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# STATE OF NEW JERSEY

DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
DIVISION OF VOCATIONAL REHABILITATION SERVICES

## NOTICE OF CONTRACT OPPORTUNITY

Fiscal Year 2023

### Paid Internships

### PRE-EMPLOYMENT TRANSITION SERVICES

Workforce Innovation Opportunity Act

Announcement Date: April 26, 2023

Application Deadline: May 15, 2023

**Robert Asaro-Angelo**  
Commissioner

## TABLE OF CONTENTS

Section A: Name of Contract Program		Page 3
Section B: Purpose of the Contract		Page 3
Section C: Available Funding		Page 4
Section D: Eligible Applicants		Page 4
Section E: Qualification of Applicants		Page 5
Section F: Procedure for Eligible Applicants to Apply		Page 5
Section G: Program Narrative, Outcomes, and Reporting		Page 6
Section H: COVID-19 and Adherence to CDC Guidelines		Page 11
Section I: Address to Which Proposals Must Be Submitted		Page 12
Section J: Technical Assistance Q&A		Page 12
Section K: Date of Applicant Notification		Page 13
Appendix - Proposal Forms		
Title Page:	<b>Attachment A</b>	Page 14
Budget Summary:	<b>Attachment B</b>	Page 15
Standards and Assurances and General Provisions:	<b>Attachment C</b>	Page 16
Letter of Intent	<b>Attachment D</b>	Page 29
Pre-ETS Student Referral	<b>Attachment E</b>	Page 30

## Notice of Availability of Contract Program Funds

Take Notice that, in compliance with N.J.S.A. 52:14-34.4 et seq., the Department of Labor and Workforce Development (hereinafter "NJDOLE") regularly publishes all notices of funding for federal and state contacts awarded by the Department, on its website at <https://nj.gov/labor/>. The notices of fund availability may be found on the Department's website under the heading "Research and Information" and the subheading "Contract Opportunities".

### A. Name of Contract Program

Paid Internships - Pre-Employment Transition Services (Pre-ETS)

### B. Purpose of the Contract

The New Jersey Department of Labor and Workforce Development (NJDOLE), Division of Vocational Rehabilitation Services (DVRS) understands the potential of meaningful work experience programs. The purpose of this contract program is to provide **Paid Internships** beginning **June 1, 2023 and concluding no later than May 31, 2024** under the Division of Vocational Rehabilitation Services matrix of Pre-Employment Transition Services (Pre-ETS). The program will enable in-school youth 14 to 21 years of age to experience work at an integrated community-based employer for 150 hours. **The total contract period will be for 1 year with an annual renewable option through 5/31/2026 for successful applicants and the availability of Federal funding.** See link on NJ Child Labor Laws: [Young Workers \(nj.gov\)](https://www.nj.gov/labor/young-workers/).

The paid internships will be at least 10 hours per week and pay \$18.00 per hour or comparable to the industry. [Wage and Hour Compliance \(nj.gov\)](https://www.nj.gov/labor/wage-and-hour-compliance/).

Student's participation in this internship may impact a student's social security benefits, if applicable. Benefits Counseling can take place during the Workplace Readiness Training prior to the start of the Paid Internship. [Substantial Gainful Activity \(ssa.gov\)](https://www.ssa.gov/)

Prior to placement, each student will have access to Pre-Employment Transition Services, to ensure that the internship will result in a meaningful experience and exploration of career pathways. During the first three weeks, students will participate in Workplace Readiness Training, Instruction on Self-Advocacy, and Job Exploration Counseling to develop skills and behaviors that are necessary for any job and identify viable career options and/or solidify careers that a student will want to explore further. Following these three weeks, students will participate in a 150-hour paid internship experience under Work Based Learning Experiences. After completing the 150-hour paid internship, students will participate in an additional three weeks of Workplace Readiness Training internship wrap-up to review internship experience, skills developed, and next steps for Pre-Employment Transition Services.

Should a student request a site change due to any personal or workplace issues, the Skills Trainer will contact the Program Planning and Development Specialist (PPDS) for guidance before granting a site change. In addition, a PPDS should be consulted if a student does not complete the internship. A local office Vocational Rehabilitation Counselor (VRC) will review the case for Pre-Employment Transition Services, Transition Services and Vocational Rehabilitation Services.

Contract funds are to be used to support up to four full-time Skills Trainers; to provide internship site development, placement, Workplace Readiness Training, Job Exploration Counseling, Instruction on Self-Advocacy, and onsite Skills Training. In addition to hiring up to four full-time Skills Trainers, funds will be used to pay the wages of the students during the paid Internship. Students are paid by the provider and issued a payroll check every two weeks.

Skills Trainers are experienced employment and training instructors who provide specific training in the five core Pre-ETS areas. The Skills Trainer assists in preparing students with the basic employment skills needed to prepare for and enter into competitive integrated employment within their skills, abilities, needs and interests. Skills Trainers do not provide one to one support while a student is engaged in Pre-Employment Transition Services. Should a student need intensive supports while participating in the paid internship, they will need to be determined VR eligible, an Individual Plan for Employment will be developed to reflect service delivery of Work Based Learning Experience Skill Training Coaching.

It is encouraged that each awarded entity has the capacity to provide paid internship experiences for a minimum of 60 student and a maximum of 80 students per year. The total contract period will cover three years, therefore total students served is a minimum of 180 and a maximum of 240 at the completion of the three years.

### **C. Available Funding**

The total amount of funding available for this program in Federal Fiscal Year (FFY) 2023 will be up to **\$10,000,000** with no more than **\$500,000** per contract year and is contingent upon the availability of funding from the United States Department of Education (USDOE), Rehabilitation Services Administration (RSA). Of the \$500,000 per contract year, \$10,000 yearly is to be reserved for special accommodations if needed and cannot be used for any other purpose. The contract period is expected to be for a 1-year period and is estimated to begin on or before June 1, 2023, to May 31, 2024. This contract is renewable for successful applicants through 5/31/2026 and contingent upon the availability of Federal funding. Any unused funds for a contracted year will be returned to NJDOL.

The \$10,000 yearly reserved is designated for auxiliary aids and services necessary for students with disabilities to access or participate in Pre-Employment Transition Services, regardless of whether they have applied and have been determined eligible for VR services. For example, for a student who is deaf, reserved funds could purchase interpreter services or video-based telecommunication products to ensure access to information and activities related to job exploration counseling or other Pre-Employment Transition Services.

Following successful completion of workplace readiness training, job exploration counseling and instruction on self-advocacy during the first three weeks, the student intern will receive a \$100.00 stipend per completed week. During the following weeks in which the student is actively participating in a 150-hour work-based learning experience paid internship, student intern will receive \$18 per hour. Lastly, during the final three weeks of workplace readiness training wrap-up the student intern will receive a \$100.00 stipend for successful participation and completion of the week. The stipend will be paid through payroll of the agency.

### **D. Eligible Applicants**

Eligible applicants must be organizations with the capacity to serve people with disabilities. Eligible applicants include:

- private or public non-profit organizations
- Independent Living Centers (ILC)
- Faith-Based Organizations (FBO); and
- Community Rehabilitation Programs (CRP)

An awarded entity must be in good standing with NJDOL’s Division of Employer Accounts. Any organization that has an outstanding liability to NJDOL will not be able to have its contract executed by NJDOL until the liability is resolved.

**E. Qualifications of Applicants**

Organizations that have at least two years’ experience and have a demonstrated track record of success in providing employment services to people with disabilities are eligible to apply. Previous recipients of the contract in 2019, 2021, and 2022 who did not meet the deliverables of 70% need not apply. Applicants must also have experience managing a government contracts which includes program reporting and meeting measurable outcomes. Applicants will be expected to coordinate all aspects of the contract, i.e., outreach and recruitment; program services; project and spending plan; contract project monitoring and reporting; and fiscal management.

The Unique Entity Identifier (UEI) and NJ Treasury Tax Clearance Certificate must also be included at time of submittal. See links below for more information.

UEI: <https://sam.gov/content/home>

NJ Tax Clearance Certificate: <https://www.state.nj.us/treasury/taxation/busasst.shtml>

**F. Procedure for Eligible Entities to Apply for Contract Funds**

To ensure consistency and fairness of evaluation, the NJDOL requires that each applicant seeking funding under this contract program submit an application that includes, at a minimum, the components listed below:

<i>Required</i>	<i>Checklist</i>	<i>Included</i>
✓	Applicant Title Page (Attachment A)	
✓	Program Narrative	
✓	Budget Summary (Attachment B)	
✓	Budget Narrative	
✓	NJDOL Standards Assurances and General Provisions	
✓	NJ Tax Clearance Certificate	
✓	Unique Entity Identification (UEI) #	

Applicants must follow the following format requirements:

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

The NJDOL must receive a completed application emailed **no later than 3:00 p.m. on May 15, 2023** to [DVRNCOTA@dol.nj.gov](mailto:DVRNCOTA@dol.nj.gov). The NJDOL will not accept and cannot evaluate for funding consideration an incomplete application, or one received after this deadline.

## **G. Program Narrative, Outcomes, and Reporting**

Provide the name, address, telephone number, email address, employer identification number or federal employer identification number, and point of contact for this NCO.

### **Organizational Commitment and Capacity**

Include a brief description (no more than 500 words) of the organization’s mission, major activities and relevant historical dates. Describe the applicant’s experience in administering similar Pre-Employment Transition Service programs and the capacity the applicant has to accomplish each of the objectives as outlined in the NCO. The applicant should focus on how previous experience will be applied to ensure successful implantation of the Paid Internship under Pre-Employment Transition Services. Applicants must describe their commitment and experience, as well as outcomes, in addressing the conditions and/or needs identified, including the organizational support that exists for implanting the Paid Internship under Pre-Employment Transition Services.

Applicants must provide detailed documentation of FY2021 and FY2022 effectiveness and performance in meeting and/or exceeding performance standards as part of the Pre-Employment Transition Services Summer Internship.

### **Participants to be Provided Services**

Participants to be served under this contract will be youth with a disability in secondary, postsecondary, or other recognized education program who- is between the age of 14 to 21 years, and is eligible for, and receiving, special education or related services under Part B of the Individual with Disabilities Education Act, an individual with a disability, for purposes of section 504, or medical documented disability. Students who have already participated in a work-based learning experience through Local Education Agency (LEA), Vocational Rehabilitation or another provider are not eligible to participate, unless, the previous work-based learning experience did not result in a meaningful experience, career pathways have changed, or there were other circumstances that warrant participation in additional work-based learning experiences. Duplication of services is not allowed. Students who have accepted high school diploma and exited secondary education from LEA are eligible to participate paid internship until August 31, 2023 only. Student who graduates or exits from secondary education; meets the minimum and maximum age requirements; and is enrolled in post-secondary education for whom classes will begin after summer break, would continue to be considered a student with a disability, therefore they would be eligible to participate. Students with disabilities may receive Pre-Employment

Transition Services until they are no longer enrolled or participating in postsecondary education and no longer meet the statutory and regulatory age requirements. Priority is to be given to underserved school districts and then availability to all other districts. Underserved School Districts are districts who do not maintain formal, individualized and targeted transition programming to meet the needs of its students who seek competitive integrated employment upon exit or graduation. [Pre-employment Transition Services | WINTAC](#)

Students may be either eligible for vocational rehabilitation services or potentially eligible. Students who are “potentially eligible” include individuals who have completed a Pre-ETS Student Referral Form (see attached) but who have not applied for vocational rehabilitation services. It is necessary for the Vocational Rehabilitation Counselor (VRC) to obtain documentation of a disability at the individual level for a potentially eligible student. Although much less documentation is required with respect to student with disabilities who are receiving Pre-Employment Transition Services prior to applying or being determined eligible for VR services, some basic documentation is necessary to ensure that these students indeed have a disability and, thus are “potentially eligible” for VR services.

Successful applicants are to provide the DVRS Participant ID# of each student intern prior to delivery of any service. DVRS Participant ID# is generated when a potentially eligible or VR case is opened at the local office. The Participant ID# can be obtained through the VRC or Contract Manager.

Vendors must identify the counties and underserved schools with which they will partner and have capacity to provide services.

### **Deliverables**

1. Maximum of 80 student interns per year will begin Workplace Readiness Training, Job Exploration Counseling, and Instruction on Self-Advocacy curriculum.
2. Maximum of 80 student interns per year complete Workplace Readiness Training, Job Exploration Counseling, and Instruction on Self-Advocacy curriculum- Week One (student intern receives \$100 stipend)
3. Maximum of 80 student interns per year complete Workplace Readiness Training, Job Exploration Counseling, and Instruction on Self-Advocacy curriculum- Week Two (student intern receives \$100 stipend)
4. Maximum of 80 student interns per year complete Workplace Readiness Training, Job Exploration Counseling, and Instruction on Self-Advocacy curriculum- Week Three (student intern receives \$100 stipend)
5. Maximum of 80 student interns per year to begin Work Based Learning Experience Internship
6. Maximum of 80 student interns per year to begin a paid internship at \$18 per hour at 10 hours or more per week for 150 hours total.
7. Maximum of 80 student interns per year to complete Workplace Readiness Training follow-up curriculum after internship completion, post internship survey completed- Week One (student intern receives \$100 stipend)
8. Maximum of 80 student interns per year to complete Workplace Readiness Training follow-up curriculum after internship completion, post internship survey completed- Week Two (student intern receives \$100 stipend)
9. Maximum of 80 student interns per year to complete Workplace Readiness Training follow-up curriculum after internship completion, post internship survey completed- Week Three (student intern receives \$100 stipend)

### **Services and Activities**

Services should include components of workplace readiness training, job exploration counseling, instruction on self-advocacy and work-based learning experience.

1. **Workplace readiness training** describes several commonly expected skills that employers seek from most employees. Workplace readiness skills are a set of skills and behaviors that are necessary for any job. Workplace readiness skills are sometimes called soft skills, employability skills, or job readiness skills. These skills and abilities help employees learn how to interact with supervisors and co-workers. They help reinforce the importance of timeliness and build an understanding of how they are perceived by others. Employers value employees who can communicate effectively and act professionally. These may include social/ interpersonal skills and independent living skills.
2. **Job exploration counseling** can include a wide variety of professional activities which help explore career pathways. Job exploration is intended to foster motivation, consideration of opportunities, and informed decision-making. Specific to youth, real-work activities ensure that students recognize the relevance of high school and post-secondary education to their futures, both in college and/or the workplace.
3. **The development of self-advocacy skills** should be started at an early age. These skills will be needed in education, workplace and community settings. Specifically, they include an individual's ability to effectively communicate, convey, negotiate, or assert their own interests and/or desires. Schools also work with students to develop self-determination which means that students with disabilities have the freedom to plan their own lives, pursue the things that are important to them and experience the same life opportunities as other people in their communities. These acquired skills will enable students to advocate for any support services, including auxiliary aids, services, and accommodations that may be necessary for training or employment.
4. **Work-based learning experiences** are an educational approach that uses the workplace to provide students with the knowledge and skills that will help them connect school experiences to real-life work activities and future career opportunities. It is essential that direct employer involvement be a component to ensure in-depth student engagement. These opportunities are meant to engage, motivate and augment the learning process. An internship is a temporary position with an emphasis on on-the-job training rather than merely employment. An internship is an opportunity to develop specific job-related skills before an individual is qualified for an actual job.

Successful applicants provide Pre-Employment Transition Services curriculum and how the plan of operation will follow for the weeks prior to WBLE internship and for the weeks post WBLE internship.

Describe the program services and activities to be delivered and the sequence of activities to be provided to the students, including how these will be documented and cost allocated for each service provided and each student served.

Please provide a list of employers that your organization may use to place students in internships. Demonstrate a track record in working with employers in the community, and how the applicant will individualize and outreach to employers based on students interests and needs. Contracted and/or interested businesses should provide letters of intent on their letterhead, indicating the number of interns they are willing to accept during the internship as well as the job titles/positions available. Please note that your business is not permitted to provide the internship site. The work-based learning experience must be provided in an integrated setting in the community. During paid WBLE, the wages are to be paid at \$18 per hour.

Due to the unpredictability of the novel Corona Virus Pandemic, appropriate virtual summer internship experiences may be allowable under certain circumstances. This could be a business that has remote



opportunities in various areas such as remote clerical services, digital media, or others. Please include a description for the implementation, operation and support you would provide for this type of virtual internship.

### **Recruitment and Referrals**

Applicants can recruit student interns from LEA's and local DVRS offices for the counties in which they are approved. Open communication and dialogue are required with the local DVRS office to ensure referrals are being received. Once approved for the contract, it is a requirement for meeting to be scheduled with the local office to discuss the Paid Internship. The Paid Internship will serve a minimum of 60 students with a maximum of 80 students per year.

Pre-Employment Transition Services Referral, with parent/ guardian signature (if under the age of 18) and supporting disability documentation are required when sending the referral packet to the local DVRS office. **Prior** to accepting and/or providing any services to the student intern, it is the responsibility of the applicant to obtain the DVRS Participant ID# for each student intern. If services are provided to a student intern and DVRS Participant ID# is not created or obtained, this may result in contract funds not being provided for the student intern. Open communication and dialogue should be consistent with the local DVRS office to obtain Participant ID# for all student interns.

### **Staff Qualifications/Responsibilities**

Staff must include no more than 4 full-time Skills Trainers, with a minimum of an AA degree in Human Service related field from an accredited college and two years of related Human Services experience.

NOTE: Education, certifications, experience and two years of professional work experience with individuals with disabilities or performing direct counseling or advocacy activities for individuals with disabilities in a rehabilitation agency, facility, or school setting designed to increase the employability of persons with disabilities, may be substituted for the above education

Provide resumes of staff responsible for performing each activity and service as soon as they are identified.

Indicate the reporting structure and who the title supervises (if any) and who they are supervised by; include organizational chart. Include a statement of job responsibilities and functions. Provide a comprehensive listing of specific tasks performed by the person in this title as they relate to this project.

### **Post Internship Survey**

All applications must contain a student survey which will be utilized to evaluate the effectiveness at the end of the paid internship program. Minimum expectation for the student to gain work exposure which resulted in meaningful career exploration and experience in real work setting. All applications must contain an employer survey which will be utilized to evaluate the internship experience at the end of the program. Minimum expectation of employer would be to have a meaningful experience resulting in welcoming future interns.

### **Reporting**

Reporting must occur once a month, using DVRS reporting forms. This information will be used to monitor and

evaluate achievement of the contract deliverables. This report will be due to the local DVRS office(s)/counselor and copies to the Program Planning and Development Specialist no later than 10 working days after the end of the month. In addition, a monthly invoice,expenditure report will be due by the 10th of each month detailing all expenses incurred during the prior month. Attach receipts of all purchases made. Awarded entities will be paid on a prior month cost reimbursement method, after the invoice has been submitted to, and approved by NJDOL.

Include how applicant will provide sufficient documentation of each of the required Pre-Employment Transition Services for each student served and the corresponding minimum required data elements (participant ID, disability documentation). Also, since these are purchased services, applicants need to provide cost per student, per service provided. Applicant will need to describe how they will cost allocate in order for DVRS to report properly the cost per service per student.

### **Budget/Financial**

Applicants are required to submit **a line item budget and written narrative for costs identified in the budget. The written narrative should describe in detail how the line item costs were developed.** The budget may include funding for **four full-time Skills Trainers** to provide internship site development, work readiness, job exploration services, instruction on self-advocacy, internship placement and skills training.

In addition, wages of the students should be estimated at \$18 per hour or above.[Wage and Hour Compliance \(nj.gov\)](http://www.nj.gov)

If a student intern needs more individualized supportive services (e.g., job coaching, travel expenses, or assistive technology - specifically purchased for the student), student intern would need to apply and be **determined eligible** for VR services and have an approved Individualized Plan for Employment (IPE) (federal guidance).

Administrative expenses should not exceed 15% of the total.

### **Non-Allowable Expenses:**

1. Funds used for purposes outside of the request for proposal or specific provisions set forth by DVRS are strictly prohibited. In addition, funds from this contract cannot be allocated for the purposes listed below:

- a) Expenditures which personally benefit staff of vendors.
- b) Expenditures for entertainment purposes.
- c) Utilizing the funds to reimburse already provided services from another source.
- d) Expenditures for political purposes, i.e. campaigning, advocating, propaganda, etc.
- e) DVRS may require repayment for all funds used inappropriately from contracted vendor and may disallow future funding for recipients that violate spending requirements.

2. Funds used for the purchase of a building are prohibited. However, applicant's may include building and space rental costs dedicated to providing Pre-Employment Transition Services to students in their proposals. Space and rental costs must be reasonable and proportionate to the services delivered/students served and will be evaluated by the review committee. Occupancy can cover the time student interns are onsite; three weeks prior to WBLE and three weeks post WBLE. Report writing is not a cost covered under occupancy. Occupancy costs are reimbursed as \$265 per sq. ft. and no more than noted in lease agreement. Proof of occupancy cost (lease agreement) must be provided in application package.

3. Funds used to purchase food and beverages for events and/or students are prohibited.

4. Services designed to place students in long term/permanent jobs and job coaching services are not allowable under this contract. These services can only be utilized under an alternate funding source which qualifies as a traditional vocational rehabilitation service.

5. Extensions will not be approved for continued recruitment, only for student interns actively participating to complete the work-based learning experience paid internship experience, workplace readiness training follow-up week and post internship survey.

6. Budget modifications for line-item changes cannot be taken from student salary line item.

7. Extension requests must be provided to your contact manager no less than 60 days prior to the contract end date.

## **H. COVID-19 and Adherence to CDC Guidelines**

DVRS is aware of the impact of the current COVID-19 pandemic on Pre-ETS providers, schools and students. Should vendors need to curtail any of the specific Pre-ETS please report any such changes to the local office(s), Toni Scott, [Toni.Scott@dol.nj.gov](mailto:Toni.Scott@dol.nj.gov), and the Contract Manager assigned to oversee your agency's contract.

We ask that if face to face contact is necessary that you follow the CDC guidelines and all necessary precautions including physical distancing and utilization of Personal Protective Equipment (PPE). [Specific Settings | COVID-19 | CDC](#)

DVRS will not recommend or approve meetings with students through social media platforms such as Facebook, Twitter, and/or Instagram as there may be significant issues around security, confidentiality, and HIPAA compliance. DVRS will authorize the continuation of authorized services not required to be done at a work site such as Job Readiness via teleconferencing, face time, and other platforms that are HIPAA compliant. Providers need to indicate the specific platforms and methods that will be instituted for service delivery. In selecting a virtual format, we strongly recommend that you consider: Security vulnerability, confidentiality, accessibility, reliability and connective quality. Please see the HIPAA related guidance below.

[Notification of Enforcement Discretion for Telehealth | HHS.gov](#)

## I. Address to Which Proposals Must Be Submitted

The responsibility for a timely submission rests with the applicant. NJDOL must receive a completed application emailed no later than **3:00 pm on May 15, 2023**, to [DVRNCOTA@dol.nj.gov](mailto:DVRNCOTA@dol.nj.gov). **NJDOL will not accept and cannot evaluate for funding consideration an incomplete application or one received after this deadline.**

## J. Technical Assistance Q&A

Please e-mail questions you would like addressed to [Toni.Scott@dol.nj.gov](mailto:Toni.Scott@dol.nj.gov) by **May 4, 2023**.

### Technical Assistance Sessions on:

Technical Assistance Sessions on Zoom will be on the following dates. Please click on Zoom link to access your preferred session. If accommodations are needed, contact [Toni.Scott@dol.nj.gov](mailto:Toni.Scott@dol.nj.gov) as soon as possible.

#### **May 9<sup>th</sup> 1-3pm**

Join Zoom Gov Meeting

<https://www.zoomgov.com/j/1614873892?pwd=WVQzZlJveVErWU9tNHhZZFoxTmNiQT09>

Meeting ID: 161 487 3892

Passcode: 345045

One tap mobile

+16692545252,,1614873892#,,,,\*345045# US (San Jose)

+16468287666,,1614873892#,,,,\*345045# US (New York)

Dial by your location

+1 669 254 5252 US (San Jose)

+1 646 828 7666 US (New York)

+1 646 964 1167 US (US Spanish Line)

+1 669 216 1590 US (San Jose)

+1 415 449 4000 US (US Spanish Line)

+1 551 285 1373 US

Find your local number: <https://www.zoomgov.com/u/abbQHRyfzc>

#### **May 10<sup>th</sup> 10-12pm**

Join Zoom Gov Meeting

<https://www.zoomgov.com/j/1613823747?pwd=Zy9vdCttYm9CcS9NazFYNUJoYjIzZ09>

Meeting ID: 161 382 3747

Passcode: 906465

One tap mobile

+16692545252,,1613823747#,,,,\*906465# US (San Jose)

+16469641167,,1613823747#,,,,\*906465# US (US Spanish Line)

Dial by your location

+1 669 254 5252 US (San Jose)

+1 646 964 1167 US (US Spanish Line)

+1 646 828 7666 US (New York)

+1 415 449 4000 US (US Spanish Line)

+1 551 285 1373 US

+1 669 216 1590 US (San Jose)

Find your local number: <https://www.zoomgov.com/join/abZTaMUyPS>

### **K. Date of Applicant Notification**

All applications are subject to the NJDOL review and final approval by the Commissioner of the DOL. It is anticipated that the successful proposal will be notified **by May 29, 2023**.

\*Disclaimer: Prior to any advertising of vendor's Pre-ETS program to the public, the assigned PPDS contract manager must be notified. All advertising must include source of contract funding.

**ATTACHMENT A**  
**Appendix - Proposal Forms**

NEW JERSEY DEPARTMENT OF LABOR

**NOTICE OF CONTRACT OPPORTUNITY**

**SECTION I:**

TITLE OF NCO: **Paid Internships - Pre-Employment Transition Services**

DEPARTMENT: New Jersey Department of Labor

**SECTION II:**

FEIN/EIN \_\_\_\_\_ NAICS Number \_\_\_\_\_ UEI Number: \_\_\_\_\_

APPLICANT AGENCY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY /STATE /ZIP: \_\_\_\_\_

COUNTY: \_\_\_\_\_

PRIMARY CONTACT (Please print or type name): \_\_\_\_\_

TELEPHONE NUMBER: (\_\_\_\_) \_\_\_\_\_ FAX#: (\_\_\_\_) \_\_\_\_\_ E-MAIL \_\_\_\_\_

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

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

SIGNATURE OF CHIEF EXECUTIVE OFFICER OF APPLICANT OR EQUIVALENT OFFICER

Name \_\_\_\_\_ Title \_\_\_\_\_

*(Please print or type name)*

**\*FAILURE TO INCLUDE A REQUIRED APPLICATION COMPONENT RENDERS THE APPLICATION INCOMPLETE AND WILL RESULT IN THE APPLIATION BEING ELIMINATED FROM CONSIDERATION.**

**SECTION III:**

**SEND OR DELIVER PROPOSALS TO:**

NEW JERSEY DEPARTMENT OF LABOR  
DIVISION OF VOCATIONAL REHABILITATION ATTN: TONI SCOTT  
**DVRNCOTA@dol.nj.gov**  
1 JOHN FITCH WAY  
12TH FLOOR - P.O. BOX 398  
TRENTON, NJ 08625-0398

APPLICATIONS MUST BE RECEIVED BY: **May 15, 2023 – 3pm**

NO LATE APPLICATIONS WILL BE ACCEPTED REGARDLESS OF THE DATE POSTMARKED. NO ADDITIONAL MATERIALS CAN BE SUBMITTED AFTER RECEIPT OF THIS APPLICATION.

**ATTACHMENT B**

<b>Paid Internships - Pre-Employment Transition Services (Pre-ETS)</b>			
<b>New Jersey Department of Labor</b>			
<b>Budget Information Template</b>			
<b>Time Period:</b>	June 1, 2023 – May 31, 2024		
		<b>Contract No.</b>	
<b>Grantee/Vendor:</b>		<b>Original Date: 6 / 1 / 2 3</b>	
		<b>Revised Date:</b>	
<b>Cost Categories</b>	<b>Administrative</b>	<b>Program</b>	<b>Total Costs</b>
Personnel			
Fringe Benefits			
Paid Work Based Learning Experiences (Student Wages)			
Building/Space Rental			
Transportation			
Supplies			
Miscellaneous			
Background Checks			
<b>Total</b>			

## ATTACHMENT C

# NJDVRS/NJDOL Standard Assurances and Certifications

### ASSURANCES AND CERTIFICATIONS

The New Jersey Division of Vocational Rehabilitation Services (NJDVRS) will not award a contract where the vendor (contractor) has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. In performing its responsibilities under this agreement, the contractor 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 & Equal Opportunity Assurance (29 CFR Part 37)

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

#### 1) ASSURANCES-NON-CONSTRUCTION PROGRAMS

**NOTE:** Certain of these Assurances may not be applicable to your project or program. If you have questions, please contact the NJDVRS.

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

- A) Has the legal authority to apply for Federal Assistance and the institutional managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
- B) Will give the Rehabilitation Services Administration, NJDVR, 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 nineteen statutes or regulations specified in Appendix A of OPM'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) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the application.

- G) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq. (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- H) Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- I) Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a 7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40.U.S.C 327-333), regarding labor standards for federally assisted construction sub-agreements.
- J) Will comply, if applicable, with Flood Insurance Purchase Requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. 4001, et seq. (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- K) Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 U.S.C. 4321, et seq. (P. L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974 as amended, 42 U.S.C. 300f, et seq. (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531, et seq. (P.L. 93-205).
- L) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271, et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- M) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1, et seq.).
- N) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- O) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544), as amended, (7 U.S.C. 2131, et seq.) pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by this award of assistance.
- P) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801, et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- Q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

- 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 Transparency Act requiring recipients and sub-recipients of federal financial assistance to obtain a Data Universal Numbering System (DUNS) number and will report the DUNS number to NJDVRS/Labor and Workforce Development (LWD) as a condition of receiving a federal contract.

## **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].

## **3) CERTIFICATION REGARDING LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82, for the persons entering into a contract 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., Contractor 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 contract, 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, 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, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

#### **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 contractors as defined at 34 CFR Part 85, Sections 85.605 and 85.610.

The contractor 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 contractor'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 contractor'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 contract 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 contract, 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 ten 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 contract officer or other designee on whose contract 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 contract.
- F) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:
  - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or Local health, law enforcement, or other appropriate agency.
- G) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A), B), C), D), E) and F).

#### **5) NON-DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE**

As a condition to the award of financial assistance from NJDVRS/Department of Labor and Workforce Development, the contract applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- A) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin.
- B) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.
- C) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.

- D) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
- E) Americans with Disabilities Act (P.L. 101-336) which prohibits discrimination based on disabilities in the areas of employment, public services, transportation, public accommodations and telecommunications. It requires all affected entities (businesses) to provide "reasonable accommodation" to persons with disabilities.

**6) 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. 59:11-1, et seq. and the availability of appropriations.

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

The Contractor shall defend, protect, hold harmless and indemnify the Department from all liabilities arising out of a contract matter, which the Contractor has been negligent.

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

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

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

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

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**Printed Name and Title**

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**Signature**

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**Date**

# General Provisions

## DEFINITIONS

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

- The State Awarding agency—is defined as the New Jersey Department of Labor and Workforce Development which is also referred to as the "Department."
- Contractor is defined as any agency, organization or individual in direct receipt of funds by written instrument from the Department.

## 1) SPECIAL CONTRACT CONDITIONS FOR "HIGH RISK" CONTRACTORS

- A) A Contractor may be considered "high risk" if the Department determines that a Contractor:
- 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 2.
  - 4) Has not conformed to terms and conditions of previous awards.
  - 5) Is otherwise not responsible; and
  - 6) The Department 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.
- B) Special conditions 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 Contractor to obtain technical or management assistance; and
  - 6) Establishing additional prior approvals.
- C) If the Department decides to impose such conditions, the Department official will notify the Contractor as soon as possible, in writing, of:
- 1) The nature of the special conditions/restrictions.
  - 2) The reason(s) for imposing the special conditions.
  - 3) The corrective actions that must be taken before the special conditions will be removed by the Department and the time allowed for completing the corrective actions; and
  - 4) The method of requesting reconsideration of the conditions/restrictions imposed.

## 2) FINANCIAL MANAGEMENT SYSTEM

- A) The Contractor shall be responsible for maintaining an adequate financial management system and will immediately notify the Department when the Contractor cannot comply with the requirements established in this Section of the contract.
- B) The Contractor's financial management system shall provide for:
- 1) Financial Reporting:  
  
Accurate, current, and complete disclosure of the financial results of each contract in conformity with generally accepted principles of accounting, and reporting in a format that is in accordance with the financial reporting requirements of the contract.
  - 2) Accounting Records:  
  
Records that adequately identify the source and application of funds for Department supported activities. These records must contain information pertaining to contract awards and authorizations, obligations, un-obligated balances, assets, liabilities, outlays or expenditures and income.

3) Internal Control:

Effective internal and accounting controls over all funds, property and other assets. The Contractor 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 contractor. Also, the relationship of the financial information with performance or productivity data, including the development of unit cost information required by the Department.

5) Allowable Cost:

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 the Department and the disbursement by the State Awarding Agency-to the contractor whenever funds are advanced by the Department.

C) The Department may require the submission of a "Statement of Adequacy of the Accounting System," as provided in Attachment A, Section II of this contract agreement.

D) The Department may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to the award. If the Department determines that the Contractor's accounting system does not meet the standards described in paragraph B above, additional information to monitor the contract may be required by the Department upon written notice to the Contractor, until such time as the system meets with Department approval.

### **3) 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 Contractor shall be entitled only to reimbursement for actual expenses incurred or obligated during the contract period or during an approved extension agreed upon by the Contractor and the Department, 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.

Contractors who are government or non-profit organizations must comply with federal cost principles as established in the Uniform Guidance at 2 CFR Part 200. The Guidance was drawn from OMB Circulars A-21, A-87, A-110, and A-122 (which have been placed in past OMB guidance); Circulars A-89, A-102, and A-133; and the guidance in Circular A-50 on Single Audit Act follow-up.

These circulars establish government wide cost principles, including a requirement that salaries and wages charged to this contract be supported by personnel activity reports.

### **4) MATCHING AND COST SHARING**

The Contractor shall be required to account to the satisfaction of the Department for matching and cost sharing requirements of the contract in accordance with Federal and State requirements.

### **5) PROGRAM INCOME**

Program income shall be defined as gross income earned by the Contractor from contract 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) Vocational Rehabilitation (VR) funds that result in a contractor earning program income are not allocable to the Contractor. Uniform Guidance allows the VR agency to earn program income and disburse it for allowable purposes, but this does not extend to contractors that provide VR Services.

## **6) PRICE WARRANTY**

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

## **7) PAYMENT METHOD**

- A) Payments to the Contractor or on behalf of the Contractor shall be issued only after the Agreement has been signed and agreed to by both parties. The Contractor will provide sufficient documentation that action has been taken to carry out the terms and conditions of the Agreement. Upon receipt of the requisite financial and narrative reports and other forms required by NJDOL/NJDVRS and upon appropriate certification by the Director of Accounting of the Department, the NJDOL/NJDVRS will pay the Contractor the contracted amount.
- B) The following is required to be submitted in a form satisfactory to the Department. At its discretion, the Department may request additional reports.

Payment Voucher- This form will be submitted to the Department, with supporting documentation, that the contracted services are operational and will continue to be for the length specified in the Agreement.

## **8) REPORTING REQUIREMENTS**

Contractor agrees to provide all reports specified in this Agreement within the established timeframe and to the satisfaction of the NJDVRS/Department of Labor and Workforce Development.

## **9) STATE MONITORING, EVALUATION AND AUDIT**

- A) The Contractor agrees to cooperate with any monitoring, evaluation, and/or audit conducted by NJDOL/NJDVRS or their designees and authorized agents.
- B) The Contractor 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. The Contractor is responsible for any disallowed costs resulting from any audit exceptions incurred.
- C) Contractors who are governmental or non-profit organizations and receive over \$500,000 in either State or Federal funds agree to have an audit conducted which meets the requirements of the Single Audit Act (United States Code Chapter 75 of Title 31), and Federal OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

Government and non-profit organizations receiving more than \$100,000 in combination of State and Federal funds agree to have a financial audit in accordance with Government Auditing Standards (Yellow Book Standards)

- 1) To meet these requirements, the Contractor's audit reports must include the auditor's opinion on the Contractor's compliance with the material terms and conditions of State contract agreements, State Aid programs, and applicable laws and regulations.
- 2) Contractor audit reports must contain a supplemental schedule of the entity's State contract and State Aid financial assistance programs. This schedule must show for each program:
  - State Awarding Organization.
  - Program Title.

- State Account Number.
- Program Account; and
- Total Disbursements.

D) Contractors who are for-profit companies and receive \$100,000 in either State or Federal funds agree to have an independent audit which includes one of the following:

A contract 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; review of the training records which substantiate training was completed in accordance with the contracts.

The Department reserves the right to accept alternate assurances of Contractor compliance in the event an independent audit can not be provided.

E) The Department reserves the right to build upon the audit received. Interim audits may be conducted at the discretion of the Department.

F) Contractors agree to provide full access to their books and records and to any audit or review of financial and compliance requirements of the Department.

## **10) RECORDS**

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

Retention – The Contractor agrees to maintain all records pertinent to all contracts and agreements, including financial, statistical, property and participant records and supporting documentation for a period of seven years from the date of the final expenditure report. The aforementioned records will be retained beyond the seven years if any litigation or audit is begun or if a claim is instituted involving the contract or agreement covered by the records. In these instances, the records will be retained until the litigation, audit or claim has been finally resolved.

Access – The Contractor 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 Contractor is conducted or in which any of the records of the Contractor are kept.

## **11) PROCUREMENT STANDARDS**

Procurement of supplies, equipment, and other services with funds provided by this contract 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 Contractor of the contractual responsibilities arising under its procurements. The Contractor is the responsible authority, without recourse to the Department, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurement entered in support of a contract.

Contractors must ensure that they are in compliance with NJDVRs' policy for Procurement and Purchases.

## **12) PROPERTY**

The Contractor is responsible and accountable for all equipment and property purchased with funds under this Agreement. A current inventory of such property and equipment, with a value of \$1,000 or more, shall be maintained by the Contractor. Procedures for property records are outlined in the NJSDA Guide for Contracting and Property Management, and the Contractor shall follow those procedures. The Contractor



agrees to provide the same security and safekeeping measures for property paid for under this contract as the Contractor provides for the same or similar property owned by the Contractor. The Contractor agrees to impose similar conditions upon any Contractor or Subcontractor engaged to provide services under this contract.

### **13) TRAVEL AND CONFERENCES**

Conferences or seminars conducted by the contractor shall be held at the contractor's facilities or at public facilities whenever possible. The rate of reimbursement for mileage allowed for employees of the contractor traveling by personal automobile on official business shall be the rate set by the contractor'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 contractor 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 contractor'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>.

### **14) PROHIBITION AGAINST SUBAWARDING**

NJDVRS may not issue subawards. The Rehabilitation Act of 1973 as amended and the implementing program regulations for state Vocational Rehabilitation Agencies does not permit sub awarding. Therefore, when NJDVRS contracts entities to provide services, those entities are considered to be vendors or contractors and not sub awardees or recipients.

### **15) MODIFICATIONS**

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

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

### **16) DISPUTES**

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

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

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

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

## 17) 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.

## 18) TERMINATION

- A) Termination for Convenience – The State Awarding Agency or Contractor may request a termination for any reason. The Department or Contractor shall give 30 days advance notice, in writing, to the other parties to this Agreement of the effective date of such termination. The Contractor shall be entitled to receive just and equitable compensation for any services satisfactorily performed hereunder through the date of termination.
- B) Termination for Cause – The Department may terminate this Agreement when it has determined that the Contractor has failed to provide the services specified or complied with any of the provisions contained in this contract or approved application, or otherwise breached the terms of this Agreement. If the Contractor fails to perform in whole or in part under this Agreement or fails to make sufficient progress so as to endanger performance, or otherwise breaches the terms of this Agreement, the Department will notify the other parties to this Agreement of such unsatisfactory performance or breach in writing. The Contractor has ten working days in which to respond with a plan agreeable to the Department for correction of the deficiencies. If the Contractor does not respond within the appointed time with corrective plans satisfactory to the Department, the Department will serve a termination notice on the Contractor which will become effective within ten days (10) days after receipt. In the event of such termination, the Department shall only be liable for payment for services rendered prior to the effective date of the termination, provided such services are performed in accordance with the provisions of this Agreement.
- C) Termination or Reduction of Funds
  - 1) The Contractor agrees that major changes to this contract, both in terms of program content and funding levels, may be required prior to its implementation or during the term of its operations due to new or revised legislation or regulations. The Contractor agrees that any such changes deemed necessary by the Commissioner of Labor shall be immediately incorporated into this contract.
  - 2) Unearned payments under this Agreement may be suspended or terminated upon refusal to accept or satisfy any additional conditions that may be imposed by the state awarding agency at any time.

## 19) CONTRACT CLOSE OUT

- A) The following definitions shall apply for the purpose of this Section:
  - 1) Contract Closeout – The closeout of a contract is the process by which the Department determines that all applicable administrative actions and all required work of the contract have been completed by the Contractor.
  - 2) Date of Completion – The date by which all activities under the contract are completed, or the expiration date in the contract award document, or any supplement or amendment thereto.
- B) The Contractor shall submit a closeout package per the terms of the Agreement, unless otherwise extended by the state awarding agency after completion of the contract period or termination of the contract. Closeout forms will be supplied by the Department.
- C) The Contractor will, together with the submission of the closeout package, refund to the Department any unexpended funds or unobligated (unencumbered) cash advances except such sums as have been otherwise authorized, in writing, by the Department to be retained.
- D) Within the limits of the contract amount, the Department may make a settlement for any upward or downward adjustments of costs after the final reports are received.
- E) The Contractor is responsible for those costs found to be disallowed, including those of any Contractor or Subcontractor paid from funds under this contract, and the Department retains the right to recover any

appropriated amount after fully considering the recommendations on disallowed costs resulting from the final audit, even if a final audit has not been performed prior to the closeout of the contract.

F) The Contractor shall account for any property received from the Department or acquired with funds under this contract including any property received or acquired by the Contractor under this contract.

**20) PERFORMANCE**

The Contractor 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 the Department as soon as they become known. Also, any fraud or suspected fraud involving granted funds must be reported to the Department within 48 hours of its discovery. The Contractor's performance must be in accordance with the stipulations of the NJDVRS Contracts and Procedures document.

**21) CONFLICTS OF INTEREST**

The Contractor 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 Contractor, its agent, or representative to any office or employee of the Department with a view towards 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 the Department, and may justify further action under applicable State laws

**22) BONDING AND INSURANCE**

The Contractor shall ensure that every officer, director, or employee who is authorized to act on behalf of the Contractor 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.

**23) AVAILABILITY OF FUNDS**

The 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 the Department 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 the Department 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 the Department or an event of default under the Agreement and the Department 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 the Department beyond the duration of the award period set forth in the Contract Agreement and in no event shall the Agreement be construed as a commitment by the Department to expend funds beyond the termination date set in the Contract Agreement.

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

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

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

## **Contract Specific Provisions**

**This section provides the specific provisions asked of each contractor for their individual contracts.**

**ATTACHMENT D**  
**Letter of Intent**

**(On your organization's letterhead)**

Department of Labor and Workforce Development  
Division of Vocational Rehabilitation Services  
[Toni.Scott@dol.nj.gov](mailto:Toni.Scott@dol.nj.gov)

RE: FY23 Pre-Employment Transition Services Paid Internship

Please accept this letter as notice of my intention to apply for the New Jersey Department of Labor and Workforce Development fiscal year 2023 Pre-ETS Paid Internship contract. I have read and do understand the FY23 Pre-ETS Paid Internship Contract Opportunity, and am aware of my responsibilities as the Authorized Official. **I am aware this contract is for a period of 1 year and that the total amount of funds requested refresh at the same amount each year due to a renewable option for successful applicants through 5/31/2026.** Any unused funds for a contracted year will be returned to NJDOL.

(Organization's Name) proposes to provide Pre-Employment Transition Services in Workplace Readiness Training, Job Exploration Counseling, Instruction on Self-Advocacy and Work Based Learning Experiences and related services as outlined in the notice of contract opportunity in the State of NJ.

Legal business name:  
Federal Employee Identification # (FEIN):  
Unique Entity Identifier (UEI):  
NJ business address:  
County of NJ business:  
Business web address:  
Name of Authorized Official:  
Title of Authorized Official:  
Direct phone # and email address of Authorized Official:  
Main point of contract for the Pre-ETS Paid Internship application:  
Direct phone # and email address of main point of contact:

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

Email this completed form as an attachment to: [Toni.Scott@dol.nj.gov](mailto:Toni.Scott@dol.nj.gov)

**PRE-EMPLOYMENT TRANSITION SERVICES STUDENT REFERRAL FORM**

**Referral Information**

Social Security Number: \_\_\_\_\_ Birth date: \_\_\_\_\_

Name (Last, First, Middle): \_\_\_\_\_

What do you prefer to be called? \_\_\_\_\_ Previous names (maiden name, etc.): \_\_\_\_\_

Who referred you to DVRS? \_\_\_\_\_

Home Address (House #, Street, apt., etc.): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_

Phone: \_\_\_\_\_  Home  Cell Phone  Videophone  Work

Second Phone: \_\_\_\_\_  Home  Cell Phone  Videophone  Work

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

Emergency or Other Contacts: \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Gender:  Male  Female  Do not wish to self-identify

**Race/Ethnicity (check all that apply):**

American Indian or Alaskan Native  Asian  Black

Native Hawaiian or Other Pacific Islander  White  Do not wish to self-identify

Are you Hispanic or Latino?  Yes  No

Do you need assistance with communicating in English?  Yes  No  Deaf or Hard of Hearing

Please explain: \_\_\_\_\_

Do you need assistance with reading English?  Yes  No

Please explain: \_\_\_\_\_

**Education Information**

**If you are currently in high school:**

What grade are you in? \_\_\_\_\_ What school do you attend? \_\_\_\_\_

What year did you begin HS? \_\_\_\_\_ What year will you graduate or exit school? \_\_\_\_\_

Are you receiving education services and support under a 504 Accommodation Plan?  Yes  No

If not, are you receiving education services under an Individualized Education Plan (IEP)?  Yes  No

**If you are not currently in high school:**

What is the highest level of education you completed?

Certificate of Completion  High School Diploma or GED  Post-Secondary Education (no deg. or cert.)

Vocational/ Technical Certificate  AA Degree

Grade:  6  7  8  9  10  11  12

What is your primary disability? \_\_\_\_\_

Other Comments:

**Pre-ETS Services Requested (Check all that apply)**

- Job Exploration Counseling
- Counseling on Post-Secondary Educational Options
- Work Based Learning Experiences (internships, apprenticeships)
- Workplace Readiness Training
- Instruction in Self Advocacy
- Referral to RCC (Deaf / Hard of Hearing)

## REQUEST FOR PRE-EMPLOYMENT TRANSITION SERVICES AND NOTIFICATION OF RIGHTS

I am requesting pre-employment transition services and understand that pre-employment transition services are not traditional vocational rehabilitation services. I understand that participating in pre-employment transition services does not qualify an individual for vocational rehabilitation services as the eligibility criteria is different and applicants for vocational rehabilitation services are subject to DVRS Order of Selection and wait list restrictions. I understand that if I choose to apply for vocational rehabilitation services prior to receiving pre-employment transition services that I may be delayed in receiving pre-employment transition services.

I understand that pre-employment transition services are limited services that DVRS can provide to a student with a disability, and that a student with a disability is an individual who:

1. Has a disability.
2. Is at least 14 years old and has not turned 22 years old.
3. Is currently attending or considered enrolled in an educational program (secondary education; non-traditional or alternative secondary education, including home schooling; post-secondary education programs approved by NJ Office of Secretary of Higher Education and other recognized educational programs limited to: those offered through the juvenile justice system, adult basic education programs i.e. GED or external diploma programs, and WTC career and technology training programs).
4. Has not graduated/completed/exited/ or withdrawn their educational program.

**I understand that pre-employment services are limited to the following services, as appropriate and available in my local area:**

1. Job exploration counseling.
2. Work-based learning experiences, which may include in-school or after school opportunities, or experience outside the traditional school setting (including internships), that is provided in an integrated environment in the community to the maximum extent possible.
3. Counseling on opportunities for enrollment in comprehensive transition or postsecondary educational programs at institutions of higher education.
4. Workplace readiness training to develop social skills and independent living.
5. Instruction in self-advocacy (including instruction in person-centered planning), which may include peer mentoring (including peer mentoring from individuals with disabilities working in competitive integrated employment).

Information that I have provided is to the best of my knowledge true, correct, and complete. I understand that giving DVRS untrue and/or fraudulent information may result in services not being provided or continued. DVRS will provide a copy of the Disability Rights NJ brochure from my assigned counselor.

**Before signing, please discuss with your DVRS counselor any information you do not understand.**

**Student Signature/Date:**

Signature of Parent or Representative:

(if applicant is in high school, under age 18 or has a legal guardian)

### **INFORMATION GATHERING**

- Refusal to provide requested documentation of disability will prevent you from receiving pre-employment transition services.
- The requested information is not available for public inspection unless you give written permission.
- The requested information is routinely shared with other governmental agencies when information is needed for you to obtain benefits or services; for audit, evaluation or research purposes connected with the administration of the rehabilitation program as long as confidentiality is safeguarded; and to obtain payment for services which have been provided when covered by third party resources.
- DVRS requests the Social Security Number of applicants for services and uses it only for federal reporting purposes and, as applicable: (1) confirmation of Social Security benefits, and (2) financial transactions.