judiciously. All costs should be accounted for in the budget line items supported by a strong narrative justifying why the funds are needed/critical to the program.

Please also include details of the entity's indirect cost rate, along with how it was determined, if one is used. State what contingency plans are in place to repay the ACWDB in the event that there are any disallowed costs as a result of an audit or a monitoring review.

- b. **Availability of Funds.** Federal grant funding is the primary source of support for the One-Stop Career Center. For planning purposes, the respondent to this bid should assume no more than level funding for each program year. The ACWDB cannot guarantee funding from year to year. PY17 and PY18 amounts are subject to change, based upon the actual amount secured by the ACWDB. Therefore, proposers should be aware that subsequent contract amounts, if any, are subject to change from year to year based upon fluctuations in Federal awards. If funds awarded for a contract year are not fully expended by a contractor by the end of a contract year (June 30), unexpended funds will revert back to the ACWDB for disposition and may not be available for subsequent, if any, contract year expenditures. The ACWDB One-Stop Career Center receives funding through a variety of federal and state resources, some of which are formula driven and others of which are competitively obtained.

through collaborative proposals among the ACWDB and various partners. It is difficult to predict funding from one year to the next and, while impossible to predict, in general, federal formula resources may decline in New Jersey and in Atlantic County if unemployment rates decline. Despite the declining rates, demand for career centers services remain stable as our business customers are hiring and our job seekers require training at a more intense level. The respondent should also be aware that administrative delays in Federal funding awards may result in situations where the award of operating funds is delayed and the operator may need to utilize non-awarded funds to support operations until the award is made and funds are available.

### C. Other Required Documents

- Please provide 3 references. Include: Name of entity, name of contact person, address, phone number, email address, how this contact is familiar with your work, the nature of the work performed, and the start/end dates of the work delivered.
- Attach resumes of the employees that will work on this project. Please attach anticipated job descriptions for each position that will be funded, if vacant.

### CONTRACT RENEWAL

The ACWDB's Oversight Committee will conduct a conference review six months after the inception of this contract to identify any areas that require corrective action. Prior to the end of the contract year, about the month of May, the Oversight Committee will conduct a formal review based on the criteria outlined in the schedule below. Contract renewal will be contingent upon the entity's successful meeting and/or exceeding these benchmarks.

CRITERIA	POINTS AVAILABLE
Meet and/or Exceeded Performance Measures	25
5% increase in WFNJ participation rate over previous year	20
Successfully pass One-Stop Center Certification (if applicable)	10
Professional development trainings/workshops completed	15
Development of high quality partnerships	20
Successful coordination of One-Stop partner services	25
Timely submission of written reports	25
Customer satisfaction (internal and external)	20
Increase in public awareness/marketing efforts	15
<b>Total Points Available</b>	<b>175</b>

A minimum overall score of 80% or 140 points must be earned in order to be considered for renewal of the contract for the next year.

**Appendix 1****PROPOSAL COVER SHEET**

Name of Entity: \_\_\_\_\_

Address \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: (\_\_\_\_) \_\_\_\_\_ Fax Number: (\_\_\_\_) \_\_\_\_\_

Email Address: \_\_\_\_\_

Type of Organization:    Government    \_\_\_ Private Non-Profit    \_\_\_ Private For-Profit  
   Educational Institution    \_\_\_ Other: \_\_\_\_\_

Federal Identification Number: \_\_\_\_\_

Certification Source (Please check the appropriate boxes):

- Department of Education – Higher Education
- Department of Education – Private Vocational Education
- Department of Labor – Approval for classroom training only
- Local Education Agency
- Other: \_\_\_\_\_

Certification Status:

- Certificate (attach to proposal)
- Not Certified
- Certificate Pending (specify): \_\_\_\_\_

Total number of staff currently employed by agency: \_\_\_\_\_ # of FT                      \_\_\_\_\_ # of PT

Total number of staff currently employed for program: \_\_\_\_\_ # of FT                      \_\_\_\_\_ # PT

Number of years the organization has been in operation: \_\_\_\_\_

Have any of your contracts or grants from any source ever been terminated or suspended for any reason?

YES                      NO                      (If yes, please attach an explanation to the proposal)

Has the organization been cited, fined, or reprimanded for any regulatory, statutory, audit/financial or code violations within the last three (3) years?                      YES                      NO                      (If yes, please attach an explanation to the proposal)

Date of the most recent financial audit: \_\_\_\_\_ (please attach your most recent audit to the proposal)

29 CFR 99.000(a) requires that "non-federal entities that expends \$500,000 or more in a year in federal awards shall have an A133 audit conducted for that year." 29 CFR 99.210 (a) specifies that federal awards expended or received as a recipient or a sub-recipient would be subject to audit under this part. The payments received for goods and services provided as a sub-recipient would not be considered federal awards."

Is the organization in receivership, bankruptcy, or are such proceedings pending?

YES

NO

You may be required to submit a letter from a CPA to support these statements and to certify that the organization is solvent and financially capable of managing the proposed services.

**PROGRAM SUMMARY INFORMATION** *(Must provide all activities)*

Requested Budget: \_\_\_\_\_

**AUTHORIZATION OF SUBMISSION**

To the best of my knowledge and belief, information in this proposal is true and correct. I understand that missing documents or pages required in this proposal may disqualify this application. This proposal has been duly authorized by the appropriate board/officials of the applicant agency. If approved for funding, the proposing entity will comply with all standard contract provisions as issued by County of Atlantic. I understand that if funded, County of Atlantic reserves the right to negotiate contracts and/or de-obligate funding at any time for any reason. The amount of funding available is determined by the New Jersey State Department of Labor and Workforce Development. I agree to follow the WFNJ Policies and Procedures Manual, if funded and issued upon award of a contract.

\_\_\_\_\_  
Signature of Chief Executive Officer

\_\_\_\_\_  
Date

## Appendix 2: Budget Narrative & Budget Pages

### Budget Narrative:

- Describe your entity's financial capacity to operate the program.
- Quantify the entire funding amount requested for the program year.
- Describe how your entity intends to utilize the funds by line item.

Using the budget sheets below:

- Personnel – List all staff positions by title (both current and proposed). Give the annual salary or wages of each position and the total salaries & wages for the grant period. (Page 22)
- Fringe Benefits – Provide a breakdown of the amounts and percentages that comprise fringe benefits costs such as health insurance, FICA, retirement, etc... (Page 23)
- Consultants/Subcontractors – Identify each proposed contract and specify its purpose and estimated cost. (Page 24)
- Operating Costs – Describe and quantify administrative and operating costs. (Page 25)
- Miscellaneous Costs – List and quantify each item in sufficient detail for us to determine whether the costs are reasonable or allowable. (Page 26)
- Summarize line items detailed on budget pages 22 through 26 on the Budget Summary. (Page 21)

ATLANTIC COUNTY WORKFORCE DEVELOPMENT BOARD  
 SCHEDULE OF CONTRACT BUDGET SUMMARY  
 PROGRAM YEAR 2017; JULY 1, 2017 - JUNE 30, 2018

AGENCY NAME: \_\_\_\_\_  
 PROGRAM NAME: \_\_\_\_\_

BUDGET CATEGORY	BUDGET GRANT REQUEST
Personnel (Salary & Wage)	
Personnel (Fringe Benefits)	
Stipends: Participant Wage/Support Payments (if applicable)	N/A
Consultants/Subcontracts	
Operating Costs	
Miscellaneous/Other	
Benchmark Program Costs (30%)	N/A
<b>Total Grant Request</b>	

ATLANTIC COUNTY WORKFORCE DEVELOPMENT BOARD  
 SCHEDULE OF CONTRACT BUDGET SUMMARY  
 PROGRAM YEAR 2017; JULY 1, 2017 - JUNE 30, 2018

AGENCY NAME: \_\_\_\_\_  
 PROGRAM NAME: \_\_\_\_\_

EMPLOYEE/POSITION	HOURLY RATE	WEEKLY RATE	TOTAL # OF WEEKS	SALARY REQUEST
Total Salary & Wage				

ATLANTIC COUNTY WORKFORCE DEVELOPMENT BOARD  
 SCHEDULE OF CONTRACT BUDGET SUMMARY  
 PROGRAM YEAR 2017 - JULY 1, 2017 - JUNE 30, 2018

AGENCY NAME: \_\_\_\_\_  
 PROGRAM NAME: \_\_\_\_\_

EMPLOYEES/POSIT ON	SALARY REQUEST	FICA (State/Security)	PENSION	UNEMPLOYMENT INSURANCE	DISABILITY INSURANCE	WORKERS COMPENSATION	OTHER	TOTAL FRINGE BENEFITS
Total Fringe Benefits								



ATTACH: COUNTY WORKFORCE DEVELOPMENT BOARD  
 SCHEDULE OF CONTRACT BUDGET SUMMARY  
 PROGRAM YEAR 2017: JULY 1, 2017 - JUNE 30, 2018

AGENCY NAME: \_\_\_\_\_  
 PROGRAM NAME: \_\_\_\_\_

CONSULTANT/SUBCONTRACTOR	ITEM/SERVICE WITH RATE	CONSULTANT REQUEST
Total Consultants/Subcontracts		

ATLANTIC COUNTY WORKFORCE DEVELOPMENT BOARD  
 SCHEDULE OF CONTRACT BUDGET SUMMARY  
 PROGRAM YEAR 2017: JULY 1, 2017 - JUNE 30, 2018

AGENCY NAME: \_\_\_\_\_  
 PROGRAM NAME: \_\_\_\_\_

OPERATING COSTS	COMMENTS/EXPLANATIONS	OPERATING REQUEST
<b>Total Operating Costs</b>		

ATLANTIC COUNTY WORKFORCE DEVELOPMENT BOARD  
 SCHEDULE OF CONTRACT BUDGET SUMMARY  
 PROGRAM YEAR 2017: JULY 1, 2017 - JUNE 30, 2018

AGENCY NAME: \_\_\_\_\_  
 PROGRAM NAME: \_\_\_\_\_

MISCELLANEOUS COSTS	COMMENTS/EXPLANATIONS	MISCELLANEOUS REQUEST
Total Miscellaneous Costs		

### Appendix 3: Statement of Assurances

The undersigned party acknowledges and assures that (Provider Name)

\_\_\_\_\_ and all of its employees responsible for providing the services for which it has applied will abide and comply fully with all state, federal, and local laws, ordinances, rules, regulations and/or executive orders, including but not limited to provisions of the laws listed below:

- WIOA Section 188, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I-financially assisted program or activity;
- Title VII of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- The Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified people with disabilities based on disability;
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs;
- Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.52.
- 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to the operation of the WIOA Title I-financially assisted program or activity, and to all agreements the contractor makes to carry out the WIOA Title I-financially assisted program or activity. The undersigned understands that the United States has the right to seek judicial enforcement of this assurance.

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Appendix 4: Standard Assurances and Certifications

### STANDARD ASSURANCES AND CERTIFICATIONS

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

- 1) Assurances Non-Construction Programs (SF 424 B)
- 2) Debarment and Suspension Certification (29 CFR Part 88)
- 3) Certification Regarding Lobbying (29 CFR Part 89)
- 4) Drug Free Workplace Certification (29 CFR Part 88)
- 5) Nondiscrimination and Equal Opportunity Assurance (29 CFR Part 88)
- 6) Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards (2 CFR Part 200)

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

#### 1) ASSURANCES NON-CONSTRUCTION PROGRAMS

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

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

- A) Has the legal authority to apply for federal assistance and the institutional managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management and completion of the project described in the application.
- B) Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting principles or agency directives.
- C) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- D) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- E) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 18 statutes or regulations specified in Appendix A of Office of Personnel Management's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
- F) Will comply with all federal statutes relating to nondiscrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq. (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1695-1696), which prohibits discrimination on the basis of sex; (c) section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101- 6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Offense and Treatment Act of 1972, 21 U.S.C. 1101 et seq. (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 21 U.S.C. 801 et seq. (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 525 and 527 of the Public Health Service Act (42 U.S.C. 290 dd-2), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VII of the Civil Rights Act of 1968 (42 U.S.C. 2001 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

- G) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4801 et seq. (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
- H) Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7326) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
- I) Will comply, as applicable, with the provisions of the Davis Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally assisted construction subcontracts.
- J) Will comply, if applicable, with Flood Insurance Purchase Requirements of section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. 4001 et seq. (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- K) Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 U.S.C. 4321 et seq. (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of federal actions to state (Clear Air) implementation plans under section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974 as amended, 42 U.S.C. 300f et seq. (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531 et seq. (P.L. 93-205).
- L) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- M) Will assist the awarding agency in assuring compliance with section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
- N) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
- O) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544), as amended, (7 U.S.C. 2131 et seq.) pertaining to the care, handling and treatment of warm blooded animals held for research, teaching or other activities supported by this award of assistance.
- P) Will comply with the Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
- Q) Will cause to be performed the required financial and compliance audits in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (78 FR 78589).
- R) Will comply with all applicable requirements of all other federal laws, executive orders, regulations and policies governing this program.
- S) Will comply with the Federal Funding Accountability and Transparency Act requiring recipients and subrecipients of federal financial assistance to obtain a Data Universal Numbering System (DUNS) number and will report the DUNS number to the grantor as a condition of receiving a federal grant or award. Furthermore the grantee must be registered in the federal System for Award Management (SAM) and continue to maintain an active SAM registration with current information at all times during which the term of this grant or award is in effect. Furthermore no contract, award, subgrant will be made by the grantee to another party if said party is listed in the Excluded Parties List System in the federal SAM.

## 2) CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

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

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

## 3) CERTIFICATION REGARDING LOBBYING

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

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

- A) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant loan or cooperative agreement.
- B) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL Disclosure Form to Report Lobbying, in accordance with its instructions.
- C) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### 4) CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

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

- A) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employers for violation of such prohibition.
- B) Establishing an ongoing drug-free awareness program to inform employees about:
  - 1) The dangers of drug abuse in the workplace;
  - 2) The grantee's policy of maintaining a drug free workplace;
  - 3) Any available drug counseling, rehabilitation and employee assistance programs; and
  - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph A.
- D) Notifying the employee in the statement required by paragraph A that as a condition of employment under the grant, the employee will:
  - 1) Abide by the terms of the statement; and
  - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- E) Notifying the agency in writing, within 10 calendar days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
- F) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:
  - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement or other appropriate agency.
- G) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A, B, C, D, E and F.

#### 5) NONDISCRIMINATION AND EQUAL OPPORTUNITY ASSURANCE

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

- A) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin.
- B) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.
- C) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.
- D) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
- E) The Americans with Disabilities Act (P.L. 101-335) which prohibits discrimination based on disabilities in the areas of employment, public services, transportation, public accommodations and telecommunications. It requires all affected entities to provide reasonable accommodation to persons with disabilities.
- F) Section 198 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I-financially assisted program or activity.
- G) The grant applicant also assures that it will comply with 29 CFR Part 39 and all other regulations implementing the laws listed above. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.



8) **UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (2 CFR PART 200)**

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

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

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

\_\_\_\_\_  
Various Locations  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

The following are hereby designated:

1. Fiscal agent (as defined by the Workforce Innovation and Opportunity Act at section 107 and in related regulations at 679.420).  
John Fata, Jr., Fiscal Agent, ACWDB, 2 South Main Street, Pleasantville, NJ 08232. Phone: (609) 485-0153, Extension 4806
2. One-Stop Operator (as defined by the Workforce Innovation and Opportunity Act at section 121 and in related regulations at 678.600 through 678.635):
3. Workforce point of contact (as designated by the signee to be the contact point for the state of New Jersey for purpose of communication):  
Rhonda Lowery, Executive Director, ACWDB, 2 South Main Street, Pleasantville, NJ 08232. Phone: (609) 485-0153, Extension 4804

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications. I further certify that as the duly authorized representative, I retain the authority to accept funds and participate in the related programs with the agreement of the jurisdiction. The information provided below and the information provided herein, accurately reflect the desires and wishes regarding the use of these funds within this jurisdiction consistent with the requirements of the funding sources and our intent. Further, with my affixed signature, our jurisdiction agrees to follow and be responsive to the rules, laws, policies and plans developed by the federal and state governments related to the funds included in this agreement and require all subgrantees under this agreement to agree to same.

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## General Provisions

### DEFINITIONS

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

- Grantor is defined as the New Jersey Department of Labor 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.
- Program cost is defined as a participant having either been designated by the local area as such or who has not received a service funded by the program or funded by a partner program for 90 consecutive calendar days and is not scheduled for future services.
- Number served is those participants who are registered and receiving services.
- Definitions for financial terms below are derived from the **One-Stop Comprehensive Financial Management Technical Assistance Guide**. This document may be found on the Internet at [http://www.dol.state.nj.gov/grants/pdf/FinMGTAG\\_August\\_02.pdf](http://www.dol.state.nj.gov/grants/pdf/FinMGTAG_August_02.pdf). The financial definitions below shall be those used in review and audit of related processes and systems. Local area records must conform with the definitions of the following terms from that document:

- o Obligations are defined as the amounts of orders placed, contracts and subgrants awarded, goods and services received, and similar transactions during a given period that will require payment by the grantee.
- o Expenditures/outlays are defined as charges made to the project or program. They may be reported on a cash or accrual basis. For reports prepared on a cash basis, outlays are the sum of actual cash disbursement for direct charges for goods and services, the amount of indirect expense incurred, the value of in-kind contributions applied, and the amount of cash advances and payments made to contractors and subgrantees. For reports prepared on an accrued expenditure basis, outlays are the sum of actual cash disbursements, the amount of indirect expense incurred, the value of in-kind contributions applied, and the net increase (or decrease) in the amounts owed by the grantee for goods and other property received, for services performed by employees, contractors, subgrantees, subcontractors and other payees and other amounts becoming owed under programs for which no current services or performance are required, such as annuities, insurance claims and other benefit programs. Quarterly reports shall be prepared on the accrual basis.
- o Administration is defined as the allocable portion of the costs for support services and not related to the direct provision of workforce investment services, including services to participants and employers. Administrative functions are specified to include the following:
  - General administrative functions such as accounting, financial and cash management, procurement, property management, personnel management and payroll
  - Audit functions and those duties associated with coordinating the resolution of findings originating from audits, monitoring, incident reports or other investigations
  - General legal services
  - Goods and services used for administrative functions
  - Developing systems, including information systems, related to administrative functions
  - The cost of awards made to subrecipient or vendor organizations for administrative services of the awarding agency (e.g., payroll service for staff or clients)Administrative costs are accumulated and reported only by state and local boards, direct recipients (i.e., the state or Title II grantee), the local grant recipient or subrecipient, the fiscal agent for a local area and the One-Stop Career Center Operator. If the local area makes an award to a vendor for an administrative function such as developing a procurement system, then the vendor costs are classified as administrative. With the exception of the aforementioned type of administrative contract, all awards to vendors and subrecipients are considered program costs and would be reported in the program cost category.
- o Accrued expenditures are defined as the charges incurred by the grantee during a given period requiring the provision of funds for (1) goods and other tangible property received; (2) services performed by employees, contractors, subgrantees, subcontractors and other payees; and (3) other amounts becoming owed (by the grantee) under programs for which no current services or performance are required, such as annuities, insurance claims and other benefits.

LWD retains the right to examine all costs to determine appropriateness of the charge to a category. The grantee is responsible for ensuring that all efforts are made to ensure that administrative costs are kept to a minimum not to exceed the limits established by federal law, rules or policies.

## 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/info/oberg/circular1508\\_omb.pdf](http://www.state.nj.us/info/oberg/circular1508_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.

Customized Training – 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. 1982 c. 43) and state regulations and directives governing this program. These requirements include the following assurances:

- 1) The grantor 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 grantor 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 grantor 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 grantor agrees to comply with the nondiscrimination and equal opportunity provisions of the following laws:

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

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 GRANTEEES

- 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 of 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/ops/FinMGTAG\\_August\\_02.pdf](http://www.doleta.gov/grants/ops/FinMGTAG_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.
- E) LWD requires that the grantee develop/maintain a documented financial management system that is committed to a document and conforms to applicable federal, state laws and generally accepted accounting principles.
- F) The grantee shall develop/maintain a cost allocation/resource sharing plan regarding the resources developed to the One-Stop Career Center consistent with requirements set forth in appropriate laws, regulations and the **One-Stop Comprehensive Financial Management Technical Assistance Guide**.

## 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 contract/grant 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 within three months of the completion of the contract period or an approved extension.

It is the intent of the state that all funds be used in a unified and integrated manner in order to provide seamless service delivery, and not to create duplication and multiple administrative entities within the same organization.

No funds under this contract may be used for purposes other than employment and To/Work related activities. These funds may not be used to supplement nor supplant services funded through other efforts. These funds cannot be used to duplicate services and staff being funded under other efforts.

No funding under this agreement can be used to provide for bonuses or other payments above and beyond legitimate wages, salaries or any other form of compensation.

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

All data pertaining to clients served under this agreement must be included in America's One-Stop Operating System (AOSOS). Costs related to clients not registered and/or reported in AOSOS may be disallowed.

Upon completion of training, participants should be referred to placement services, either through the training provider or the One-Stop Career Center. Participants may be enrolled into appropriate funded services, such as Job Seeking/Changing Skills or Job Search Workshop to aid the participant in securing employment, or receive activities such as referrals to job orders or job order development. Once a participant has not received any funded services or staff assisted activity for 90 consecutive calendar days and is not scheduled for future services, a soft exit will occur in AOSOS.

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 430(f).

LWD does not provide funding that should be intended as working capital. Funds received are for the sole intent of the contracted program. Funds from any agreement must be used in the manner agreed upon within the agreement. Any changes in intent or use must be approved by LWD.

Interest earned from any funds included in this agreement must be used consistent with the agreement and with the applicable laws, rules and policies associated with the funding source which resulted in the interest. Further, any interest earned must be reported consistent with program income.

Each grantee shall have a written policy regarding the subject of leave accounting. Such policies must be consistent with policies of the grant recipient and must be available for LWD to review. LWD retains the right to assess such policies for their potential impact on service provision and require changes to ensure such services may not be impacted by local policies. Each grantee has the responsibility to ensure that its subgrantees, where appropriate, have similar documentation. LWD retains the right to determine whether costs/rates within this category are excessive.

Each grantee shall have a written policy regarding severance pay. Such policies must be consistent with policies of the grant recipient and must be available for review by LWD. LWD retains the right to assess such policies for their potential impact on service provision and require changes to ensure such services may not be impacted by local policies. Each grantee has the responsibility to ensure that its subgrantees, where appropriate, have similar documentation. LWD retains the right to determine whether costs/rates within this category are excessive.

Each grantee shall establish a written policy to address the provision of personnel benefits paid, incurred or purchased under this agreement. Costs associated with personnel benefits should be consistent with the developed policy and should apply to the grantee and its subgrantees where appropriate. LWD retains the right to determine whether costs/rates within this category are excessive.

Grantees must ensure that costs related to meetings, entertainment, meals, graduations and celebrations are appropriate and of a de minimis amount. Each grantee must establish written policies consistent with that of the grant recipient. LWD retains the right to assess such policy for their potential impact on service provision and require changes to ensure such activities may not be impacted by local policies. Each grantee has the responsibility to ensure that its subgrantees, where appropriate, have similar documentation. LWD retains the right to determine whether costs/rates within this category are excessive.

Funds used under this grant must be used for the benefit of the program and its clients. Grantees may not use resources from this agreement to benefit the results of non-applicable programs, the application for grants under non-applicable programs, nor employment under non-applicable programs. Grantees using funds in such manner may have these costs disallowed. Grantees shall establish policies on a local level to ensure that, where appropriate, similar requirements apply.

No wages under this agreement, whether for full time or part time work, may exceed the federally imposed limit as set forth in Public Law 109-234 and/or any times established through applicable law, regulation or order by the state of New Jersey. This establishes a cap for not only annual wages, but should be pro-rated to ensure that hourly, weekly, monthly or any wages either wholly or partially funded under this agreement do not

exceed the allowed amount on that basis either. Any costs above the total or pro-rated amount may be the basis for a disallowed cost for the entirety of the amount, not just any excessive amount. Each grantee has the responsibility to ensure that no subgrantees violate this cap and that any violation on that basis is similarly disallowed.

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 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.

#### 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 signed and agreed to by both parties. 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 or reports required by the grantor and upon appropriate certification by the chief financial officer of LWD or his/her designee, the grantor will pay the grantee the contracted amount.
- 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 this agreement within the established timeframe and to the satisfaction of LWD. All reports must be current and reflective of actual events to ensure that reports may be timely and provide an actual depiction of ongoing activities. Grantees are responsible for ensuring that reports are based upon current data.

#### 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.
- 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 L pertain to all governmental and non-profit organizations:

- F) All grantees that expend \$750,000 or more in federal financial assistance or state financial assistance within their fiscal year must have annual single audits or program-specific audits performed in accordance with Subpart F – Audit Requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and state policy.
- G) All grantees that expend less than \$750,000 in federal or state financial assistance within their fiscal year, but expend \$100,000 or more in state and/or federal financial assistance within their fiscal year, must have either a financial statement audit performed in accordance with Government Auditing Standards (Yellow Book) or a program-specific audit performed in accordance with Subpart F – Audit Requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and state policy.

- H) Program-specific audits in accordance with Subpart F – Audit Requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards can be elected when a grantee expends federal or state awards under only one federal or state program and the federal or state program's statutes, regulations, or terms and conditions of the grant award do not require a financial statement audit of the recipient.
- I) All grantees that expend less than \$100,000 in federal or state financial assistance within their fiscal year, but expend \$50,000 or more in federal or state financial assistance within their fiscal year must have a special report applying agreed upon procedures including, but not limited to, reviewing and testing the cost and expenses incurred for which reimbursement was requested to determine their propriety under the contract and review of the training records which substantiate training was completed in accordance with the contracts. The procedures to be followed will be provided by the department's Office of Internal Audit.
- J) Although Subpart F – Audit Requirements allows specific provisions for biennial audits; state policy continues to require all audits to be performed on an annual basis.
- K) In addition to federal-required reports and opinions, grantee single audits must contain similar reports and opinions for state funds.
- L) Grantee single audit reports must include a supplementary schedule of the entity's state grant and state financial assistance programs. This schedule must show for each program:
  - State Grantor Organization;
  - Program Title/Name;
  - State Grant Award Number or Account Number;
  - Grant Award Period;
  - Fiscal Year Grant Expenditures;
  - Total Grant Expenditures to Date.

The following section M pertains to for-profit organizations:

- M) All grantees that expend \$50,000 or more in federal or state financial assistance within their fiscal year must have either:
  - A grant specific audit in accordance with Government Auditing standards (Yellow Book), or
  - A financial audit report conducted under generally accepted auditing standards which includes a separate report on compliance with contractual provisions, or
  - A special report applying agreed upon procedures including, but not limited to, reviewing and testing the cost and expenses incurred for which reimbursement was requested to determine their propriety under the contract and review of the training records which substantiate training was completed in accordance with the contracts. The procedures to be followed will be provided by the Department's Office of Internal Audit.

## 12) COMPLAINTS, GRIEVANCES AND APPEALS

All grantees must promulgate a written policy regarding complaints, grievances and appeals. The process must be written in a manner that is clear and understandable. The information must be provided to all customers, communicated in a manner in which they may understand, be consistent with, at a minimum all federal and state requirements, offer the opportunity for appeal and establish reasonable timeframes for response. All grantees must also establish for all complaints regarding potential, claimed or actual violations of the Equal Employment Opportunity regulations. These too must minimally satisfy federal and state requirements. As appropriate, documentation regarding these efforts must also designate the appropriate person designated to consider these matters.

## 13) 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, trainees, 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, trainee, 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 govern 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 or final program report whichever is the latest. 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 grantor 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 investigators authorized by this provision may include examining records (including making certified copies thereof), questioning employees and entering any premise or onto any site in which any part of a program of the grantor is conducted or in which any of the records of the grantee are kept.

Additionally, all parties must comply with laws, regulations and policies regarding New Jersey Public Records Law.

The grantee understands that all records must be current and reflective of actual and timely information. Purposeful provision of inaccurate, untimely or manipulated data may be cause for further action.

#### 14) 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.

#### 15) 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/info/open/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.

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 WDF, 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.

#### 16) 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 State Appropriations Act and any amendments thereto that are in effect at the time of travel. If the grantee has an executed collective bargaining agreement, the rate of reimbursement may exceed the rate set by the State Appropriations Act for those individuals covered by the collective bargaining agreement, but 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 governed by the state travel circular "Travel Regulations" that is in effect at the time of travel. The current circular can be found at the following website: <http://www.state.nj.us/info/bank/circular/cirandx.htm>.

#### 17) 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 would apply to any subcontractors or third parties hired by the grantee. It is the responsibility of the grantee to have appropriate agreements in place, in a timely manner, for all subcontracts/agreements. All such agreements should be consistent with the requirements of this document.

#### 18) 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.



## 19) 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.

## 20) 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.

## 21) TERMINATION

- A) Termination for Convenience – LWD or grantee may request a termination for any reason. LWD or grantee shall give 30 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.
- 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.

## 22) CONTRACT CLOSEOUT

- A) The following definitions shall apply for the purpose of this section:
  - 1) Contract Closeout – The closeout of an agreement is the process by which LWD determines that all applicable administrative actions and all required work of the agreement have been completed by the grantee.
  - 2) Date of Completion – The date by which all activities under the agreement are completed, or the expiration date in the grant award document, or any supplement or amendment thereto.
- B) The grantee shall submit a closeout package per the terms of the agreement, unless otherwise extended by 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.
- G) The grantee shall forward closeout package to the grantor within 60 days of the closeout.

## 23) 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. Grantee agrees to meet negotiated program performance levels as a condition of future funding and to any program requirements stated in the Notices of Obligation that granted operational authority for the funds contained in this contract. Any fraud or suspected fraud involving granted funds must be reported to the grantor with 48 hours of its discovery. The grantee shall establish and document a process to ensure that the results of programs and services provided with funds provided by this agreement

and overseen and reviewed to ensure that these resources are maximized for effectiveness and results in addition to any specific program requirements as established by law, regulation or policy. The grantee shall ensure that such process includes a determination of effectiveness and that such findings, minimally on an annual basis, are committed to writing and shared with LWD. The grantee acknowledges that LWD has the right and responsibility to take action and potentially sanction any area that fails to attain satisfactory performance consistent with the rules overseeing any of the funds under this agreement.

#### 24) 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 in the form of entertainment, gifts or otherwise offered by the grantee, its agent or representative to any officer 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. The grantee agrees that it shall ensure that all steps are taken to avoid actual or potential conflicts of interest in their efforts under this agreement. The grantee must guarantee and monitor its system to ensure that all staff, officers, board or staff members touched by resources under this agreement are not in conflict. The grantee shall develop/maintain a written code of conduct which provides specific requirements and processes to ensure that that anyone, including staff and board members, shall not be in conflict and indicate the steps the grantee will take to avoid the potential of conflict.

#### 25) OPEN GOVERNMENT PRACTICES

The grantee shall ensure that any activity funded in whole or part of this agreement meets the highest of ethical standards and shall not violate applicable federal, state or local rules regarding any of the following subjects:

- Patronage
- Political Activities
- Hatch Act
- Sectarian Activities
- Maintenance of Effort/Supplanting
- Open Public Meeting

Written policies regarding the grantee shall be documented, maintained and available for review. The grantee should also require that subgrantees establish, document and maintain such policies as appropriate.

#### 26) 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.

#### 27) 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.

#### 28) 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.

## Grant Specific Provisions

Please use this space to define the role, responsibilities of the following entities consistent with the Workforce Investment and Opportunity Act, the local workforce development plan and the Workforce Development Board/local elected officials Memorandum of Understanding:

**Grant recipient:**

**Fiscal Agent:**

John Fata, Jr., Fiscal Agent, ACWDB, 2 South Main Street, Pleasantville, NJ 08232. Phone: (609) 485-0155. Extension 4806

**Workforce Development Board:**

Rhonda Lowery, Executive Director, ACWDB, 2 South Main Street, Pleasantville, NJ 08232. Phone: (609) 485-0153. Extension 4804

LWD will provide the grantee a template to submit a line item budget which indicates the projected use for all funds included in this agreement, which is due to LWD by October 31<sup>st</sup> of the respective program year. Unexpended funds that are expected to be available from previous agreements, which constitute carry-in, shall also be included in the budget. Such budget must indicate for each line item, the intended amount dedicated to the effort and indicate the various grant sources intended to pay for that function as part of cost allocation. Modifications are expected as funding and program priorities may change. It is the responsibility of the grantee to update the budget in a timely manner to reflect any such changes. Such budget must account for all dollars provided under this agreement and carry-in funds. The document must clearly indicate those new dollars reflected in any Notice of Obligation. All budgets shall clearly identify staff costs and indicate whether the cost constitutes an administrative or program cost. Accompanying the budget must be a staff roster which includes a listing of all positions that are a part of the budget and being funded, in whole or in part, with funds provided by this agreement. For each staff position, it should be clearly indicated the grant(s) which are funding the staff position, whether the position is charged against program or administrative costs and whether the position has direct customer contact with either client or employer customers. The budget document must include a cover letter indicating agreement on such budget with the signature of the lead elected official and the chair of the Workforce Development Board. Also required is a statement of accomplishment for the previous year, acknowledgement of the previous year's performance, steps to be taken to ensure failure does not continue with risk of potential sanction and anticipated steps for continuous improvement undertaken by the entities funded by the agreement.

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