

**COVER PAGE
COUNTY OF UNION
WORKFIRST NEW JERSEY REQUEST FOR PROPOSALS**

SECTION I

A. AGENCY INFORMATION

Agency Name: B&M Consultants, Inc.
Authorized Signatory: _____
Mailing Address: 333 North Broad Street
Elizabeth, NJ 07208
Telephone Number: (908)355-9315
Fax Number: (908)355-9317
Email: teresabanks@bmconsults.com

B. AUTHORIZED TRAINING SITE:

Training Site Name: B&M Career Center
Site Manager: Teresa Banks
Site Address: 333 North Broad Street
Elizabeth, NJ 07208
Telephone Number: (908) 355-9315
Fax Number: (908) 3559317
Email: teresabanks@bmconsults.com
Hours of Operation: 8:30-4:30

C. AUTHORIZED FISCAL REPRESENTATIVE

Fiscal Representative: Richard Barre
Title: CPA
Address: 2204 Morris Ave, STE. 206
Union, NJ 07083-5914
Telephone Number: 908.686.3484
Fax Number: 908.686.6055
Email: r.barre@cpa-bc.com

D. TYPE OF AGENCY

☐ Not-for-Profit 501(c)(3) ☐ Public Institution
☒ Private for Profit ☐ Public / Government
☐ Other (specify) _____

Federal ID #: 22-3306183

Authorized Signatory: _____
(Signature Required)

Date: _____

PROPOSAL SUMMARY PAGE**Attachment A**

AGENCY NAME: B&M CONSULTANTS, INC.

A. PROGRAM SERVICES (Check All that Apply)TANF

- ☒ Job Search
☒ Community work experience Program
☒ CWEP Transitional
☒ CWEP + Education Directly Related to Employment
☒ CWEP + Skills Directly Related to Employment

GA/SNAP

- ☒ Job Readiness / Life Skills
☒ Community Work Experience Program
☒ CWEP Transitional
☒ CWEP combined ABE, HSE, ESL

AREA SERVED

- ☐ WE / CWEP + Satisfactory School Attendance-Cert. of General Equiv.
 ☒ Eastern Union County
 ☒ Western Union County

B. FUNDING SUMMARY

EMPLOYMENT DIRECTED ACTIVITIES	benchmark fee	Requested Funding			
		East	LOS	West	LOS
<u>TANF</u>					
Job Search	\$600	\$18,000	30	9,000	15
Community Work Experience Program	2,400	\$55,200	23	28,000	12
CWEP Transitional	\$800	\$28,000	35	8,000	10
CWEP + Education Directly Related to Employment	\$2250	\$40,500	18	22,500	10
CWEP + Job Skills Directly Related to Employment	\$2250	\$40,500	18	22,500	10
CWEP + Satisfactory School Attendance-Cert. of General Equiv.	\$2250	-	-		
<u>GA/SNAP</u>					
Job Readiness/Life Skills	\$600	\$18,000	30	9,000	15
Community Work Experience Program	\$2,400	\$55,200	23	28,000	12
CWEP Transitional	\$800	\$28,000	35	8,000	10
CWEP combined ABE,HSE, and ESL	\$2,250	33,750	15		
<u>Placement and Retention Benchmarks</u>					
Placement in Unsubsidized Employment	\$750	\$12,000	16	6,000	8
Retention- 90 days	\$500	\$5,000	10	2,000	4
TABE Testing Services	\$50	\$500	10	\$300	6
TOTAL REQUESTED FUNDING		334,650	237	143,300	90

In the "Requested Funding Columns" please indicate the amount of funding requested per each activity /by geographical area. The total requested funding will be the basis for the Micro-Block Grant. LOS= Level of Service

SECTION 1. AGENCY DESCRIPTION

- a. Include a brief history and services provided inclusive of geographic area, number of people served per program and client characteristics;
 - b. Include the agency's goal or the overall purpose or mission of the agency. It encompasses all of the agency's programmatic efforts including placement into unsubsidized employment for applicable programs
 - c. Include the name of the person and the title authorized contract signatory and the mailing address For contract mailing and correspondence.
- d. Briefly describe the success or challenges your organization has faced in the meeting the program goals. Include the following attachments after your description
- e.
- Organizational chart
 - Agency's Current Board Membership List-Attachment
 - Copy of New Jersey Business Registration Certificate
 - Proof of Non-Profit status
 - Current Fiscal Audit

B&M Consultants Inc., incorporated since May 28, 1994, is a well-established female minority owned and operated business that offers training/educational and supportive services to community organizations, business industries, and the economically disadvantage population, with an exceptional placement rate. We are conveniently located in Midtown Elizabeth, near the train station and multiple bus stops. A municipal parking lot is also available. B&M Consultants serves over 500 clients per program year (from July 1 – through June 30th). The primary population served by B&M is the unemployed, the underemployed and the economically disadvantaged residence of Union County.

The mission of B&M is to aid in the transition of individuals into the workforce, by providing programs and educational services that:

- create individual for self-enrichment,
- develop each participant with useful relevant life skills, and
- foster self-sufficiency through skill acquisition and overcoming barriers to success

Program success is dependent on each participant gaining full-time employment that will ultimately lead to economic independence.

Teresa Banks is the CEO/ Executive Director and the authorized contract signatory. The mailing address is 333 Broad Street, Suite #2 Elizabeth, NJ 07208.

B&M has successfully implemented and managed programs for over 18 years in this area and while the main challenge has been keeping up with economic demands, we have been able to face the challenges in today's economy because we are committed and responsive to the changes of the business community, we remain aligned and current with employer's expectations.

B&M Career Learning Center is dedicated to providing a practical educational program and supportive services that gives students the competitive edge needed to reach their career goals and meet the needs of employers. The Career Center serves its students by providing quality programs, implemented by qualified, competent, and dedicated faculty. Our Staff keeps abreast of all technologies necessary for entering the workforce through an on-going curriculum evaluation process.

SECTION 2. HISTORY & EXPERTISE IN EACH PROPOSED PROGRAM AREA

- a. What experience does the agency have in the proposed program or service area?
- b. Provide a detailed description of the agency's ability to work with our clientele (public assistance recipients), and particularly the agency's ability to motivate the clients to attend their designated activities, keep them engaged in the activity and to complete them.
- c. Has the agency ever provided the proposed program or one similar to the program in this proposal or service (currently or in the past)? If yes:
 - Detail list of projects/programs in the past 4 years
 - How long has the program been in operation? Has it been successful?
 - If the program ended, explain why

B&M has over 20 years' experience in establishing programs that help its clients gain meaningful employment. B&M has worked with public assistance recipients successfully throughout its 20 years in the areas of:

- TABE Testing services
- Our Job Search programs, TANF
- Community Work Experience Program TANF
- CWEP Transitional TANF
- CWEP + Education Directly Related to Employment TANF
- CWEP + Skills Directly Related to Employment TANF
- Job Readiness/Life skills programs Ga/Snap
- (CWEP)Community Work Experience Program Ga/ Snap
- CWEP Transitional Ga/Snap
- CWEP combined with Adult Basic Education. Ga/Snap

B&M's programs are designed to assist individuals with finding employment and improving employment prospects.

We are professionally staffed with certified Counselors and Instructors who operate programs to motivate and encourage this clientele (public assistance recipients). We have developed programs that will keep the clients engaged in the activities until completion or until they have secured unsubsidized employment, whichever comes first. Barriers to success include lack of childcare, transportation, and conflicting activities such as prior appointments and medical issues. However, we have found that by creating rewards and incentives, we have been able to overcome many of these barriers. For instance, after enrolling participants, we will create incentives to encourage attendance until completion. As part of our incentive program, we reward participants for good attendance. Rewards may include prepaid telephone cards, gift cards from local fast food chains, barber shops, and beauty salons. After completing the third week of Job search, B&M will have a luncheon for the participants that completed the required activities. During the luncheon, they are rewarded with a certificate of completion

B&M has provided the proposed program or one similar programs since it's inception. Our programs assess each individual to determine past work history, job interest areas, employability strengths, marketable employment-related skills, education level, and identify

barriers to employment. Our staff then assists each individual in developing strategies to work through these barriers; keeping them engaged in the activity until completion.

We have developed Life Skills activities to prepare the client for long-term successful employment. Our services include, but not limited to life coping skills, resume writing and time management, stress reduction, dressing for work, and interviewing skills.

B&M Consultant's completion rates have always exceeded the County's requirements. Approximately 80% of our Job Search clients that are enrolled successfully complete this activity. We are and have operated Job Search Job Readiness/Job Search Life Skills activities for over 15 years. They include the following:

- The Test of Adult Basic Education (TABE). This assessment is completed the first two days of enrollment and the results are sent to the Division of Social Services the second week of enrollment. We are capable of providing 25 TABE assessments monthly on an as needed basis and submitting the results to the Division of Social Services in a timely manner.
- CWEP programs including CWEP Transitional for the TANF and GA/SNAP population for the past (20) years.
- Our CWEP programs are successful because we acknowledge that the welfare population is hard to serve because of barriers. Before developing CWEP sites for these individuals my staff completes a comprehensive assessment to identify any possible barriers to employment. We educate our clients on the benefits of volunteerism how it can enhance their resume and open up doors of opportunity. Our staff also emphasizes that this activity will provide work experience and training enabling them to adjust to and learn how to function in an employment setting. After explaining the benefits of the CWEP program participants then understand the need to remain at their work site until completion. As an end result of this our participation rate is high. We strive hard to place participants in position that will allow them to gain skills needed to transition them into unsubsidized employment. After being placed at their site the site coordinator will establish a line of communication with the CWEP site representative encouraging them to hire CWEP participants through the OJT program. As an end result of this, many of our participants are placed in unsubsidized employment after completing their CWEP program.
We are currently providing CWEP activities for the TANF and GA/SNAP population
- B&M currently provides (CWEP+Job skills Training Directly Related To Employment) programs. For the WFNJ client that has a high school diploma or a GED and desires a career, we have successfully provided Certified Home Health Aide training for the past 10 years. This skills training prepares clients for careers that are in high demand; Home Health Aides, Companions, or Sitter. The CWEP site being in an approved assistant living facility gives them the practical experience needed enhance the training. When the required training hours are completed the participant will receive a state certification from the New Jersey Board of Nursing.
- (CWEP+Education directly related to employment) programs that consist of basic computers/data entry and communications skills. We have been successful for the

past 20 years providing education that will ensure that the participant can interpret and complete job application questions and are able to make proper presentations for employment. Providing computer literacy, business writing and communication skills for the WFNJ client that do not have a high school diploma or a GED will help them to become more marketable.

- **CWEP +ABE**
B&M for the past 20 years have provided literacy and educational training programs enabling adults to acquire the basic skills necessary to function in today's society. This Basic computer literacy class will enhance writing and communication skills
- **B&MC** has over 15 years of experience administering the Test of Adult Basic Education (TABE). These assessments are completed the first two days of enrollment and the results are sent to the Division of Social Services the second week of enrollment.
We are capable of providing 25 TABE 9/10 assessments monthly on an as needed basis and submitting the results to the Division of Social Services in a timely manner.

SECTION 3. STATEMENT OF NEED

- a. Explain why the proposed program service is needed.
- b. Identify the problems or service gaps(s). The trends, studies, needs assessments, statistics, or other information cited should be specific to Union County. If applicable to program requested, give the occupation demand areas appropriate to training.

In January 2018, there were 409,002 households receiving NJ SNAP benefits. The number of NJ SNAP households decreased by 34,301 or 7.7%, since January 2016. Union County decreased by 7.8%.

There were 816,126 persons receiving NJ SNAP benefits as of January 2017, a decrease of 64,700 or 7.3% since January 2016.

There were 2,367 families receiving Emergency Assistance (EA) in January 2017, a decrease of 1,118 or 32.1% since January 2016.

As of January 2018, the TANF caseload decreased by 23.7%; from 24,414 in January 2017, to 18,620 in January 2018. During that same period, there were 409,002 households receiving NJ SNAP benefits, a decrease of 34,301 or 7.7%, since January 2017.

As of January 2018, the total numbers of cases receiving GA has decreased by 26.1%; from 20,734 to 15,324 since January 2017. There were 6,551 Employable GA and 8,773 Unemployable GA cases during the same period. The cases in Union County decreased by 22.2% (360 Employable GA and 510 Unemployable GA cases).

Even with caseloads significantly decreasing in Union County, statistics show that there are more than 10.6 % of households still currently below the poverty line, many receiving welfare assistance. Because B&M has identified a constellation of needs among the general population of WFNJ TANF and GA/SNAP recipients in Union County, B&M is responding to this request for proposal (RFP).

We believe that Union County caseloads are decreasing because of the proposed programs and our desire is to continue to assist the WFNJ TANF and GA SNAP population to become self-sufficient by providing the educational services, skills training, and employment activities needed to become competent and self-sufficient individuals. Statistics indicate that most of the TANF recipients have little education and a poor work history. These are barriers that can cause other problems (e.g., homelessness, substance abuse, etc.) There continues to be a dire need for this population to attain employment so they can become self-sufficient.

SECTION 4. PROGRAM DESCRIPTION FOR EACH OF THE PROPOSED SERVICE

Describe the program in detail:

- A Give a concise picture of the daily programmatic operations
- b. Description of overall proposed services: all training, supportive, outreach, and related activities
- C Indicate Curriculum Outline – Identify & list major units and hours of instruction by subject
- d. Cite special staff training or expertise
- e. Hours of program operation
- f. Cite affiliation agreements, if applicable
- g. Describe all job development activities
- h. Identify and explain how service would scaled (service to be offered to participants and LOS), Should the proposer receive less than the proposed budget amount. Use proposal summary page

TANF Job Search Job Readiness	35 hours a week
GA/SNAP Job search Life skills	30 hours a week

B&M Consultants propose to provide a 35 hours Job Search Job Readiness for TANF clients and a 30 hour Job Search Life skills Activity for GA/SNAP clients.

Our objective is to provide employment-directed activities in which participants will remain engaged until completion, with the immediate goal of obtaining full-time employment. We will discuss barriers in reaching their goals and help them with strategies to overcome these barriers so that their transition in to the workforce will be smoother. B&M Consultants have studied successful seekers and their methods, and we know what works and what doesn't. B&M will assist TANF and GA/SNAP participants to plan, and conduct an organized and effective work search campaign. Within the first week our training component will cover resume preparation, interviewing skills, personal grooming, methods of identifying job opportunities, public transportation networking, and interview follow-up as well as time management life skills, and fulfillment of job duties will be part of the daily class discussions.

Participants will not only secure employment they will also be able to make the transition into the workforce more easily.

Each client will be required to take the TABE assessment the first day of enrollment. B&M will utilize the Atkins Life Skills Program Career Development Series for provision of the contracted Job Search/Job Readiness Activities during the first two (2) weeks of the 4 consecutive.

Job Club will begin the second week of the client's participation in the Job Search/Job Readiness Activity.

It is designed to last at least two (2) weeks or it may continue up to four (4) weeks or more should participants not obtained unsubsidized employment.

This will take the client into the next phase of seeking employment and thus requires daily, prompt attendance. Under the direction of the Job Search Coach, participant activities will include a blend of setting up appointments, going on a minimum of 3 interviews and/or contracts per week, and supportive employment counseling will be provided until the client obtains full time employment.

B&M Consultants, staff within the first week of participant's enrollment, will administer vocational Assessment on-site. "The Full Battery" Test of Adult Basic Education (TABE) which lasts approximately (4.5) hours will be given to participants in order to determine Literacy levels only.

Hours of operation will be Monday-Friday from 9:00-4:30 with a half hour lunch.

PROGRAM CURRICULUM OUTLINE

Job Search	35 hours a week	Job search Life skills	30 hours a week
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WEEK 1:

35hours

SUBJECT/TOPIC

Methodology

Materials

Who am I and where am I going

Orientation – New Applicants

Presentation

Video
Hand - outs

Exploring the world of work

Why Work?

Film – Discussion

.....Video

Resume Development,

reviewing different styles and formats of resume

Utilizing the Internet and Other Resources

Hands – on Exercise
To be conducted every day

Researching the Job Market

Hand on Exercise

Computer

Using Employment Agencies and personal contacts

Discovering Ways and Places to Find Job Openings

Presentation

Planning and Managing Time Effectively

Determining Methods of Following up Job Leads

Presentation

Video

Recording Your Job Search – Contact Log	Hands – on Exercise	Hand - outs
Employment Application, Cover letters and the Resume		Hand - outs
Contact with the Job Developer	Discussion	

WEEK 2: THE INTERVIEW

35 hours

How to Prepare and What to Bring with You	Presentation & Exercise	Hand outs
The Importance of Displaying Interest, Enthusiasm & Communicating Confidence	Presentation & Film	Video

Developing effective Interviewing Skills

Role Playing – Mock Interviews	Exercise	Video
Categories of Selling Yourself	Discussion	

Preparing for the Most Commonly Asked Questions	Exercise	Hand-outs
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Thank You Letter – after the Interview	Exercise	Hand-outs
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hands-on Exercises

Job Contacts	Field Work	
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WEEK 3: COMMUNICATION SKILLS

35 hours

Scheduling Job Appointments and Telephone Skills Managing time effectively	Hands on Exercise	Hand-outs
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Preparing for Employment Tests	Hands-on Exercise	Hand-outs
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What Is Appropriate Behavior	Presentation & Exercises	
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What Is Appropriate Vocabulary	Presentation & Exercises	Hand-outs
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Computer Skills-Practice	Hands-on Exercises	
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Employment Services	Field Trip	
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Job Contacts	Field Work	Hand-outs
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WEEK 4: DRESSING FOR SUCCESS

35 hours

The importance of the First Initial Impression	Presentation & Film	Video
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Considerations in Dressing for the Interview and	Presentation & Field Trip	
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Keeping Job Strategies

Good Attendance and Positive Attitude	Presentation & Exercise	Hand-outs
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Getting along with Co-workers, Clients and the Boss	Presentation & Film	Video
Learn the Tools Necessary to Turn Your Look into a Valuable Business Asset	Presentation & Exercise	Hand-outs
Importance of Good Hygiene and Cleanliness	Discussion	Hand-outs
Computer Skills- Practice	Hands-on Exercise	
Job Contacts	Field Work	Hand-outs
TANF Clients		<u>Total of 140 Hours</u>
GA/SNAP Clients		<u>Total of 120 Hours</u>

TANF Work Experience CWEP

GA/SNAP Work Experience CWEP

B&M will provide CWEP Transitional programs, consisting of no more than 6 consecutive month duration completing **required hours, or 30-35 hours**. Our CWEP component is designed to provide work experiences for program participants not otherwise able to obtain work experience through employment.

This stand-alone activity will prepare the client for transitioning into regular employment. The CWEP component will be used as a training tool for participants to help them develop good work habits and basic work skills. Clients will develop a resume of experience. The CWEP site will be used as a sheltered work environment for participant not ready to compete in the regular labor market, and who may need close supervision.

This program will be structured; we will work closely with each worksite who agree to provide Training opportunities for our clients. B&M will monitor this program daily, by contacting the worksite by telephone and site visits. We will monitor client's attendance/progress and periodic feedback on their status.

B&M will first orientate and identify possible barriers to employment by administering oral and Written Assessments Our Job Developer will assist every client developing an employability plan This plan will identify barriers that may impede client's progress it will then give strategies to overcome these barriers. Each client will also be required to take the TABE assessment

After the client has successfully completed a two month minimum at the CWEP worksite B&M will procure a letter of recommendation from the CWEP site supervisor. The third month We will complete an assessment of client's performance and evaluation of job readiness and if the client is determined job ready, they will be given excused time to explore employment opportunities and attend job interviews.

B&M will closely monitor time away from activity and appropriate times to return to

CWEP site. All employment referral and job interviews will be documented. After the client has successfully completed this CWEP activity and has not secured employment, a recommendation will be sent to case manager referring client to job search for their next activity.

Hours of operation

Monday-Friday 8:30am – 4:30pm/ a half hour lunch
TANF participants will be at their worksites, for 35 hours per week
GA/SNAP participants will be at their worksites, for 30hours per week

TABE Testing Services (TANF & GA/SNAP)

B &MC will provide the Adult Basic Education (TABE) assessment services to gauge Workfirst NJ participant's skill level. We will provide 25 TABE 9/10 assessments monthly on an as needed basis. The results will be submitted to the division of Social Services in a timely manner.

CWEP + Job Skills Training Directly Related to Employment

B&MC will provide a CWEP+ Job Skills training Directly Related to employment. This CWEP activity will provide 20 hours of CWEP activity and 15 hours a week of classroom training hours.

This class room training will prepare the students to care for patients in their homes; providing medical and non-medical care taught by registered nurses at our facility.

The training consist of 60 (classroom hours) providing the theoretical aspects of patient care at home and 16 clinical skills hours providing the practical aspects of home care, (clinical hours are completed at our facility) .

This 76 hour course will cover the U A P curriculum for Home Care/Hospice and long term care completing all competencies required by the New Jersey Board of Nursing. Once students complete required hours an application will be sent to the NJ Board of Nursing for their certification. B&M will secure a promise of employment for every student that completes the activity.

While waiting for the paperwork to be processed by the Board of Nursing, student will continued to attend their CWEP activity. During this time B&M Staff will work with each individual in completing the application process with the Board of Nursing, and preparing them for employment in health care.

This program allows an individual to become trained and certificated in a labor demand occupation in approximately 3 months.

Our Job Developer alone with other staff will work with each student collectively and individually until they are securely employed.

CWEP+ Job skills Training Directly Related to Employment CURRICULUM OUTLINE

Day 1	8:45am - 10:45am 1 0:45am - 12:45pm 12:45pm - 1 :15pm 1: 15pm - 2:45pm	5.5 hrs	Introduction to the role of the UAP /CHHA in nursing care settings Legalities & Ethics, HIPPA Foundations for working with people; Concepts of Communication Basic Human Needs; Understanding & Working with Ill Clients Lunch Abuses; Child & Elder, Neglect; Domestic Violence Proper Documentation; Medical terminology, mental illness vs. mental retardation
Day 2	8:30am - 1 0:30am 1 0:30am - 12:30pm 12:30pm - 1 :00pm 1 :00rn - 2:30pm	5.5 hrs	Safety Foundations for a Safe Client Environment Standard Precautions for Infection Control: Hand washing Lunch Emergencies
Day 3	8:30am - 12:30pm 12:30pm - 1 :00pm 1 :00pm - 1:30pm 1:30pm - 2:30pm	5.5 hrs	Musculoskeletal Lunch Integumentary System Body Mechanics
Day 4	8:30am - 1 0:30am 1 0:30am - 12:30pm 12:30pm - 1 :00pm 1 :00pm - 2:00pm 2:00pm - 2:30pm	5.5 hrs	Gastrointestinal system: upper Gastrointestinal system: lower Lunch Urinary System Body Mechanics
Day 5	8:30am - 1 0:30am 1 0:30am - 12:30pm 12:30pm - 1 :00pm 1 :00pm - 2:00pm 2:00pm – 2:30pm	5.5 hrs	Cardiovascular System Respirator System Lunch Neurological System Endocrine System
	3:00pm - 3:30pm		Rest & Sleep
Day 6	8:30am - 9:30am 1 0:30am - 1 1 :30am 11 :30am - 12:30pm 12:30pm - 1 :00pm 1 :00pm - 2:00pm 2:00pm - 2:30pm	5.5 hrs	Reproductive system-pregnancy Immune System Death and Dying Lunch Nutrition, Housekeeping & Laundry Midterm Exam
Day 7	8:30am - 11 :30am 11 :30am - 12:30pm 12:30pm - 1 :00pm 1 :00pm - 2:30pm	5.5 hrs	Infancy through Old Age: Related Needs: Physical, emotional, mental, spiritual optimal environment- CHHA Role Clinical: Bathing infant Lunch Clinical: Adult bed bath positioning; skin care, Shower

Day 8	8:30am - 12:30pm 1 2:30pm - 1 :00m 1 :00pm - 2:30pm	5.5hrs	Clinical: ROM, transfer & mobility equipment Lunch Oxygen, equipment; Isolation technique; sterile clothes: thermometer
Day9	8:30am - 10:30am 1 0:30am - 12:30pm 12:30pm - 1 :00pm 1 :00pm - 2:30pm	5.5 hrs	Simple Procedures Skills Practicum Lunch Skills Practicum
Day 10	8:30am - 12:30pm 12:30pm - 1 :00pm 1 :00pm - 2:30pm	5.5 hrs	Skills Practicum Lunch Skills Practicum
Day 11	8:30am - 12:30pm 12:30pm - 1 :00m 1 :00pm - 2:30pm	5.5 hrs	Skills Practicum Lunch Skills evaluations
Day12	8:30am - 12:30pm 12:30pm - 1 :00pm 1 :00pm - 2:30pm	5.5 hrs	Clinical Competency Testing Lunch Review
Day13	8:30am - 12:30pm 12:30pm - 1 :00pm 1 :00pm - 2:30pm	5.5 hrs	Clinical Competency Testing Lunch Review
Day 14	8:30am - 12:30pm 12:30pm - 1 :00pm 1 :00pm - 2:30pm	5.5 hrs	Lunch End Term Exam

Every WFJN Client enrolled in this program must participant in a two (2) hour job search workshop once a week and complete 20 hours of CWEP at an approved assistant living facility.

CWEP+ Education Directly Related to employment

B&MC will provide a CWEP+ Education Directly Related to employment program with job training related to employment. The goal of these two-components is to provide the theoretical and the practical aspects of work so the client can obtain and retain employment.

The CWEP participants will be simultaneously enrolled in Community Work Experience and job Training. Each client will be required to take the TABE assessment the first day of enrollment. B&MC will identify appropriate community work experience work sites for each participant as they enter the program. Job search activities will be on going throughout the program. The first component being (15) hours a week, begins with Keyboarding and the general usage of the keyboard with its many functions. The basics of Microsoft Windows and Operations techniques follow this in preparation for Microsoft Word and Excel lessons for practical application in the workforce arena. Each student will be introduced to the Internet at this stage to facilitate the job search requirements and posting of resumes.

All students are given Internet addresses and taught navigation procedures to enhance their understanding of the computer and its many benefits to occupational venues. Each student will be tested in MS Word to establish individual proficiencies.

The second component being (20) hours a week of Community Work Experience (CWEP) is where each Participant will gain work experience at a CWEP work site. B&M will choose a site where client can use their skills learned in the training component. The second components (15) hours per week will be the class room Training. Training in business communication, basic computers and job search job readiness. These Components together totaling (35) hours a week:

With these two components combined the client will gain the experience and knowledge to secure unsubsidized employment. The duration of this program is approximately 3 months.

The CWEP and the job skills training component is designed to provide work experiences for program participants not otherwise able to obtain employment, in order to prepare them for transition into regular jobs. The CWEP component will be used as a training tool for participants to help them develop good work habits and basic work skills. Develop a resume of experience. will be used as a sheltered work environment for participant not ready to compete in the regular labor market, and who may need close supervision.

Tuesday – Thursday from 9:00am – 4:30pm participants will be at their CWEP worksites for a total of 20 hours a week.

Monday & Friday from 9:00am – 4:30pm will be 15 (CRT) classroom hours a week

CWEP+ Education Directly Related to employment **CURRICULUM OUTLINE**

(CRT) Classroom Room Training non-core activity

<u>Course Title</u>	<u>Lab Hours</u>	<u>Lecture Hours</u>	<u>Total</u>
Communication	20	25	45
Concept of Basic Computer	10	10	20
Applications, MS Word, Excel	15	15	30
Internet	30	10	40
Workplace Etiquette/life skills	20	25	45
Job Search/Job Readiness skills		On going for three months	
			180 Total hours

- h. The activities and number of participants described above, are base on the currently proposed funding. In the event that such is reduced the number of participants might need to be scaled in proportion to the reduction. However, in order to ensure that each individual obtain the maximum benefit from the program no other adjustment would be necessary.

SECTION 5. GOAL & OBJECTIVES OF EACH PROPOSED PROGRAM

- a. Specifically state the outcomes your agency will achieve.
- b. Describe in detail how your agency will ensure that, at minimum, 50% of clients referred from Division of Social Services will be enrolled, remain engaged and complete the program.
- C What are the measurable goals for the participant outcomes?
- d. What are the objectives of the program?
If employment is a goal, list area employers you will be working with and the types of jobs they offer.
- f. For Job Search & Job Readiness Activities describe how your program will achieve the 50% placement rate.

Job Search Job Readiness

Job search Life Skills

Outcomes and Goals:

(80%) of the Clients will successfully complete the JS/JRA

(75%) of the Clients after completing 4 weeks of job/search job/readiness will have the tools and confidence to secure unsubsidized employment.

(50%) of the clients will overcome the barriers and will secure employment and understand the benefits of working and becoming self-sufficient.

B&M will make a concerted effort to enroll and keep the client engaged in the program for the required hours per month.

To ensure that at minimum 75% of the clients enrolled referred from referrals from UCDSS and the One Stop, remain engaged and complete the program; our staff will contact each individual by telephone prior to the date of enrollment.

We will address any barriers they may have that would hinder them from engaging and remaining in the program. After accessing these issues i.e. childcare, transportation, prior appointments and any medical issues they may have, we will make a concrete effort to rectify these issues before their start date.

After enrolling these participants, we will create incentives to encourage participants to attend and remain in activity until completion. As part of our incentive program we will reward participants for good attendance. Rewards i.e. prepaid telephone cards, gift cards from local fast food chains, Barber shops, and beauty salons. After completing the third week of Job search B&M will have a

luncheon for the completers where they will receive a certificate of completion.

Objectives:

Through our JS/JR training students will develop skills needed to enter the workforce.

Will provide hands on experience with the real world of work through role-play and other job search activities. We will also assist students in creating a resume after preparing them for the work force. Our job coach will assist participants in obtaining and retention employment through on going job search activities.

B&M will achieve the 50% placement rate for our Job search Job readiness clients by sponsoring a positive recruitment day, every third Friday of the month. Representatives from local companies and temp agencies will come to interview and complete the application process for current openings for positions in child care, customer Service, and in retail. The 80% of the clients that successfully completed Job search will complete the interviewing process; we project at least 50% of these clients will secure unsubsidized employment.

CWEP PROGRAMS

Outcomes and Goals:

At minimum (80%) of the referrals will be enrolled, remain engaged and successfully complete the CWEP activity

After completing (2) months of CWEP activities B&M will complete a progress report and each client will be re-assessed and evaluated CWEP Site will attest to client's good performance and work habits by a letter of recommendation. Once the letter of recommendation is received we will assist client with job preparation skill development including resume writing and interviewing skills. 75% of the CWEP clients will complete (2) months of the CWEP activity.

After having successfully participated in the CWEP activity for three month client will be better prepared to explore job opportunities and attend job interviews. When client is determined job ready we will allow them to attend job interviews up to two times a week for the remaining three months. B&M will closely monitor time away from activity. Our ultimate goal is to have client placed in full-time unsubsidized employment. 65% of the CWEP clients will successfully complete CWEP activity and will be determined job ready.

To ensure that at minimum 75% of the clients enrolled referred from referrals from UCDSS and the One Stop, remain engaged and complete the program, our staff will contact each individual by telephone, prior to enrollment, to address any barriers they may have that would hinder them from engaging and remaining in the program. After accessing these issues i.e. childcare, transportation, housing, prior appointments and any medical issues they may have, we will make a concrete effort to rectify these issues before their start date.

We will create incentives to encourage participants to attend and remain in activity until completion. As part of our incentive program we will reward participants for good attendance. Rewards i.e. prepaid telephone cards, gift cards from local fast food chains, Barber shops, and beauty shops These incentives will: 1) being competitive will encourage the participate to complete. 2) It will also help build their self-confidence. After completing the program B&M will have a luncheon for the completers

where they will receive certificates of completion.

So that clients can fulfill their required hours of participation; site agreements will be made with CWEP agencies for clients to attend their CWEP sites when agency is closed for days other than the ten County approved holidays

Objectives:

Through our CWEP activity students will acquire valuable work experience. This experience will help them understand the world of work and develop a resume of work experience.

Outcomes and Goals:

approximately (75%) of Clients will successfully complete the AWEF program

approximately (65%) of the Clients after completing 3 months of the CWEP activity and Educational component they will have the skills and confidence to secure unsubsidized employment.

approximately (50%) of the Clients will secure employment

approximately (35%) of the Clients will utilize their vocational skills to continue to pursue careers

Our objective is to provide the vocational training needed to assist the WFNJ participant to become work ready by achieving vocational progress that will support their ability to fully utilize services or enter unsubsidized employment.

CWEP+JOB SKILLS TRAINING RELATED TO EMPLOYMENT

Outcomes and Goals:

85% or more participants will enter employment as CHHA's

70% or more participants will retain employment as a CHHA which will provide them with more options to advance in the healthcare industry. participants that become certified will be able to earn an average of \$12.00 per hour and go on to further their education to become CNA's, and LPN's and earn more.

Our objective is to provide the clients with a skill and a New Jersey state certificate in just three months. This will allow the participant to enter the workforce faster. Our Job Developer will assist participants in obtaining a promise of employment for every participant that completes this activity. Because there is a dire need in the healthcare industry for Certified Home care services our placement rate will be above the required 50%.

TABE Testing Services (TANF & GA/SNAP

B &MC will provide the Adult Basic Education (TABE) assessment services to gauge Workfirst NJ participant's skill level. We will successfully provide the TABE 9/10 assessments monthly on an as needed basis. The results will be submitted to the division of Social Services in a timely manner.

CWEP+EDUCATION DIRECTLY RELATED TO EMPLOYMENT

B&M will make a concerted effort to enroll and keep the client engaged in the **CWEP+Education** Training program for the required hours.

After receiving referrals from UCDSS to ensure the minimum of 85% enrollment, our staff will contact each individual by telephone, mail and if necessary by home visit, to address any barriers they may have that would hinder them from engaging and remaining in the program. After accessing these issues i.e. childcare, transportation, prior appointments and any medical issues they may have, we will make a concrete effort to rectify these issues before their start date.

After enrolling these participants, we will create incentives to encourage participants to attend and remain in activity until completion. As part of our incentive program we will reward participants for good attendance. Rewards i.e. prepaid telephone cards, gift cards from local fast food chains, Barber shops, and beauty shops. After completing 85% of the program B&M will have a luncheon for the completers where they will receive a certificate of completion. So that clients can fulfill their required hours of participation; site agreements will be made with the agencies for clients to attend their CWEP sites when agency is closed for days other than the ten County approved holidays.

Outcomes and Goals:

Approximately (80%) of Clients will successfully complete the CWEP+ Education Directly Related to Employment activity.

Approximately (75%) of the Clients after completing 3 months of the CWEP activity and Job Skills Training will have the tools and confidence to secure unsubsidized employment.

Our objective is to provide the clients with the skills and the experience needed to enter the workforce. Our Job Developer will assist participants in obtaining and retention employment through ongoing job search activities.

CWEP + ABE

This course will provide training in basic computers and communication. We will provide training techniques to enhance participants verbal nonverbal and written communication skills. The ABE component will be (10) hours a week. This ABE component will be combined with a (20) hour CWEP component together totaling (30) hours. We will attempt to place participants in CWEP sites related to their classroom training where they will obtain workplace literacy. They will gain the practical knowledge needed to secure unsubsidized work. The CWEP sites will be developed on an individual referral basis/or small group slots depending on the needs of the participant and the capacity to the identified CWEP agency. The duration of this CWEP+ABE activity will be a minimum of (3) months.

CWEP+ABE Training

<u>Course Title</u>	<u>Lab</u>	<u>Lecture</u>	<u>Total</u>
Communications	2.5	2.5	5
Basic Computer literacy	2.5	2.5	5
Navigating Internet			
Search/Job Readiness skills	on going for three months		
10 Total hours per week			

Outcome participant will be able to effectively and efficiently interpret and transfer information. It will help build confident and give participants an open mind and this will result in a successful outcome.

SECTION 6 PROGRAM SUPERVISION

- a. Briefly outline a description of the overall agency operation and the people involved in oversight and the operation of this program.

The Director will oversee the operation of all proposed activities daily. All CWEP activities will be supervised by our Job Developer and Office Administrator along with the work site supervisor daily. They will monitor client's attendance and progress the entire time of enrollment enrolled at their sites. Together they will select work sites for clients to match their abilities, goals and interest to ensure the provision of a meaningful and effective work experience for our clients. They will also mediate any disputes that may arise between the participant and his/her supervisor.

The Job Developer will provide both written and oral assessments along with life skills and job readiness for all Job Search and Job Readiness/ Life Skills Activities. The Job Developer will also place clients in CWEP Sites.

Our Instructors will coordinate and conduct workshops and classroom activities for proposed programs

The administrator assistant will monitor the time on each individual though daily sign in sheets and entering the time in on the E-time sheet at the end of every week.

The highly qualified and experience Director will oversee the operation of this program by providing a flexible, communicative and interactive environment with her qualified staff to ensure that each component of this program are in compliance with contract.

SECTION 7. PROGRAM EVALUATION

- a. What internal process is in place to assess the extent to which the program is implemented as planned?
- b. Explain what the internal monitoring procedures and assessment tools will be:
 - Who will perform the evaluation?
 - How frequently will it be performed?
 - What are the criteria for success?
 - Identify the mechanism for tracking the results?
 - What type of report or statistics will be generated?
 - Who will receive the report?

B&M Consultants have put Internal monitoring procedures and assessment tools in place to ensure that program is implemented as planned.

Weekly the Director assisted by administrator will track participants' attendance, punctuality, attitude, behavior, interpersonal skills, appearance for job search training, completion of assignments, progress, review participants' evaluations by their job coach, and counsel participants as needed regarding their progress, personal growth, and career development as

it relates to their progress and deficiencies. Also, the highly qualified and experienced Director will provide a flexible, communicative and interactive environment to guide the participant through each component of Job Search Job Readiness. Each participant is evaluated upon completion of the training program to compare the pre and posttest scores and overall objectives.

Based on monthly program evaluations of the participants' progress by the instructors, the Director will evaluate and counsel participants regarding deficiencies in attendance, progress, non-compliance or suitability continuance in the program, and completion of the training program. In turn, the Director will notify Union County case managers of relevant changes according to its rules and regulations.

The Director will complete statistical reports monthly/quarterly, reporting categories i.e. enrollment, completions, employed, and retention. A copy of this report will be send to Union County.

Records maintained by BMCC will include:

- An ongoing monitoring of slot availability level and/or recruitment needs.
- Documentation of participant's program assignment according to assessment results and individual program entry criteria.
- Budget reviewing all vouchers, expenditures and staff utilization.
- Ongoing participant achievement evaluation by instructors.
- Compilation of attendance data.
- Periodic staff meetings to examine programmatic and participant's progress.

SECTION 8. MANAGEMENT CAPABILITY

- a Briefly outline agency ability to establish and maintain compliance with the funding rules, governing regulations, the assurances, certifications and general provisions as it pertains to its subcontract if awarded.
- b Describe agency's fiscal management systems which meets the minimum generally accepted accounting principles overall, and its relationship to the receipt and disbursement of funds if subcontract is awarded.
Describe agency's fiscal management systems which meets the minimum generally
- c accepted accounting principles overall, and its relationship to the receipt and disbursement of funds if subcontract is awarded.
- d Identify what measures or processes are practiced by the agency to assure fiscal accountability. In order to meet the requirements of the above, the agency's fiscal management system will be set up as follows:
- e Identify the individual and position title of the person the agency has delegated as the fiscal authority.

Our company has established accounting and monitoring practices to ensure fiscal and regulatory compliances. B&M has procedures and controls that facilitate the accurate and categorical accounting for all funds received and expended by the company.

The Executive Director along with the CPA firm will maintain a professional atmosphere with appropriate checks and balances in place to comply with any and all regulations, assurances, certifications, provisions, in addition to monitoring the financial accounting and control systems of the training program.

B&M Consultants plans to work within the framework outlined by Government Auditing Standards and comply with the requirements of the single audit act and OMB Circular A-133.

We have utilized personnel to provide the necessary checks and balances in accounting principles, according to GAAP and to review our accounting records through the use of a Certified Public Accountant.

- Segregation of duties – The director will oversee the entire financial and management function. Her assistant will handle the more day-to-day functions i.e.: bank deposits, opening mail, etc. All disbursements with respect to each contract will be approved by the director.
- Safeguarding of assets – All checks, contracts and payroll records will be kept in a locked file cabinet.
- Contract Evaluation and Budget – The total expenditures required for each contract will be assessed and a budget prepared before commencing work using QuickBooks software. Periodic checks of budget vs. actual will be conducted.
- Maintenance of Funds and General Ledger – A separate bank account will be maintained for all funds received and disbursed from each contract. Account codes and reference description will be assigned to each category or classification.
only expenses that are relevant to the performance of the contract will be drawn from this account. Those expenses will be based on the budgeted expense items and pre-approved criteria established prior to the execution of the contract.
- A qualified, independent outside bookkeeper will maintain the general ledger in order to assure fiscal accountability of the agency.
- Finally, an annual audit will be conducted by a firm qualified to perform Yellow Book audits as required. The Executive Administrator opens and processes all mail. The Director processes funds. Our Financial Analyst will process Account Receivables.

Richard Barre, CPA delegated as the fiscal authority will review the General Ledger and all supporting documentation, accounting practices and internal controls utilized in the daily financial management and preparation of financial statements.

The Director's accounting is reviewed by the company's Certified Bookkeeper, Ann Walsh and Certified Public Accountant.

SECTION 9 GRANT PERSONNEL QUALIFICATIONS

List the key personnel who will be working directly on this contract, including names of instructors.

Teresa Banks, BA Degree Sociology/ MSW, Executive Director, overseer of the programs
Richard Barre & Company, Certified Public Accountants & Consultants
Ann Walsh, Bookkeeper
Lewis Blackman, RN, Instructor
Monica Jones, AAS degree, administrative assistant CWEP site coordinator
Angela Simpson, BS Degree Computer Science, Instructor
Clarence Manuel-McNeill, MA Degree Psychology, Counselor/
Brian Banks, Job Developer

SECTION 10 SITE CLOSINGS / HOLIDAYS OBSERVED

- a. List in details all scheduled site closings. What is your organization's plan to serve clients in the event of regular or unexpected site closings other than the ten (10) recognized holidays? If your agency is scheduled to close for an extended period of time, e.g. Christmas and Thanksgiving, what accommodations will be made for clients to fulfill their required hours of participation?
- b. Cite agreement with other agencies to have available activities for clients when agency is closed(for other than the ten (10) approved holidays)

Christmas Day
New Year's Day,
Martin Luther King's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving

Observe all County holidays.

So that clients can fulfill their required hours of participation; they will be placed in a CWEP site and will also be responsible for an independent job search; which they will document a required amount of contacts. This document will be reviewed by a representative from B&M for accuracy. This will be done when the agency is closed for days other than the ten County approved holidays

SECTION 11 PARTNERSHIP / COORDINATION WITH INSTITUTIONS & ORGANIZATIONS

- a. Describe your organization's experience in working as a partner within a system. If applicable, describe the organization's experience as a participant in systems that deliver educational and/or employment and training services to this population.

In the pass B&M Consultants partnered with Union County Economic Development Center assisting them in providing JS/JR and life skills Activities for TANF and GA/SNAP clients.

We also partnered with local agencies in union county providing social services, and training to the community through non- profit organizations, churches and community centers.

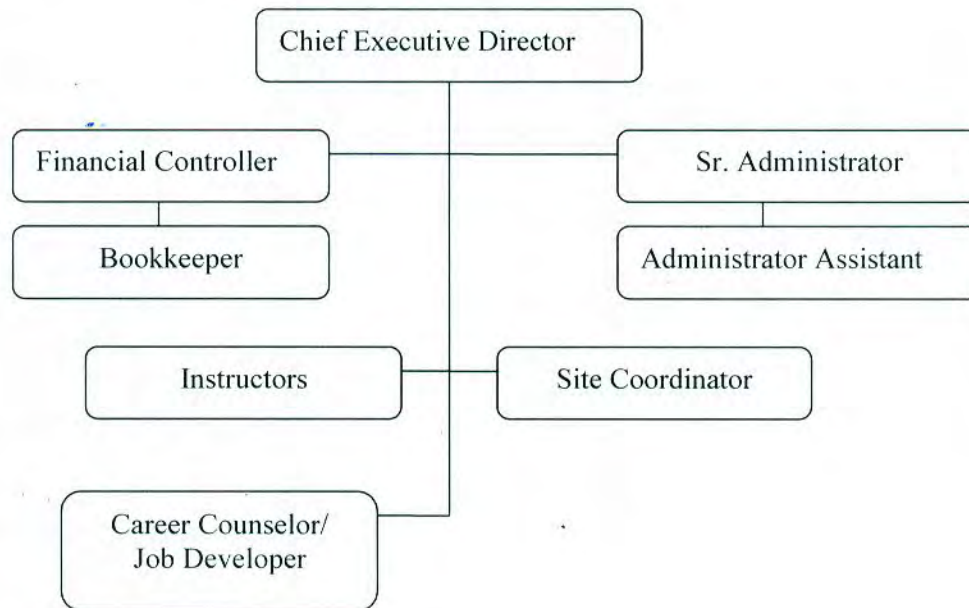
BMCC partnered with The Elizabeth Academy of Finance (part of Elizabeth High School) in a mentoring program for high school juniors and senior. It was a career development program that focused on finance and career planning; our plans are to continue this partnership with the Elizabeth Board of Education in the future.

Most recently BMCC Joint Easter Seals NJ in developing a companionship training program to assist people with various special needs.

SECTION 12 REQUIRED DOCUMENTS AND CERTIFICATIONS

- A. Standard Assurances
- B. General Provisions
- C. Request for proposal: Assurances
- D. Organizational References
- E. Certification Regarding Debarment, suspension, ineligibility and voluntary exclusion lower tier covered transactions
- F. Certification regarding lobby for contracts, grants loans and cooperative agreements
- G. Instruction for certification
- H. Affirmative action for requirement
- I. Mandatory Equal Employment opportunity language
- J. Affidavit of no conflict of interest
- K. Non-collusion affidavit
- L. Americans with disability Act
- M. Disclosure of investment Activities in Iran
- N. Confidentiality of material/disclosure of information
- O. Statement of ownership disclosure

AGENCY'S ORGANIZATION CHART



BOARD OF DIRECTORS

(Agency Board Membership List)

- Teresa Banks
- Clarence Bauknight Esq.
- Clarence Manuel
- Jesse McNeill, Sr.
- Angela Simpson
- Bonnie Thomas

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

B & M CONSULTANTS, INC.

ADDRESS:

**333 N BROAD ST. STE#2
ELIZABETH NJ 07208-3706**

EFFECTIVE DATE:

06/23/94

TRADE NAME:

SEQUENCE NUMBER:

0628110

ISSUANCE DATE:

03/02/17

James J. Fuscone
Director
New Jersey Division of Revenue

FORM-BRC

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

BARRE & COMPANY
CERTIFIED PUBLIC ACCOUNTANTS & CONSULTANTS

2204 Morris Avenue, Suite 206

Union, New Jersey 07083

(908) 686-3484

FAX - (908) 686-6055

June 30, 2014

Teresa Banks- Owner

B & M Consultants, Inc.

214 Commerce Place

Elizabeth, New Jersey 07201

Dear Ms. Banks:

We have audited the financial statements of B & M Consultants, Inc. as of and for the year ended 2013, and have issued our report thereon dated June 30, 2013. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit

As communicated in our engagement letter dated April 7, 2014, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in conformity with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of its respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of B & M Consultants, Inc. solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

We have provided our comments regarding significant control deficiencies and other matters noted during our audit.

www.cpa-bc.com • info@cpa-bc.com

5 Independence Way • Suite 300 • Princeton, NJ 08540 • (609) 275-4810

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, as appropriate, our firm, and our network firms have complied with all relevant ethical requirements regarding independence.

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by B & M Consultants, Inc. is included in Note 1 to the financial statements. There have been no initial selection of accounting policies and no changes in significant accounting policies or their application during 2013. There was one significant and unusual transaction. During the year, the entity disposed of a vehicle that was included as a fixed asset. The vehicle was stolen and the resulting insurance check was considered as a gain on disposal of equipment since the vehicle was fully depreciated.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive accounting estimates affecting the financial statements are the remaining lives of fixed assets.

Significant Difficulties Encountered during the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole.

Uncorrected and Corrected Misstatements (Continued)

During the audit, we recommended eighteen (18) adjusting journal entries. The effect of such entries was to increase assets by \$28,858, increase liabilities by \$299, increase equity by \$9,768 and increase net income by \$38,327 for a net income (increase in net assets) of \$22,125 in the current year.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to B & M Consultants, Inc.'s financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Representations Requested from Management

We have requested certain written representations from management, which are included in the management representation letter dated June 30, 2014.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings or Issues

In the normal course of our professional association with B & M Consultants, Inc., we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating conditions affecting the entity, and operating plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as B & M Consultants, Inc.'s auditors.

Certain other findings or issues arose from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process. These are as follows:

Finding 1: Insufficient documentation to support transactions

Discussion: During the course of the audit there were three (3) instances where there were journal entries posted by the outside bookkeeping firm to the general ledger that could not be supported with proper documentation.

Example 1: The owner of the business received an insurance check for \$14,000 for settlement of the theft of the company vehicle. The check was not made out to the business but instead to the owner. The check was deposited to the owner's personal account and a check for \$11,000 was drawn by the owner to paydown the business's credit card balance. We were however unable to obtain documentation in order to determine the disposition of the remaining \$3,000. After discussions with the owner we determined that it was never deposited back into the business and so was treated as a owner disbursement.

Example 2: During two payperiods, there were 3 payroll checks prepared by the payroll company to be distributed to 2 subcontracted instructors. According to the general ledger, the checks were voided and the 2 instructors were due payroll in the amounts of \$4,500 and \$1,200. According to the owner, she had no knowledge that the checks were voided, instead believing that the checks were given to the instructors and that no money was due to the instructors. We were able to confirm with one of the instructors, who was due \$4,500, that there was no money due to him as of December 31, 2013. However, there was no documentary evidence of a payroll, or any other check(s), cashed to support this confirmation. We therefore reasonably assumed that the payment was made from the owner's personal account to the instructor and we reclassified the payment as a capital contribution by the owner.

Example 3: Deposits were recorded as tuition revenue during the forth quarter of 2013, although there is no documentation supporting the nature of the deposit. Without any documentation we reasonably assumed that the deposits were contributions from the owner leading to an audit adjusting entry reclassifying tuition to capital contribution.

Recommendation: We recommend the following:

1. In the case of the insurance check, although the check was made out to the owner and needed to be deposited to the owner's personal account, once deposited a check for the full amount should have been drawn from the owner's account and deposited to the business account. From that point, a check could have been written to pay the credit card balance. This provides for a clearer trail of the accounting transaction and a complete record of documentation.
2. Any checks that are voided should
 - a. have a written request from the owner requesting the check be voided
 - b. have the physical voided check maintained in a file to document that the check was voided
 - c. in the case of payroll, should have the payroll check transaction reversed by the payroll company

3. Business expenses should not be paid directly from the owner's personal account.
4. All entries by the bookkeeping firm should be supported with documentation that, not only shows the nature of the transaction, but also the details of the transaction. For instance, deposits in the bank statement should be matched to deposit slips and other documentation that will support the nature of the deposit so that the transaction can be properly classified in the general ledger.

Finding 2: Multiple personal transactions are recorded through the business accounts and there is commingling of business items with personal items.

Discussion: The owner of the business sometimes uses the business accounts (credit cards and bank accounts) to pay for personal expenditures.

Example 1: The owner paid for a vacation through the company credit card resulting in a material adjusting entry to reclassify the transaction as a business expense to a owner disbursement.

Example 2: The owner's vehicle, which was recorded as a business fixed asset, was found to have title in the name of the owner and not in the name of the business. As discussed earlier, the vehicle was stolen and the resulting settlement check was made out to the owner and not the business. This resulted in a commingling of personal and business assets.

Recommendations: We recommend the following:

1. The business should not pay for personal items through the business bank account, loans, or credit card accounts.
2. The titles and contracts supporting all business assets and liability items should be in the name of the business. For instance, if a vehicle is considered as a business asset then it should be in the name of the business.

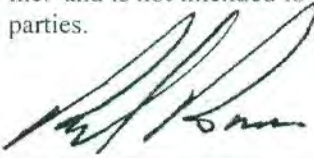
Finding 3: Incorrect payroll records resulted in audit adjustments

Discussion: Due to working capital constraints, the owner chose not to cash certain of her payroll checks. The checks were not destroyed or voided but maintained in the possession of the owner. The payroll journal entry credited a due to owner liability account and debited salary expense. The owner then wrote herself checks of various amounts from the operating account which were meant to replace the payroll checks that were not cashed.

Recommendation: We recommend the following:

1. If the owner decides to void a check, or decides not to cash a payroll check, it should be communicated in writing to the bookkeeper who should maintain a copy of the written request.
2. If the owner decides not be paid a salary for a particular pay period, then the check should be voided by journal entry and physically voided with a copy of the voided check maintained.
3. The payroll company should be made aware of the decision to void the check and should make the necessary adjustments to reverse the payroll and payroll taxes from the records. This would result in a balanced reconciliation of the general ledger to the payroll records.
4. All payroll, regardless of whether it is a full payroll check or a partial payment, should be processed by the payroll company. If the owner does decide to write checks from a business account that these checks be treated as owner disbursements and not salary expense.

This report is intended solely for the information and use of the owner of B & M Consultants, Inc. and is not intended to be and should not be used by anyone other than these specified parties.



June 30, 2014

NJ training opportunities

new jersey's guide to training & education programs

[HOME](#) | [VIEW MY LIST](#) | [SEARCH](#) | [RESOURCES](#) | [CONTACT US](#) | [FAQS](#) | [LOGIN](#)

Search Recap

Search Type: Occupation or Training

Keyword: B & M Consultants

Keyword Search By: exact phrase

Number of Results: 8

Your search found the following providers and programs

Results For Training Programs Search

Your search found the following programs. To obtain additional information, click on the program name.

[Customize View](#) [Back to Default View](#)

Program Name		Total Clock Hours	Total Cost of Program
<u>AWEP/Office Procedures</u>	inDemand	180	\$1,500.00
B & M Consultants, Inc. - PCS	Average Program Rating(1-6):		
Elizabeth, Union	★ (3)		
	View Comments		
	Add Your Comments		
<u>CWEP + Education Related to Employment</u>	Average Program Rating(1-6):	180	\$1,500.00
B & M Consultants, Inc. - PCS	N/A (0)		
Elizabeth, Union	Add Your Comments		
<u>Certified Home Health Aide</u>	inDemand	76	\$2,835.00
B & M Consultants, Inc. - PCS	Average Program Rating(1-6):		
Elizabeth, Union	★★★★★ (27)		
	View Comments		
	Add Your Comments		
<u>Certified Nurse Aide</u>	inDemand	90	\$1,636.00
B & M Consultants, Inc. - PCS	Average Program Rating(1-6):		
Elizabeth, Union	★★★★★ (23)		
	View Comments		
	Add Your Comments		
<u>Job Search/Job Readiness</u>	Average Program Rating(1-6):	140	\$500.00
B & M Consultants, Inc. - PCS	N/A (0)		
Elizabeth, Union	Add Your Comments		
<u>Medical Billing & Coding</u>	Average Program Rating(1-6):	40	\$2,303.00
B & M Consultants, Inc. - PCS	★★★★★ (1)		
Elizabeth, Union	View Comments		
	Add Your Comments		
<u>Office Administration</u>	inDemand	390	\$4,000.00
B & M Consultants, Inc. - PCS	Average Program Rating(1-6):		
Elizabeth, Union	N/A (0)		
	Add Your Comments		
<u>Office Administration/Medical</u>	inDemand	520	\$4,000.00
	Average Program Rating(1-6):		

WORKFIRST NEW JERSEY 2020 RFP

ATTACHMENT C

REQUIRED DOCUMENTS AND CERTIFICATIONS

STANDARD ASSURANCES AND CERTIFICATIONS

STANDARD ASSURANCES AND CERTIFICATIONS

The Union County Workforce Development Board will not award a grant where the Applicant or Sub-Recipient has failed to accept this Agreement, the Scope of Work, the Standard Assurances, and Certifications, and the General Provisions contained herein. In performing its responsibilities under this Agreement, the Scope of Work, the Standard Assurances, and Certifications, and the General Provisions, the Applicant or Sub-Recipient hereby certifies and assures that it will fully comply with the following:

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

By signing this Agreement, the Scope of Work, the Standard Assurances, and Certifications, and the General Provisions, the Applicant or Sub-Recipient is providing the above assurances and certifications as detailed below:

1) ASSURANCES NON-CONSTRUCTION PROGRAMS

As the duly authorized representative of the Applicant or Sub-Recipient, I certify that the Applicant or Sub-Recipient:

- A) Has the legal authority to apply for federal assistance and the institutional managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
- B) Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting principles or agency directives.
- C) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- D) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- E) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of Office of Personnel Management's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
- F) Will comply with all federal statutes relating to nondiscrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq. (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101- 6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972, 21 U.S.C. 1101 et seq. (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the

Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 21 U.S.C. 801 et seq. (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act (42 U.S.C. 290 dd-2), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) the Genetic Information Nondiscrimination Act of 2008 which prohibits discrimination on the basis of genetic information; (j) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

- G) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601 et seq. (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
- H) Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
- I) Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally assisted construction sub-agreements.
- J) Will comply, if applicable, with Flood Insurance Purchase Requirements of section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. 4001 et seq. (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- K) Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 U.S.C. 4321 et seq. (P. L. 91-190) and Executive Order (Executive Order) 11514; (b) notification of violating facilities pursuant to Executive Order 11738; (c) protection of wetlands pursuant to Executive Order 11990; (d) evaluation of flood hazards in flood plains in accordance with Executive Order 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), Executive Order 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.

Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 21 U.S.C. 3601 et seq. (19-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism (g) section 232 and 233 of the Public Health Service Act (42 U.S.C. 290-295), as amended, relating to confidentiality of alcohol and drug abuse patient records (h) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2601 et seq.), as amended, relating to nondiscrimination on the basis of race or ethnicity of housing; (i) the General Information Nondiscrimination Act of 1962 which prohibits discrimination on the basis of genetic information; (j) any other nondiscrimination provision in the specific statute(s) under which application for federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

(3) Will comply or has already complied with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601 et seq. (19-616) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted program. These requirements apply to all interests acquired for project purposes regardless of project participation in such area.

(H) Will comply with the provision of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7329) which limits 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-276a-7), the Copeland Act (40 U.S.C. 276b and 28 U.S.C. 334) and the Contract Work Hours and Safety Standards Act (40 U.S.C. 332-333), relating to labor standards for federally assisted construction sub-agencies.

(J) Will comply if applicable with the provisions of the Flood Insurance Act of 1973, 42 U.S.C. 4001 et seq. (19-634) which requires participation in a special flood insurance program to participate in the program and to purchase flood insurance if the total cost of insurable property is \$10,000 or more.

(K) Will comply with any other standards or standards which may be established pursuant to the following: (a) Federal law or executive order relating to environmental policy (b) Federal law or executive order relating to environmental policy (c) Executive Order 11514 of 1969, 42 U.S.C. 4321 et seq. (19-616) and Executive Order 11514 (19-616) (d) protection of wetlands pursuant to Executive Order 11514 (19-616) (e) evaluation of flood hazards in flood plain in accordance with Executive Order 11514 (19-616) (f) issuance of project consentancy with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.) (g) compliance of federal orders to state (h) implementation plan under section 156(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 1840 et seq.) (i) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974 as amended, 42 U.S.C. 300f et seq. (19-634) and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (16 U.S.C. 1531 et seq. (19-634-302).

(L) Will comply with the provisions of the Federal Water Pollution Control Act of 1972 (16 U.S.C. 1351 et seq.) relating to protecting, conserving, and restoring components of the national wild and scenic river system.

(M) Will assist the existing agency in ensuring compliance with section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) (Executive Order 11323 (19-616) and section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470) et seq.

(N) Will comply with 51-53-84a regarding the protection of human subjects involved in research, development and related activities supported by the 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 Applicant or Sub-Recipient 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 Applicant or Sub-Recipient to another party if said party is listed in the Excluded Parties List System in the federal SAM.
- T) Will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q).
- U) Will comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

2) CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 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., Applicant or Sub-Recipient 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 Applicant or Sub-Recipient as defined at 34 CFR Part 85, sections 85.605 and 85.610.

The Applicant or Sub-Recipient 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 Applicant or Sub-Recipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B) Establishing an ongoing drug-free awareness program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The Applicant or Sub-Recipient'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 Union County Workforce Development Board, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- A) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin.
- B) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.
- C) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.
- D) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
- E) The Americans with Disabilities Act (P.L. 101-336) which prohibits discrimination based on disabilities in the areas of employment, public services, transportation, public accommodations and telecommunications. It requires all affected entities to provide *reasonable accommodation* to persons with disabilities.

- F) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any Workforce Innovation and Opportunity Act Title I-financially assisted program or activity.
- G) The grant applicant also assures that it will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

6) UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (2 CODE OF FEDERAL REGULATIONS, PART 200)

As a condition to the award of any grant funds administered by the Union County Workforce Development Board—including, but not limited to, Workforce Innovation and Opportunity Act (WIOA), WorkFirst New Jersey (WFNJ): Temporary Assistance to Needy Families (TANF), General Assistance (GA), Supplemental Nutrition Assistance Program (SNAP), and Workforce Learning Link (WLL)—the Applicant or Sub-Recipient certifies and assures that it will fully abide by 2 Code of Federal Regulations Part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

7) UNION COUNTY WORKFORCE DEVELOPMENT BOARD POLICY AND PROCEDURAL ASSURANCES AND CERTIFICATIONS

As a condition to the award of any grant funds administered by the Union County Workforce Development Board—and in performing its responsibilities as required by this Agreement, the Scope of Work, the Standard Assurances, and Certifications, and the General Provisions—the Applicant or Sub-Recipient hereby certifies and assures that it will fully comply with all of the policies, procedures, directives and guidance of the Union County Workforce Development Board; The Applicant or Sub-Recipient further certifies and assures that the Applicant or Sub-Recipient:

- A) Is financially solvent, able to pay all debts as they mature and possesses sufficient working capital to complete the Scope of Work as outlined in the Request for Proposal and in this Agreement.
- B) Will maintain an operating reserve balance to ensure the Applicant and/or Sub-Recipient has the ability to carry out the deliverables of the federal and/or state grant award as outlined in the Union County Workforce Development Board Strategic Plan, 2016-2020, and in this Agreement, the Scope of Work, the Standard Assurances, and Certifications, and the General Provisions.
- C) Will accumulate and maintain sufficient reserves—in its fiduciary capacity for prudent financial management—to accomplish the strategic objectives of the Union County Workforce Development Board, and the Workforce Innovation and Opportunity Act and/or WorkFirst New Jersey, and in this Agreement, the Scope of Work, the Standard Assurances, and Certifications, and the General Provisions.
- D) Will begin each fiscal year with operating reserves of no less than 10% of the annual operating revenue budget of the Applicant and/or Sub-Recipient and to maintain debt appropriate for sound financial management of the Applicant and/or Sub-Recipient.
- E) Will maintain a level of funds that can be used to minimize the impact associated with unexpected allocation reductions to the operating budget.
- F) Will create and maintain the financial ability to respond to unplanned events—such as a natural disaster and/or a shutdown in government operations at the federal and/or state level due to a lapse in appropriations—to keep the Applicant and/or Sub-Recipient operating.

F) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA) which prohibits the limitation 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 effort citizenship as a lawfully admitted immigrant authorized to work in the United States or participation in any Workforce Innovation and Opportunity Act Title II-financially assisted program or activity.

G) The grant applicant and assures that it will comply with 2 CFR Part 85 and all other regulations implementing the law. The grant applicant understands that the United States has the right to seek judicial enforcement of this document.

6) UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (2 CODE OF FEDERAL REGULATIONS, PART 200)

As a condition to the award of any grant funds administered by the Union County Workforce Development Board--including but not limited to Workforce Innovation and Opportunity Act (WIOA), Workforce New Jersey (WNJ), Temporary Assistance for Needy Families (TANF), General Assistance (GA), Supplemental Nutrition Assistance Program (SNAP), and Workforce Training Initiative (WITI)--the Applicant in Sub-Recipient entities and organizations will fully observe the 2 Code of Federal Regulations Part 200--Union Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

7) UNION COUNTY WORKFORCE DEVELOPMENT BOARD, POLICY AND PROCEDURAL ASSURANCES AND CERTIFICATIONS

As a condition to the award of any grant funds administered by the Union County Workforce Development Board--and in parting its responsibilities as required by this Agreement, the scope of Work, the Standard Assurances and Conditions, and the General Provisions--the Applicant of the Recipient hereby certifies and assures that it will fully comply with all of the policy, procedures, policies and guidelines of the Union County Workforce Development Board, the Applicant or Sub-Recipient, full at contract and assures that the Applicant or Sub-Recipient:

A) Financially solvent, able to pay all debts as they mature and possess sufficient working capital to complete the scope of Work as outlined in the Request for Proposal and in this Agreement.

B) Will maintain an operating reserve, a policy to be set in the Applicant and/or Sub-Recipient for the ability to carry out the deliverables of the federal or state grant award as outlined in the Union County Workforce Development Board Strategic Plan (2019-2020) and in this Agreement, the scope of Work, the Standard Assurances and Conditions, and the General Provisions.

C) Will accumulate and maintain sufficient reserves--in its liquidity capacity for prudent financial management--to accomplish the strategic objectives of the Union County Workforce Development Board, and the Workforce Innovation and Opportunity Act and/or Workforce New Jersey, and in this Agreement, the scope of Work, the Standard Assurances and Conditions, and the General Provisions.

D) Will begin each fiscal year with operating reserves of no less than 10% of the annual operating revenue budget of the Applicant and/or Sub-Recipient and a maintain debt, appropriate for sound financial management of the Applicant and/or Sub-Recipient.

E) Will maintain a level of funds that can be used to minimize the impact associated with unexpected allocation reductions to the operating budget.

F) Will create and maintain the financial ability to respond to unplanned events--such as a natural disaster and/or a slowdown in government operations at the federal and/or state level due to a lapse in appropriations--to keep the Applicant and/or Sub-Recipient operating.

- G) Will match with non-federal in-kind funds a share of 10% of all costs submitted for vouchers on a monthly basis, to the Workforce Innovation and Opportunity Act and/or WorkFirst New Jersey grants.
- H) Will provide the Union County Workforce Development Board with independently audited Financial Statements in accordance with Generally Accepted Accounting Principles (GAAP), as a for-profit subrecipient, for the prior fiscal year.
- I) Will provide the Union County Workforce Development Board with independently audited Financial Statements in accordance with Financial Accounting Standards Board (FASB), standards for the reporting of nonprofit Financial Statements, for the prior fiscal year.
- J) Will provide the Union County Workforce Development Board with a certified copy of the Single Audit Report or independently audited Financial Statements for the prior fiscal year, on an annual basis.
- K) Will advise the Union County Workforce Development Board of any administrative findings and/or issues pertaining to non-compliance within 30 days of said notice. Corrective action to the administrative findings and/or non-compliance issues must be provided as well.
- L) Will apply all the standards, assurances, certifications, policies, procedures, directives, and performance reporting requirements delineated herein to all of the grant funds awarded by the Union County Workforce Development Board including, but not limited to, Workforce Innovation and Opportunity Act (WIOA), WorkFirst New Jersey—Temporary Assistance to Needy Families (TANF), General Assistance (GA), and Supplemental Nutrition Assistance Program (SNAP), and Workforce Learning Link (WLL).
- M) Will employ internal controls and financial management procedures to ensure that Workforce Innovation and Opportunity Act (WIOA) and WorkFirst New Jersey (WFNJ) funds are used in manner required by federal, state and county laws.
- N) Will manage, maintain and track budgeted-to-actual monthly expenses based on the contracted line-item budget and will provide said reports to the Union County Workforce Development Board.
- O) Will request a budget modification at least thirty days (30) prior to the need arising.
- P) Will not request reimbursement for expenses not in the approved line-item budget and not authorized through the budget modification procedure, pursuant to subsection 7 – O above.
- Q) Will notify the Union County Workforce Development Board of any liens or civil judgements against the applicant agency, its President, Executive Director, or Chief Executive Officer.
- R) Will comply with all Workforce Area Guidance Letters as ratified by the Union County Workforce Development Board, and any other policy directives communicated.
- S) Will submit all contracts, memoranda of understanding, vouchers, the standard assurances, certifications, general provisions—and modifications thereto—along with all supporting documentation printed on single-sided paper.
- T) Will provide verifiable quality services to participants so as to meet the goals, objectives and deliverables outlined in the Union County Workforce Development Board's Strategic Plan 2016-2020, and in this Agreement, the Scope of Work, the Standard Assurances, and Certifications, and the General Provisions.

- U) Will participate in the relevant committees established by the Union County Workforce Development Board, including but not limited to, the Youth, Disability, Literacy, and American Job Center Committees.
- V) Will provide monthly reporting of performance data related to program elements for reportable individuals and participants and exited participants to the Union County Workforce Development Board and to the American Job Centers of Union County, consistent with the performance goals outlined in subsection 7X and 7Y below.
- W) Will provide follow-up services to exited program participants for up to twelve (12) months subsequent to being exited as a participant by the American Job Center.
- X) Will work diligently to achieve the performance goals approved by the United States Department of Labor, the United States Department of Education, and the New Jersey Department of Labor and Workforce Development for programs funded through the Workforce Innovation and Opportunity Act (WIOA)—Adult, Dislocated Workers, and Youth—and the WorkFirst New Jersey grants for Program Year 2018:
 - 1) Adult Employment Rate 2nd Quarter After Exit: 80.6% (PY 2018)
 - 2) Adult Employment Rate 4th Quarter After Exit: 67.5% (PY 2018)
 - 3) Adult Credential Attainment 4th Quarter After Exit: 50.1% (PY 2018)
 - 4) Adult Median Earnings 2nd Quarter After Exit: \$4,513 (PY 2018)
 - 5) Dislocated Worker Employment Rate 2nd Quarter After Exit: 81.7% (PY 2018)
 - 6) Dislocated Worker Employment Rate 4th Quarter After Exit: 66.5% (PY 2018)
 - 7) Dislocated Worker Credential Attainment 4th Quarter After Exit: 53.5% (PY 2018)
 - 8) Dislocated Worker Median Earnings 2nd Quarter After Exit: \$5,869 (PY 2018)
 - 9) Youth Employment Rate 2nd Quarter After Exit: 75.0% (PY 2018)
 - 10) Youth Employment Rate 4th Quarter After Exit: 40.0% (PY 2018)
 - 11) Youth Credential Attainment 4th Quarter After Exit: 74.0% (PY 2018)
 - 12) TANF Client Participation Rate: 50.0% (PY 2018)
- Y) Will work diligently to achieve the performance goals approved by the United States Department of Labor, the United States Department of Education, and the New Jersey Department of Labor and Workforce Development for programs funded through the Workforce Innovation and Opportunity Act (WIOA)—Adult, Dislocated Workers, and Youth—and the WorkFirst New Jersey grants for Program Year 2019:
 - 1) Adult Employment Rate 2nd Quarter After Exit: 81.3% (PY 2019)
 - 2) Adult Employment Rate 4th Quarter After Exit: 68.3% (PY 2019)
 - 3) Adult Credential Attainment 4th Quarter After Exit: 50.4% (PY 2019)
 - 4) Adult Median Earnings 2nd Quarter After Exit: \$4,713 (PY 2019)
 - 5) Dislocated Worker Employment Rate 2nd Quarter After Exit: 82.2% (PY 2019)
 - 6) Dislocated Worker Employment Rate 4th Quarter After Exit: 67.4% (PY 2019)
 - 7) Dislocated Worker Credential Attainment 4th Quarter After Exit: 54.0% (PY 2019)
 - 8) Dislocated Worker Median Earnings 2nd Quarter After Exit: \$5,969 (PY 2019)
 - 9) Youth Employment Rate 2nd Quarter After Exit: 76.0% (PY 2019)
 - 10) Youth Employment Rate 4th Quarter After Exit: 49.0% (PY 2019)
 - 11) Youth Credential Attainment 4th Quarter After Exit: 75.0% (PY 2019)
 - 12) TANF Client Participation Rate: 50.0% (PY 2019)
- Z) Will provide in-school and out-of-school youth, ages 16 to 24, with all the fourteen (14) program elements required under the Workforce Innovation and Opportunity Act (WIOA), or cause them to be provided through an authorized Partner agency and/or Sub-Sub-Recipient; will provide the required career guidance, supportive services, quality occupational, vocational or career training; will track and document participants' progress through the approved Individual Service Strategy form; and will provide the requisite follow-up services to exited program participants for up to twelve (12) months subsequent to being exited as a participant by the American Job Center.

AA) Will comply with all applicable labor and employment laws enacted in the State of New Jersey, and will display all corresponding posters required under the laws in locations easily visible to all employees, including but not limited to, the following Laws, Rules and Regulations:

- 1) Wage Payment Law (N.J.S.A. 34:11-4.1 et seq.)
- 2) Wage and Hour Law (N.J.S.A. 34:11-56a et seq.)
- 3) Wage Collection (N.J.S.A. 34:11:57 et seq.)
- 4) Child Labor Laws (N.J.S.A. 34:2-21.1 et seq.) and (N.J.A.C. 12:58 et seq.)
- 5) New Jersey Earned Sick Leave Law (N.J.S.A. 34:11d-1 et seq.)
- 6) Family Leave Act (N.J.S.A. 34:11B-1 et seq.)
- 7) Discrimination in Wages (N.J.S.A. 34:11-56.1 et seq.)
- 8) Medical Examination Requested By Employer (N.J.S.A. 34:11-24.1 et seq.)
- 9) Suspension, Revocation Of Certain Employer LICENSES (N.J.S.A. 34:1A-1.11 et. seq.)
- 10) Notification By Employer Of Change In Health Benefits Plan (N.J.S.A. 34:11A-16 et. seq.) and (N.J.S.A. 17B:30-40)
- 11) Lie Detector Test (N.J.S.A. 2C:40A-1 et seq.)
- 12) Prohibited Job Advertisements (N.J.S.A. 34:8B-1 et seq.)
- 13) Electronic Communication Devices (N.J.S.A. 34:6B-5 et seq.)
- 14) Opportunity To Compete (N.J.S.A. 34:6B-11 et seq.)
- 15) Conscientious Employee Protection Act (Whistleblower Act) (N.J.S.A. 34:19-1 – 34:19-8)
- 16) Wage Payments (General Provisions; Violations; Fees And Penalties; Hearings) (N.J.A.C. 12:55 Subchapter 1)
- 17) Payroll Deductions (N.J.A.C. 12:55 Subchapter 2)
- 18) Wage Collection (General Provisions) (N.J.A.C. 12:61 Subchapter 1)
- 19) Notification (N.J.A.C. 12:2)
- 20) Notification Concerning Health Benefit Plans (N.J.A.C. 12:63)
- 21) Prohibited Discrimination Against Unemployed Individuals (N.J.A.C. 12:67)
- 22) Opportunity to Compete Act (N.J.A.C. 12:68)

BB) Will request technical assistance, in writing, from the Union County Workforce Development Board should the need arise.

CC) Pursuant to N.J.A.C. 17:44-2.2, the Applicant or Sub-Recipient shall maintain all documentation related to products, transactions, or services under this Agreement, the Scope of Work, the Standard Assurances, and Certifications, and the General Provisions, for a period of five (5) years from the date of final payment. Such records shall be made available to the Union County Workforce Development Board, and its authorized representatives, and to the New Jersey Office of the State Comptroller upon request.

DD) Will submit any request for payment by submitting an authorized voucher form and by signing the **Claimant's Certification and Declaration**, which states: *"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."*

As the duly authorized representative of the Applicant or Sub-Recipient, I hereby certify and assure the Applicant or Sub-Recipient has read, understands and will comply with this Agreement, the Scope of Work, the Standard Assurances, and Certifications, and the General Provisions. I further certify and assure that as the duly authorized representative, I retain the authority to accept federal and state funds including Workforce Innovation and Opportunity Act (WIOA), WorkFirst New Jersey (WFNJ): Temporary Assistance to Needy Families (TANF), General Assistance (GA), Supplemental Nutrition Assistance Program (SNAP), and/or Workforce Learning Link (WLL). I further certify and assure the Applicant and/or Sub-Recipient has the financial stability and financial reserves required to perform the services outlined in this Agreement, the Scope of Work, the Standard Assurances, and Certifications, and the General Provisions, and will practice

prudent financial management to accomplish the strategic objectives of the Union County Workforce Development Board, and the Workforce Innovation and Opportunity Act and/or WorkFirst New Jersey grants. The information provided below and the information provided herein, accurately reflect the desires and wishes regarding the use of these funds within the County of Union consistent with the requirements of the funding sources and our intent. Further, with my affixed signature, our agency, company or corporation agrees to follow, to be accountable for and to be responsive to the rules, laws, policies and plans developed by the federal, state, county governments, and the Union County Workforce Development Board, related to the federal and state funds included in this Agreement, the Scope of Work, the Standard Assurances, and Certifications, and the General Provisions and to require all Partners and/or Sub-Sub-Recipients under this Agreement, the Scope of Work, the Standard Assurances, and Certifications, and the General Provisions to agree to same.

Teresa Banks

PRINT NAME & TITLE

Teresa Banks

SIGNATURE

6/8/20

DATE

Monica S. Jones

ATTEST:

Monica Jones

CORPORATE SEAL / NOTARY PUBLIC

MONICA S. JONES

NOTARY PUBLIC

STATE OF NEW JERSEY

ID # 50069634

MY COMMISSION EXPIRES OCT. 10, 2022

The Journal of Law, Economics, & Organization, V16 N1

GENERAL PROVISIONS

DEFINITIONS

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

- **Grantor** is defined as the Union County Workforce Development Board, which is also referred to as Union County Workforce Development Board .
- **Applicant or Sub-Recipient** is defined as any entity in direct receipt of funds by written instrument from Union County Workforce Development Board .
- **Applicant or Sub-Recipient** is defined as any entity in receipt of funds from an Applicant or Sub-Recipient.
- **Agreement** refers to the contract with Union County Workforce Development Board, the General Provisions, and where applicable, the Standard Assurances and Certifications.
- **Program exit** 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. 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:
 - **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 Applicant or Sub-Recipient.
 - **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 Applicant or Sub-Recipient. 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 new increase(or decrease) in the amounts owed by the Applicant or Sub-Recipient for goods and other property received, for services performed by employees, contractors, Applicant or Sub-Recipient, 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.
 - **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 ID Applicant or Sub-Recipient), 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 Applicant or Sub-Recipient during a given period requiring the provision of funds for (1) goods and other tangible property received; (2) services performed by employees, contractors, Applicant or Sub-Recipient, subcontractors and other payees; and (3) other amounts becoming owed (by the Applicant or Sub-Recipient) under programs for which no current services or performance are required, such as annuities, insurance claims and other benefits.

Union County Workforce Development Board retains the right to examine all costs to determine appropriateness of the charge to a category. The Applicant or Sub-Recipient 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 Applicant or Sub-Recipient agrees to comply with all federal, state and municipal laws, rules and regulations generally applicable to the activities in which the Applicant or Sub-Recipient is engaged in performance of this agreement.
- B) These laws, rules and regulations include, but are not limited to the following:
 - 1) Federal Office of Management and Budget (OMB) documents:
<https://www.whitehouse.gov/omb/>
 - 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: https://www.state.nj.us/infobank/circular/clr1508_omb.pdf.
 - (b) State Grant Compliance Supplement:
<https://www.state.nj.us/infobank/circular/clrcindx.htm>
 - 3) State Affirmative Action Legal Citations: The Applicant or Sub-Recipient agrees to comply with and to require Applicant or Sub-Recipient 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 Applicant or Sub-Recipient assures and agrees that it will fully comply with the requirements of the New Jersey Employment and Workforce Development Act (P.L. 1992 c. 43) and state regulations and directives governing this program. These requirements include the following assurances:

- 1) The Applicant or Sub-Recipient 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 Applicant or Sub-Recipient 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 Applicant or Sub-Recipient will promptly notify Union County Workforce Development Board and refund all money to Union County Workforce Development Board, including payments made to any Applicant or Sub-Recipient on its behalf.
- 3) The Applicant or Sub-Recipient 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 Applicant or Sub-Recipient 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 WORKFORCE INNOVATION AND OPPORTUNITY ACT financially-assisted program or activity.
- 2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin.
- 3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.
- 4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.
- 5) Title IX of the Education Amendments of 1972, as amended which prohibits discrimination on the basis of sex in educational programs.
- 6) The Americans with Disabilities Act (P.L. 101-336) which prohibits discrimination based on disabilities in the areas of employment, public services, transportation, public accommodations and telecommunications. It requires all affected entities to provide reasonable accommodation to persons with disabilities.
- 7) The Genetic Information Nondiscrimination Act of 2008 which prohibits discrimination on the basis of genetic information.
- 8) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made and the requirements of any other nondiscrimination statute(s) which may apply to the application.

The Applicant or Sub-Recipient 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 APPLICANT OR SUB-RECIPIENT

- A) Applicant or Sub-Recipient may be considered high risk if Union County Workforce Development Board determines that Applicant or Sub-Recipient:
 - 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 Union County Workforce Development Board determines that an award will be made; special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award. Special conditions and/or restrictions may include:
 - 1) Payment on a reimbursement basis;
 - 2) Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period;
 - 3) Requiring additional, more detailed financial reports;
 - 4) Additional project monitoring;
 - 5) Requiring the Applicant or Sub-Recipient to obtain technical or management assistance; and
 - 6) Establishing additional prior approvals.

2) NONDISCRIMINATION AND EQUAL OPPORTUNITY

The Applicant or sub-recipient 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 permanent resident authorized to work in the United States or participation in any WORKFORCE INNOVATION AND OPPORTUNITY ACT 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 (PL 101-336) which prohibits discrimination based on disabilities in the areas of employment, public services, transportation, public accommodations and telecommunications. It requires all affected entities to provide reasonable accommodation to persons with disabilities.
- 7) The Genetic Information Nondiscrimination Act of 2008 which prohibits discrimination on the basis of genetic information.
- 8) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made and the requirements of any other nondiscrimination statute(s) which may apply to the application.

The Applicant or sub-recipient 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 APPLICANT OR SUB-RECIPIENT

- A) Applicant or sub-recipient may be considered high risk if Union County Workforce Development Board determines that Applicant or sub-recipient:
 - 1) has a history of unethical, performance;
 - 2) is not financially stable;
 - 3) has a financial management system which does not meet the standards set forth in section 2;
 - 4) has not continued to improve condition of previous award and;
 - 5) is otherwise not responsible.
- B) When Union County Workforce Development Board 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 of a reimbursement bond;
 - 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 Applicant or sub-recipient to obtain technical or management assistance; and
 - 6) Establishing additional prior approvals.

- C) If Union County Workforce Development Board decides to impose such special conditions and/or restrictions, an official from the Union County Workforce Development Board will notify the Applicant or Sub-Recipient 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 Union County Workforce Development Board 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 Applicant or Sub-Recipient shall be responsible for maintaining an adequate financial management system and will immediately notify Union County Workforce Development Board when the Applicant or Sub-Recipient cannot comply with the requirements established in this section of the grant.
- B) The Applicant or Sub-Recipient'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 Union County Workforce Development Board -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 Applicant or Sub-Recipient 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 Union County Workforce Development Board ;
 - 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 Union County Workforce Development Board and the disbursement by the Applicant or Sub-Recipient, whenever funds are advanced by Union County Workforce Development Board .

- C) Union County Workforce Development Board may require the submission of a Statement of Adequacy of the Accounting System, as provided in Chapter II-2 of the **One-Stop Comprehensive Financial Management Technical Assistance Guide**, available at http://www.doleta.gov/grants/pdf/FinalTAG_August_02.pdf.
- D) Union County Workforce Development Board 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 Union County Workforce Development Board determines that the Applicant or Sub-Recipient's accounting system does not meet the standards described in paragraph B above, additional information to monitor the grant may be required by Union County Workforce Development Board upon written notice to the Applicant or Sub-Recipient, until such time as the system meets with Union County Workforce Development Board approval.
- E) Union County Workforce Development Board requires that the Applicant or Sub-Recipient 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 Applicant or Sub-Recipient 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 Applicant or Sub-Recipient 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 Applicant or Sub-Recipient and Union County Workforce Development Board , 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 Applicant or Sub-Recipient or Applicant or Sub-Recipient pooled costs (i.e., indirect costs or general and administrative), it is the sole responsibility of the Applicant or Sub-Recipient to provide documentation substantiating such cost. Union County Workforce Development Board 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.

Applicant or Sub-Recipient who are government, educational or nonprofit organizations must comply with federal cost principles as established in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. These regulations establish government-wide cost principles, including a requirement that salaries and wages charged to this agreement be supported by appropriate personnel activity reports and meet the requirements of 2 CFR 200.430(i) Standards for Documentation of Personal Expenses.

Union County Workforce Development Board 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 Union County Workforce Development Board.

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 Applicant or Sub-Recipient 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 Union County Workforce Development Board to review. Union County Workforce Development Board 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 Applicant or Sub-Recipient has the responsibility to ensure that its Applicant or Sub-Recipient, where appropriate, have similar documentation. Union County Workforce Development Board retains the right to determine whether costs/rates within this category are excessive.

Each Applicant or Sub-Recipient 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 Union County Workforce Development Board . Union County Workforce Development Board 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 Applicant or Sub-Recipient has the responsibility to ensure that its Applicant or Sub-Recipient, where appropriate, have similar documentation. Union County Workforce Development Board retains the right to determine whether costs/rates within this category are excessive.

Each Applicant or Sub-Recipient 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 Applicant or Sub-Recipient and its Applicant or Sub-Recipient where appropriate. Union County Workforce Development Board retains the right to determine whether costs/rates within this category are excessive.

Applicant or Sub-Recipient must ensure that costs related to meetings, entertainment, meals, graduations and celebrations are appropriate and of a *de minimis* amount. Each Applicant or Sub-Recipient must establish written policies consistent with that of the grant recipient. Union County Workforce Development Board 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 Applicant or Sub-Recipient has the responsibility to ensure that its Applicant or Sub-Recipient, where appropriate, have similar documentation. Union County Workforce Development Board 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. Applicant or Sub-Recipient 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. Applicant or Sub-Recipient using funds in such manner may have these costs disallowed. Applicant or Sub-Recipient 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 limits 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 Applicant or Sub-Recipient has the responsibility to ensure that no Applicant or Sub-Recipient violate this cap and that any violation on that basis is similarly disallowed.

Union County Workforce Development Board 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 Applicant or Sub-Recipient 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 Union County Workforce Development Board of the amount or method of calculation.

6) MATCHING AND COST SHARING

The Applicant or Sub-Recipient shall be required to account to the satisfaction of Union County Workforce Development Board 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 Applicant or Sub-Recipient 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 an Applicant or Sub-Recipient 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 Applicant or Sub-Recipient shall have no obligation to Union County Workforce Development Board 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 Applicant or Sub-Recipient and used in accordance with Chapter II-7 of the **One-Stop Comprehensive Financial Management Technical Assistance Guide**.

8) PRICE WARRANTY

The Applicant or Sub-Recipient 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 Applicant or Sub-Recipient 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 Applicant or Sub-Recipient or on behalf of the Applicant or Sub-Recipient shall be issued only after the agreement has been signed and agreed to by both parties. The Applicant or Sub-Recipient 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 Union County Workforce Development Board or his/her designee, the grantor will pay the Applicant or Sub-Recipient the contracted amount.
- B) A Payment Voucher form will be submitted in a form satisfactory to Union County Workforce Development Board , with supporting documentation that the contracted services are operational and will continue to be for the period specified in the agreement. At its discretion, Union County Workforce Development Board may request additional reports.

10) REPORTING REQUIREMENTS

The Applicant or Sub-Recipient agrees to provide all reports specified in this agreement within the established timeframe and to the satisfaction of Union County Workforce Development Board . All records must be current and reflective of actual events to ensure that reports may be timely and provide an actual depiction of ongoing activities. Applicant or Sub-Recipient 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 Applicant or Sub-Recipient agrees to cooperate with any monitoring, evaluation and/or audit conducted by Union County Workforce Development Board or their designees and authorized agents.
- B) The Applicant or Sub-Recipient 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 Applicant or Sub-Recipient also maintain records which are auditable. The Applicant or Sub-Recipient is responsible for any disallowed costs resulting from any audit exceptions incurred by its own organization or that of its Applicant or Sub-Recipient.
- C) Union County Workforce Development Board reserves the right to build upon the audit received. Interim audits may be conducted at the discretion of Union County Workforce Development Board .
- D) The Applicant or Sub-Recipient agrees to provide full access to their books and records and to submit to any audit or review of financial and compliance requirements of Union County Workforce Development Board .
- E) The Applicant or Sub-Recipient agrees to include in the engagement letter or agreement with any independent audit firm language that Union County Workforce Development Board is granted access to any and all workpapers that support or address any and all findings that are in regards to Union County Workforce Development Board funds.

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

- F) All Applicant or Sub-Recipient 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 Applicant or Sub-Recipient 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 an Applicant or Sub-Recipient 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 Applicant or Sub-Recipient 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, Applicant or Sub-Recipient single audits must contain similar reports and opinions for state funds.
- L) Applicant or Sub-Recipient 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 Applicant or Sub-Recipient 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 Applicant or Sub-Recipient 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 Applicant or Sub-Recipient 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 Applicant or Sub-Recipient agrees to collect, maintain and, upon request, report equal opportunity information, including sex, age, disability, ethnicity, and race, for all individuals who apply for benefits or services financially assisted by the program. Such records must include, but are not limited to, records on applicants, registrants, eligible applicants and registrants, participants, ex-participants, employees and applicants for employment. The Applicant or Sub-Recipient agrees to record the race, ethnicity, sex, age and where known, disability status of every applicant, registrant, eligible applicant and registrant, participant, ex-participant, applicant for employment and employee. The Applicant or Sub-Recipient further agrees to comply with the requirements of 2 C.F.R 200.79 and 2 C.F.R 200.82 which governs the use of personally identifiable information (PII). Such information must be stored in a manner that ensures confidentiality and must be used only for the purposes of recordkeeping and reporting; determining eligibility, where appropriate; determining the extent to which the Applicant or Sub-Recipient 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 Applicant or Sub-Recipient 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 Applicant or Sub-Recipient agrees to ensure that Applicant or Sub-Recipient retain records in accordance with these requirements. In the event of the termination of the relationship between Applicant or Sub-Recipient and Applicant or Sub-Recipient, the Applicant or Sub-Recipient shall be responsible for the maintenance and retention of the records of any Applicant or Sub-Recipient unable to retain them.

Access – Union County Workforce Development Board may investigate any matter it deems necessary to determine compliance with state policy and/or procedures. The investigations authorized by this provision may include examining records (including making certified copies thereof), questioning employees and entering any premises or onto any site in which any part of a program of the Applicant or Sub-Recipient is conducted or in which any of the records of the Applicant or Sub-Recipient are kept.

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

The Applicant or Sub-Recipient 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 Applicant or Sub-Recipient of the contractual responsibilities arising under its procurements. The Applicant or Sub-Recipient is the responsible authority, without recourse to Union County Workforce Development Board , regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurement entered in support of a grant.

15) PROPERTY

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

If the project is funded under WDP, all documents, patents, copyrights, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, reports, plans and other materials prepared by the Applicant or Sub-Recipient in connection with the grant are the property of said Applicant or Sub-Recipient. However, Union County Workforce Development Board 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 Union County Workforce Development Board upon notice given to the Applicant or Sub-Recipient and shall promptly be made available to Union County Workforce Development Board for inspection. Union County Workforce Development Board agrees to take all reasonable steps necessary to safeguard the Applicant or Sub-Recipient'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 Applicant or Sub-Recipient, Applicant or Sub-Recipient 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 WORKFORCE INNOVATION AND OPPORTUNITY ACT 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 Applicant or Sub-Recipient 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 Applicant or Sub-Recipient shall be held at the Applicant or Sub-Recipient's facilities or at public facilities whenever possible. The rate of reimbursement for mileage allowed for employees of the Applicant or Sub-Recipient or Applicant or Sub-Recipient(s) traveling by personal automobile on official business shall be the rate set by the Applicant or Sub-Recipient's policies that are in effect at the time of travel and may not exceed the Internal Revenue Service's standard mileage rate in effect at the time of the travel. If the Applicant or Sub-Recipient has an executed collective bargaining agreement, the mileage rate shall not exceed the current Internal Revenue Service's standard mileage rate. The current standard mileage rate can be found at the following website: <http://www.irs.gov/Tax-Professionals/Standard-Mileage-Rates>.

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

17) SUBCONTRACTING

The Applicant or Sub-Recipient 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 Applicant or Sub-Recipient would apply to any subcontractors or third parties hired by the Applicant or Sub-Recipient. It is the responsibility of the Applicant or Sub-Recipient 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 Union County Workforce Development Board effective at the time of submission of the modification.

- A) The Applicant or Sub-Recipient agrees to submit a written modification for approval prior to changing any budget line item contained in this agreement.
- B) Union County Workforce Development Board and Applicant or Sub-Recipient 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 Applicant or Sub-Recipient agrees to attempt to resolve disputes arising from this agreement by administrative process and negotiations in lieu of litigation. The Applicant or Sub-Recipient assures performance of this agreement while any dispute is pending.

Any dispute which is not settled by informal means shall be decided by Union County Workforce Development Board , who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Applicant or Sub-Recipient. The Applicant or Sub-Recipient 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 Applicant or Sub-Recipient shall proceed diligently with the performance under the agreement.

The dispute resolution mechanism described in this section is not exclusive. Union County Workforce Development Board and Applicant or Sub-Recipient 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 – Union County Workforce Development Board or Applicant or Sub-Recipient may request a termination for any reason. Union County Workforce Development Board or Applicant or Sub-Recipient shall give 90 days' advance notice, in writing, to the other parties to this agreement of the effective date of such termination. The Applicant or Sub-Recipient shall be entitled to receive just and equitable compensation for any services satisfactorily performed hereunder through the date of termination.
- B) Termination for Cause – Union County Workforce Development Board may terminate this agreement when it has determined that the Applicant or Sub-Recipient 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 Applicant or Sub-Recipient 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, Union County Workforce Development Board will notify the other parties to this agreement of such unsatisfactory performance or breach in writing. The Applicant or Sub-Recipient has 10 working days in which to respond with a plan agreeable to Union County Workforce Development Board for correction of the deficiencies. If the Applicant or Sub-Recipient does not respond within the appointed time with corrective plans satisfactory to Union County Workforce Development Board , Union County Workforce Development Board will serve a termination notice on the Applicant or Sub-Recipient which will become effective within 10 days after receipt. In the event of such termination, Union County Workforce Development Board 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 Applicant or Sub-Recipient 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

The Applicant or Sub-Recipient agrees to attempt to resolve disputes arising from this agreement by mediation, arbitration, or negotiation in lieu of litigation. The Applicant or Sub-Recipient agrees to participate in this agreement while any dispute is pending.

Any dispute which is not settled by informal means shall be decided by Union County Workforce Development Board, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Applicant or Sub-Recipient. The Applicant or Sub-Recipient shall be afforded an opportunity to be heard and to offer evidence in support of its position. Pending final decision of a dispute, neither the Applicant or Sub-Recipient shall proceed differently with the performance under the agreement.

The dispute resolution mechanism described in this section is not exclusive. Union County Workforce Development Board and Applicant or Sub-Recipient 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.

30) SEVERABILITY

If any one or more provisions of this agreement are found to be unlawful or unenforceable by a court of competent jurisdiction, the entire agreement shall be construed as if such unlawful provisions had not been contained herein.

31) TERMINATION

A) Termination for Convenience - Union County Workforce Development Board or Applicant or Sub-Recipient may request a termination for any reason. Union County Workforce Development Board or Applicant or Sub-Recipient shall give 90 days advance notice in writing to the other parties to this agreement of the effective date of such termination. The Applicant or Sub-Recipient shall be entitled to receive full and equitable compensation for any services satisfactorily performed hereunder through the date of termination.

B) Termination for Cause - Union County Workforce Development Board may terminate this agreement when it has determined that the Applicant or Sub-Recipient 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 Applicant or Sub-Recipient 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, Union County Workforce Development Board will notify the other parties to this agreement of such unsatisfactory performance or breach in writing. The Applicant or Sub-Recipient has 10 working days in which to respond with a plan of action to Union County Workforce Development Board for correction of the deficiencies. If the Applicant or Sub-Recipient does not respond within the appointed time with a corrective plan of action, Union County Workforce Development Board, Union County Workforce Development Board will serve a termination notice on the Applicant or Sub-Recipient which will become effective within 10 days after receipt. In the event of such termination, Union County Workforce Development Board shall only be liable for payment for services rendered prior to the effective date of a termination, provided such services are performed in accordance with the provisions of this agreement.

C) Termination for Reduction of Funds

If the Applicant or Sub-Recipient 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 Applicant or Sub-Recipient agrees that any such changes deemed necessary by the commissioner of Union County Workforce Development Board 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 Union County Workforce Development Board 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 Union County Workforce Development Board determines that all applicable administrative actions and all required work of the agreement have been completed by the Applicant or Sub-Recipient.
- 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 Applicant or Sub-Recipient shall submit a closeout package per the terms of the agreement, unless otherwise extended by Union County Workforce Development Board , after completion of the agreement period or termination of the agreement. Closeout forms will be supplied by Union County Workforce Development Board .
- C) The Applicant or Sub-Recipient will, together with the submission of the closeout package, refund to Union County Workforce Development Board any unexpended funds or unobligated (unencumbered) cash advances except such sums as have been otherwise authorized, in writing, by Union County Workforce Development Board to be retained.
- D) Within the limits of the agreement amount, Union County Workforce Development Board may make a settlement for any upward or downward adjustments of costs after the final reports are received.
- E) The Applicant or Sub-Recipient is responsible for those costs found to be disallowed, including those of any Applicant or Sub-Recipient paid from funds under this agreement, and Union County Workforce Development Board 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 Applicant or Sub-Recipient shall account for any property received from Union County Workforce Development Board or acquired with funds under this grant, including any property received or acquired by an Applicant or Sub-Recipient under this grant.
- G) The Applicant or Sub-Recipient shall forward closeout package to the grantor within 60 days of the closeout.

23) PERFORMANCE

The Applicant or Sub-Recipient 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 Union County Workforce Development Board as soon as they become known. Applicant or Sub-Recipient 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 Applicant or Sub-Recipient 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

term of its operations due to new or revised legislation or regulations. The Applicant or Sub-Recipient agrees that any such change deemed necessary by the Commissioner of Union County Workforce Development Board shall be immediately incorporated into this Agreement.

3) Unearned payments under this agreement may be suspended or terminated upon refusal to accept or satisfy any additional conditions that may be imposed by Union County Workforce Development Board at any time.

22) CONTRACT CLOSOUT

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

1) Contract Clossout - The cessation of an agreement is the process by which Union County Workforce Development Board determines that all applicable administrative actions and all required work of the agreement have been completed by the Applicant or Sub-Recipient.

2) Date of Contracting - 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.

3) The Applicant or Sub-Recipient shall submit a closure package per the terms of the agreement, unless otherwise extended by Union County Workforce Development Board, after completion of the agreement period or termination of the agreement. Closure forms will be supplied by Union County Workforce Development Board.

4) The Applicant or Sub-Recipient will, together with the submission of the closure package, submit to Union County Workforce Development Board any unexpended funds or unutilized (unencumbered) cash advances and all other funds as have been otherwise disbursed, in writing, by Union County Workforce Development Board to be retained.

5) Within the limits of the agreement award, Union County Workforce Development Board may make a settlement for any award or advance and all funds of cost after the final report are received.

6) The Applicant or Sub-Recipient is responsible for those costs that are to be disallowed, including those of the Applicant or Sub-Recipient paid from a grant under this agreement, and Union County Workforce Development Board retains the right to recover any disallowed amount after fully reviewing the recommendations and disallowances resulting from the final audit, even if a final audit has not been performed prior to the closeout of the agreement.

7) The Applicant or Sub-Recipient shall account for any property received from Union County Workforce Development Board, including with funds under this grant, including any property received or acquired by an Applicant or Sub-Recipient under this grant.

8) The Applicant or Sub-Recipient shall forward a closure package to the grantor within 60 days of the closeout.

23) PERFORMANCE

The Applicant or Sub-Recipient agrees performance will be in accordance with, and within the period of this agreement, and will immediately report any condition that may adversely affect performance to Union County Workforce Development Board as soon as they become known. Applicant or Sub-Recipient agrees to meet negotiated program goals and performance levels as a condition of future funding and for any program renewals. In the interest of transparency and operational efficiency for the funds contained in this contract, all funds or suspected funds involving grants must be reported to the grantor within 30 days of discovery. The Applicant or Sub-Recipient shall establish and document a process to ensure that the full range of programs and services provided with funds provided for the agreement are reviewed 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 Applicant or Sub-Recipient 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 Union County Workforce Development Board . The Applicant or Sub-Recipient acknowledges that Union County Workforce Development Board 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 Applicant or Sub-Recipient 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 Applicant or Sub-Recipient, its agent or representative to any officer or employee of Union County Workforce Development Board 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 Union County Workforce Development Board , and may justify further action under applicable state laws. The Applicant or Sub-Recipient 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 Applicant or Sub-Recipient 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 Applicant or Sub-Recipient 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 Applicant or Sub-Recipient will take to avoid the potential of conflict.

25) OPEN GOVERNMENT PRACTICES

The Applicant or Sub-Recipient 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 Applicant or Sub-Recipient shall be documented, maintained and available for review. The Applicant or Sub-Recipient should also require that Applicant or Sub-Recipient establish, document and maintain such policies as appropriate.

26) BONDING AND INSURANCE

The Applicant or Sub-Recipient shall ensure that every officer, director or employee who is authorized to act on behalf of the Applicant or Sub-Recipient 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 Applicant or Sub-Recipient 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

Union County Workforce Development Board 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 Union County Workforce Development Board 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 Union County Workforce Development Board or an event of default under the agreement and Union County Workforce Development Board 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 Union County Workforce Development Board 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 Union County Workforce Development Board 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 County of Union, and the Union County Workforce Development Board, 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 Applicant or Sub-Recipient shall be solely responsible for and shall keep, save and hold the County of Union, and the Union County Workforce Development Board, 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 Applicant or Sub-Recipient's services or to any other persons or from any damage to any property sustained in connection with the delivery of the Applicant or Sub-Recipient'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 Applicant or Sub-Recipient's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault or default of the Applicant or Sub-Recipient. The Applicant or Sub-Recipient's responsibility shall also include all legal fees and costs that may arise from these actions. The Applicant or Sub-Recipient's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

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

Teresa Banks, Executive Dir Teresa Banks
PRINT NAME & TITLE SIGNATURE

6/8/20
DATE

Monica S. Jones
ATTEST:

Monica Jones
CORPORATE SEAL / NOTARY PUBLIC
MONICA S. JONES
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 50089834
MY COMMISSION EXPIRES OCT. 10, 2022

ADONIS 095026889500059E

Why do low-morphology and flat-topped mountains, including all the peaks in the range, have the same shape? The answer is that they are all made of the same material, and they all have the same shape because they are all made of the same material.

0107 8 26 17 34199

106

12375A



CORPORATE 25A

514

AT2

YOU COME TO THE BEACH AT 10:00

REQUEST FOR PROPOSAL: ASSURANCES

I recognize that I must give assurance for each item below. If I cannot, this proposal will be automatically rejected. The assurances are:

1. I am authorized by my Board of Directors, Trustees, other legally qualified officer, or as the owner of this agency or business to submit this proposal on behalf of the "Proposer."
2. The submitted proposal shall remain valid for a period of at least 120 calendar days.
3. Proposer is not currently on any Federal, State of New Jersey, or local Debarment List.
4. Proposer will provide records to show financial solvency, if needed.
5. Proposer has/will have all of the financial control and accounting procedures needed to ensure that WIA funds will be used as required by law and contract.
6. Proposer has additional funding sources and will not be dependent on WIOA funds alone to carry out the proposed program(s).
7. Proposer will meet all applicable federal, state, and local compliance requirements. These include, but are not limited to:
 - Meeting Union County Workforce Development Board Insurance requirements
 - Ensuring that records accurately reflect actual performance
 - Maintaining record confidentiality, as required
 - Reporting financial, participant, and performance data, as required
 - Complying with Federal and State non-discrimination provisions
 - Meeting requirements of Section 504 of the *Rehabilitation Act of 1973*
 - Meeting all applicable labor law, including Child Labor Law standards
 - Meeting all child support enforcement certification requirements
 - Meeting all lobbying certification and disclosure of lobbying activities requirements
8. Proposer will not:
 - Place a youth in a position that will displace a current employee.
 - Use WIOA money to assist, promote, or deter union organizing.
 - Use funds to employ or train of persons in sectarian activities.
 - Use funds for youth in the construction, operation, or maintenance of any part of a facility to be used for sectarian instruction or religious worship.
 - Use WIOA funds for activities that would interfere with or replace regular academic requirements for eligible youth who are not dropouts.

I hereby assure that all of the above are true.

Teresa Banks
Signature & Print Name

Executive Director
Title

6/9/20
Date

REQUEST FOR PROPOSAL: ASSURANCES

I recognize that I must give assurance for each item below. If I cannot, this proposal will be automatically rejected. The assurance are:

1. I am authorized by my board of directors, trustees, other legally qualified officers, or as the owner of this agency or business to submit this proposal on behalf of the "Proposer."
2. The submitted proposal shall remain valid for a period of at least 150 calendar days.
3. Proposer is not currently on any Federal or State of New Jersey or local Department list.
4. Proposer will provide records to show financial solvency if needed.
5. Proposer hereby agrees to the financial control and accounting procedures needed to ensure that WIAA funds will be used as restricted by law and contract.
6. Proposer has obtained funding sources and will not be dependent on WIAA funds alone to carry out the proposed program(s).
7. Proposer will meet all applicable federal, state, and local compliance requirements. These include, but are not limited to:
 - Meeting Union (County Workers) and Employer and Board financial requirements
 - Ensuring that records are properly retained and maintained
 - Maintaining records confidentially as required
 - Reporting financial, personnel, and performance data as required
 - Complying with Federal and State non-discrimination provisions
 - Meeting requirements of Section 106 of the Rehabilitation Act of 1973
 - Meeting all applicable labor laws including Child Labor Laws
 - Meeting all child support enforcement certification requirements
 - Meeting all lobbying restrictions and disclosure of lobbying activities requirements
8. Proposer will not:
 - Place a youth in a position that will displace a current employee
 - Use WIAA money to assist, train or employ a person in a sectarian activity
 - Use funds to employ or train or pay for a person in a sectarian activity
 - Use funds for youth in the construction, operation or maintenance of any part of a facility to be used for sectarian instruction or religious worship
 - Use WIAA funds for activities that would interfere with or impede regular academic requirements for eligible youth who are not disruptive

I hereby assure that all of the above are true.

Signature & Print Name

Title

Date

ORGANIZATIONAL REFERENCES

Provide a minimum of 3 references. Use additional pages as needed.

Organization One: MZPC NEW BEGINNING MINISTRIES

☐ Public Agency/Government ☒ Faith-Based Organization ☐ Private-for-Profit Corporation
☐ Educational Institution ☐ Non-Profit Corporation ☐ Other _____

Contact Person & Title: Angela Simpson, Executive Admin/JOHN CLAYBORNE
Address: 1016 LA Fayette St City: Elizabeth State: NJ Zip: 07201 ASSIST. ADMIN.

Email: _____ Phone: 908 351-2170

Description of Work Completed:

provide life skills and job readiness programs and
basic computer literacy programs to the community living
in shelters and in other supportive programs

Organization One: Union County Voc. Tech

☐ Public Agency/Government ☐ Faith-Based Organization ☐ Private-for-Profit Corporation
☒ Educational Institution ☐ Non-Profit Corporation ☐ Other _____

Contact Person & Title: Lisa Traushen, Principal - UCCTT
Address: 1776 Raritan Rd City: Scotch Plains State: NJ Zip: 07076

Email: Ltraushen@ucvt3.org Phone: 908 889-8288

Description of Work Completed:

provided Certified Nurse Assistant programs
to high school students that wanted a career
in the medical field

Organization One: EPSTEIN SEPLIS

☒ Public Agency/Government ☐ Faith-Based Organization ☐ Private-for-Profit Corporation
☐ Educational Institution ☐ Non-Profit Corporation ☐ Other _____

Contact Person & Title: Faye Scott, coordinator

Address: 921 Elizabeth Ave City: Elizabeth State: NJ Zip: 07201

Email: M.Scott@NJEpsteinSeplis.com Phone: 908 965-3967

Description of Work Completed:

provide supportive and educational services
to senior citizens

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

B3M Consultants, Inc
Grantor/Contractor Organization

WLENTJ
Program/Title

TERESA Banks
Name of Certifying Official

Teresa Banks
Signature

6/9/20
Date

**CERTIFICATION REGARDING EXERCISE, SUFFICIENCY, INTEGRITY AND VOLUNTARITY
EXCLUSION FROM COVERED TRANSACTIONS**

The certification is required by the regulations implementing Executive Order 12849, Department and suspension of 29 CFR Part 94, Section 94.510. Participants' responsibilities. The regulations were published as Part VII of the May 2, 1988 Federal Register (pages 19150-19151).

BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION.

(1) The prospective recipient of Federal assistance funds certified by submission of this proposal that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____ Name of Certifying Official	_____ Signature	_____ Program Title	_____ Agency/Contractor Organization
--------------------------------------	--------------------	------------------------	---

INSTRUCTION FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "intelligible," "lower tier covered transactions," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous.
8. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

ATTACHMENT C: REQUIRED DOCUMENTS & CERTIFICATIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. It is hereby warranted that the prospective recipient of Federal assistance funds knowingly rendered no erroneous information in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.

3. The prospective recipient of Federal assistance funds shall provide written notice to the person to whom this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or it has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debtor," "suspended," "ineligible," "lower tier covered transactions," "participant," "person," "primary covered transaction," "principal," "person," and "voluntarily excluded," as used in this clause, have the meanings set out in the definitions and coverage exclusions of rules implementing Executive Order 13259.

5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that should the proposed covered transaction be entered into it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.

6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction who, upon completion of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous.

8. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-Procurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 7 of these instructions if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is debarred, suspended, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) 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 an agency, a Member of Congress, 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.

(2) 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.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants and contracts under grants, loans, and cooperative agreements) and that all* sub-recipients 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 Section 1352, Title 31, U.S. Code. 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.

B&M Consultants, Inc.
Grantor/Contractor Organization

WFNT
Program/Title

Teresa Banks
Name of Certifying Official

Teresa Banks
Signature

6/9/20
Date

CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) 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 an agency, a Member of Congress, or an officer or employee of Congress, or an officer or employee of a Federal entity, in the making of any Federal contract, the making of any Federal grant, the making of any Federal loan, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) 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 an agency, a Member of Congress, or an officer or employee of Congress, or an officer or employee of a Federal entity, in the making of any Federal contract, the making of any Federal grant, the making of any Federal loan, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grantees and contractors under grants, loans, and cooperative agreements) and that all sub-recipients 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 bidding or entering into this transaction imposed by Section 1352, Title 11, U.S. Code. Any person who fails to file this 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.

_____ Signature	_____ Name of Certifying Official
_____ Date	_____ Position

AFFIRMATIVE ACTION REQUIREMENT

REQUIRED AFFIRMATIVE ACTION EVIDENCE

General Requirements of P.L. 1975, c. 127: You are hereby put on notice that:

A. Procurement, Professional & Service Contracts

All successful vendors must submit within seven days of the notice of intent to award or the signing of the contract one of the following: **PLEASE CHECK ONE**

A photocopy of your Federal Letter of Affirmative Action Plan Approval

OR

A photocopy of your Certificate of Employee Information Report

OR

A completed Affirmative Action Employee Information Report (AA302)

If successful vendor does not submit the affirmative action document within the seven days the Union County Workforce Development Board will declare the vendor as being non-responsive and award the contract to the next lowest Proposer.

B3M Consultants, Inc.

NAME OF FIRM

Teresa Banks

SIGNATURE

(Original signature only, stamped signature not accepted)

Teresa Banks, Executive Director

NAME & TITLE

6/9/20

DATE

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127), N.J.A.C. 17:27 GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

AFFIDAVIT OF NO CONFLICT OF INTEREST

State of New Jersey :
: SS:
County of :

I, _____, the undersigned and _____
(Name) (Name of Office)

of the company/firm/agency named in the within proposal, do hereby swear to the following:

I have full authority to make the representations set forth in this Affidavit; and

I am unaware of any conflict of interest that could disqualify myself or my company/firm/agency should said company/firm/agency be selected among the list of approved vendors for the services and work by the Union County Workforce Development Board, and shall immediately notify said Board should one arise during the term of my contract.

SUBSCRIBED AND SWORN TO

BEFORE ME THIS 8th DAY
OF June 2020.

MONICA S. JONES

NOTARY PUBLIC

STATE OF NEW JERSEY

ID # 50069634

MY COMMISSION EXPIRES OCT. 10, 2022

NEW JERSEY

NOTARY PUBLIC OF

Monica S. Jones

PRINT NAME

Monica S. Jones

SIGNATURE

MY COMMISSION EXPIRES: Oct. 10, 2020.

UNITED STATES OF AMERICA

State of New Jersey
County of Essex
City of Newark

Notary Public for the State of New Jersey
(Notary Seal)

I, the undersigned, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the City of Newark.

In testimony whereof, I have hereunto set my hand and the seal of my office at Newark, New Jersey, this 1st day of January, 1901.

Notary Public for the State of New Jersey
My Commission Expires on the 1st day of January, 1902.
My Office is at Newark, New Jersey.

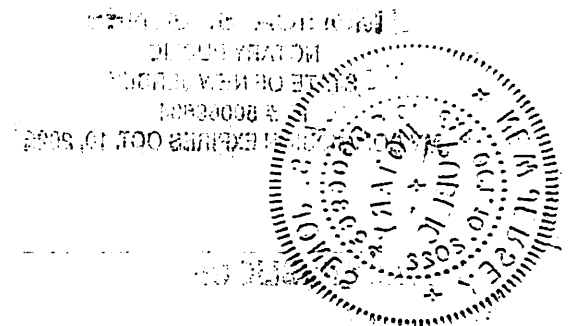
NOTARY PUBLIC

NEWARK, N. J.

1901

NOTARY PUBLIC

NOTARY PUBLIC



1901

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

PAGE 1 OF 2

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchases & Property, 125-01 EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchases & Property, 125-01 EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-11 et seq.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report or

Employee Information Report Form AAD-2 (electronically provided by the Division and distributed to the public agency through the Division's website at www.nj.gov/electronic/eo/eoform.htm)

PAGE 1 OF 2

decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to revise any of its testing procedures if necessary, to assure that all personnel testing conforms with the principles of job-related testing as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

in conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, national origin, and applicable Federal law and applicable Federal court decisions.

discriminatory practices.

the contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, national origin, and that it will not continue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of Union

ss:

I, Teresa Banks residing in Union
(name of affiant) (name of municipality)

in the County of Union and State of New Jersey of full age, being duly sworn

according to law on my oath depose and say that:

I am Executive Director of the firm of
B&M Consultants, Inc.
(title or position) (name of firm)
B&M Consultants, Inc. the Proposer making this Proposal

entitled W'F'NJ, and that I executed the said proposal with
(title of proposal)

full authority to do so that said Proposer has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the UNION COUNTY WORKFORCE DEVELOPMENT BOARD relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.

Subscribed and sworn to

before me this 8th day of June
2020

Teresa Banks
Signature (Original signature only)

(Type or print name of affiant under signature)

Monica S. Jones

Notary public of the State of NEW JERSEY

My Commission expires Oct. 10, 2022

(Seal)

MONICA S. JONES

NOTARY PUBLIC

STATE OF NEW JERSEY

ID # 50069634

MY COMMISSION EXPIRES OCT. 10, 2022;

NOTE TO NOTARY: WHEN COMPLETING THIS JURAT, ALL NOTARIES MUST: 1. Indicate date. 2. Indicate State. 3. Sign name.
4. Affix name by Printing it, typing it, using a rubber stamp, using an impression seal or using a mechanical stamp.

Note to Proposer: The person who signed the Proposal form for the Proposer should sign this form also.

WARNING: IF YOU FAIL TO FULLY, ACCURATELY AND COMPLETELY FILL OUT THIS AFFIDAVIT OF NON-COLLUSION, YOUR PROPOSAL WILL BE REJECTED.

STATE OF NEW JERSEY

County of _____
City of _____

and

(Name of person)
(Name of municipality)

In the County of _____ and State of _____
I, _____

do hereby certify that _____

is and shall be _____

(Title of position) (Name of person)

the person holding the position

and that I received the same from _____
(Name of person)

It is hereby certified that _____
has been duly elected to the office of _____
and that all the requirements of the Constitution
and the laws of the State have been complied with
in the election of the said person to the said office.

I hereby certify that the person named above
has been duly elected to the office of _____
and that all the requirements of the Constitution
and the laws of the State have been complied with
in the election of the said person to the said office.

Subscribed and sworn to

before me this _____ day of _____

(Signature of person signing)

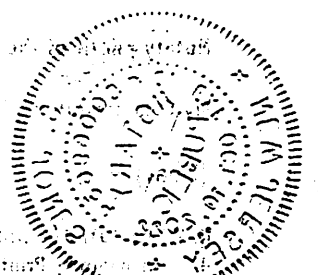
MONICA S. JONES

CLERK OF THE

STATE OF NEW JERSEY

12-15-2022

MY COMMISSION EXPIRES ON 10-10-2023



NOTARY PUBLIC
I, _____, do hereby certify that _____
has been duly elected to the office of _____
and that all the requirements of the Constitution
and the laws of the State have been complied with
in the election of the said person to the said office.

**AMERICANS WITH DISABILITIES ACT
EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES**

The contractor and the UNION COUNTY WORKFORCE DEVELOPMENT BOARD (hereafter "Owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12.101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, any pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner, or if the Owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The Owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Owner or any of its agents, servants, and employees, the Owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the Owner or its representatives.

It is expressly agreed and understood that any approval by the Owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Owner pursuant to this paragraph.

It is further agreed and understood that the Owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the Owner from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

Name Teresa Banks (Please print or type)

Signature Teresa Banks Date 6/9/2020

COUNTY OF UNION NEW JERSEY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

Solicitation Number: _____ Vendor/Bidder: _____

PART 1

CERTIFICATION

VENDOR/BIDDER MUST COMPLETE PART 1 BY CHECKING ONE OF THE BOXES

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the State of New Jersey, Department of the Treasury's Chapter 25 list as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Department's website at <http://www.state.nj.us/treasury/pdf/Chapter25List.pdf>. Vendors/Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a Vendor's/Bidder's proposal non-responsive.** If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☒ A. I certify, pursuant to Public Law 2012, c.25, that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the N.J. Department of Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). Disregard Part 2 and complete and sign the Certification below.

OR

☐ B. I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such information will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2

PLEASE PROVIDE ADDITIONAL INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

If you checked Box "B" above, provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, engaged in investment activities in Iran by completing the information below.

ENTITY NAME: _____

RELATIONSHIP TO VENDOR/BIDDER: _____

DESCRIPTION OF ACTIVITIES: _____

DURATION OF ENGAGEMENT: _____

ANTICIPATED CESSATION DATE: _____

VENDOR/BIDDER CONTACT NAME: _____

VENDOR/BIDDER CONTACT PHONE#: _____

Attach Additional Sheets If Necessary

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the County of Union, New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the County of Union to notify the County of Union in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the County of Union, permitting the County of Union to declare any contract(s) resulting from this certification void and unenforceable.

Teresa Banks

Signature

6/9/20

Date

Teresa Banks, Executive Director

Print Name and Title

Revised 10/19/17

CONFIDENTIALITY OF MATERIALS / DISCLOSURE OF INFORMATION

Pursuant to the Open Publics Record Act, N.J.S.A. 47:1A-1.1 et seq. (OPRA), all information and documentation received in response to this RFP will become the property of the Union County Workforce Development Board. As such, Respondent's contract documents will be considered public information and will be available for review by individuals or agencies who request same from the Union County Workforce Development Board unless you affirmatively allege an exception to OPRA applies.

If the Respondent chooses to include material of a proprietary nature in the Proposal, the Union County Workforce Development Board will attempt to keep such material confidential to the extent permitted by OPRA and any other Applicable Law. The Respondent must specifically identify each page of its Proposal that contains such information by properly marking the applicable pages. Preferably, any sections which contain material of a proprietary nature shall be severable or removable from the Proposal to assist the Union County Workforce Development Board in protecting this information. The Respondent shall include the following notice in the introduction of the relevant section:

"The data on pages _____ identified by _____ (symbol) and labeled "Proprietary Information," contain information that is a trade secret and/or which, if disclosed, would cause substantial injury to (Respondent's) competitive position. (Respondent) requests that such data be used only for the evaluation of the Proposal, and understands that disclosure will be limited only to the extent that the Union County Workforce Development Board determines it proper or necessary according to law. If an award is made under this RFP to (insert name of Respondent), as the Successful Respondent, the Union County Workforce Development Board will have the right to use or disclose the data as permitted or required by law."

In the event that the Union County Workforce Development Board is requested to produce documents submitted by Proposers in response to this RFP, regardless of whether the Proposer has identified it, in accordance with this section, as proprietary in nature, the Union County Workforce Development Board will seek to prevent the unauthorized disclosure of same by applying the proprietary standard to marked or any other data. However, the Proposer agrees to indemnify the Union County Workforce Development Board in the event of litigation to defend same. Redaction, as a means of preventing disclosure of sensitive data may be available if your contract documents are requested pursuant to OPRA.

Further, the Union County Workforce Development Board assumes no liability for any loss, damage, or injury that may result from any disclosure or use of marked data or any disclosure of this or other information. Proposer shall be required, if asked to do so by the Union County Workforce Development Board, to justify their claim that specific information contained in its proposal is confidential.

Signature

Jerisa Banks

Date

6/9/2020

CONFIDENTIALITY OF MATERIALS / DISCLOSURE OF INFORMATION

pursuant to the Open Public Record Act (OSRA) 17-11-1, as amended (OSRA), all information and documents submitted in response to the RFP will become the property of the Union County Workforce Development Board. As such, respondent's confidential documents will be considered public information and will be available for review by individuals or agencies who request same from the Union County Workforce Development Board unless you affirmatively state an exception to OSRA 17-11-1.

If the Respondent chooses to include material of a proprietary nature in the proposal, the Union County Workforce Development Board will attempt to keep such material confidential to the extent permitted by OSRA and any other applicable law. The Respondent must specifically identify each page of its proposal that contains such information by properly marking the applicable pages. Proprietary and sections with confidential material of a proprietary nature shall be marked or removed from the proposal to assist the Union County Workforce Development Board in protecting this information. The Respondent shall include the following notice in the introduction of the relevant section:

"The data on page _____ identified by _____, submitted and labeled 'Proprietary Information', contains information that is a trade secret and/or confidential and its disclosure would cause substantial harm to the Respondent's competitive position. The Respondent requests that such data be used only for the evaluation of the proposal and understands that disclosure will be limited only to the extent that the Union County Workforce Development Board determines it may be necessary according to law. It is understood that under this RFP, a marked name of Respondent will be the name of the Respondent. The Union County Workforce Development Board will have the right to use or disclose the data as permitted or required by law."

In the event that the Union County Workforce Development Board is requested to produce documents submitted by Respondent in response to this RFP, regardless of whether the Respondent identified it in accordance with this section as proprietary information, the Union County Workforce Development Board will seek to prevent the unauthorized disclosure of same by applying the proprietary standard to marked or any other data. However, the Respondent agrees to indemnify the Union County Workforce Development Board in the event of litigation to defend same. Notation as a means of preventing disclosure of sensitive data may be available if your contract documents are requested pursuant to OSRA.

Further, the Union County Workforce Development Board assumes no liability for any loss, damage, or injury that may result from any disclosure or use of marked data or any disclosure of this or other information. Proprietary information shall be required to be marked by the Union County Workforce Development Board to justify their claim that specific information contained in its proposal is confidential.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: B314 Consultants, LLC

Organization Address: 333 N. Broad St. ELIZABETH, NJ 07208

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☒ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **Union County Workforce Development Board** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **Union County Workforce Development Board** to notify the **Union County Workforce Development Board** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **Union County Workforce Development Board** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	<i>Teresa Banks</i>	Title:	<i>Executive Dir</i>
Signature:	<i>Teresa Banks</i>	Date:	<i>6/9/20</i>