



MERRIMACK VALLEY WORKFORCE BOARD

REQUEST FOR PROPOSALS WIOA ADULT TITLE I OCCUPATIONAL SKILLS TRAINING & PLACEMENT PROGRAMS

U.S Department of Labor Workforce Innovation & Opportunity Act (WIOA)

**FOR FISCAL YEAR 2022 -2023
(October 1, 2022 - June 30, 2023)**

**This Project is funded 100% with WIOA Adult Grant Funds from
USDOL.**

Grant Proposal Timeline

Issue Date	Tuesday, June 21, 2022
Bidders' Conference	Wednesday, July 20, 2022, at 10:00 AM via webinar
Deadline for Proposal Questions	Wednesday, August 10, 2022, by 11:00 AM
Proposal Submission Deadline	Monday, August 22, 2022, by 11:00 AM

**MassHire Merrimack Valley Workforce Board
255 Essex St. 4th Floor, Lawrence, MA 01840**

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I. Background and General Information

Services Solicited by this Procurement

The MassHire Merrimack Valley Workforce Board (MMVWB) is seeking providers who will singularly or collaboratively provide comprehensive cohort-based Occupational Skills Training & Placement services for WIOA eligible adults aged 18 and older who reside within the following cities and towns: Andover, Amesbury, Boxford, Georgetown, Groveland, Haverhill, Lawrence, Merrimac, Methuen, Newbury, Newburyport, North Andover, Rowley, Salisbury, and West Newbury. This area is collectively known as the Merrimack Valley Workforce Development Area. The MMVWB is seeking innovative proposals for programs that will perform recruitment and outreach, intense case management, career readiness activities, career pathway activities, occupational skills training leading to an industry recognized credential, placement in employment/registered apprenticeship/military, and follow-up services for one year after program exit. Successful bidders will offer services that directly address the barriers facing adults attempting to reenter the labor force and based on labor market demand.

About the MassHire Merrimack Valley Workforce Board (MMVWB)

The MMVWB is one of 16 Workforce Boards throughout Massachusetts, composed of knowledgeable and influential business and community leaders who are appointed by the Mayor of Lawrence on behalf of the fifteen communities that make up the region. As a regional entity, we work closely with our local municipalities to bolster economic development and employment and to provide businesses in our region with the best trained workforce possible. The region is comprised of the following cities and towns: Andover, Amesbury, Boxford, Georgetown, Groveland, Haverhill, Lawrence, Merrimac, Methuen, Newbury, Newburyport, North Andover, Rowley, Salisbury, and West Newbury. The board serves as the oversight and policy-making body for federally funded employment and training services in the region. The board also has the broader role of addressing critical labor market issues and developing strategic partnerships with local leaders in economic development, the K-12 and higher education system, government agencies, chambers of commerce, community-based and labor organizations.

Workforce Innovation and Opportunity Act Overview

The Workforce Innovation and Opportunity Act (WIOA) was signed into law on July 22, 2014, and is designed to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy. Successful proposals will be funded through WIOA. WIOA establishes a priority requirement with respect to funds allocated to a local area for adult employment and training activities. American Job Center staff, when using WIOA Adult funds to provide individualized career services and training services, must give priority to recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient. Under WIOA, priority must be implemented regardless of the amount of funds available to provide services in the local area. In addition, veterans receive priority of service in all DOL-funded employment programs. Performance and full compliance with federal, state, and local statutes, including all terms of the contract will be monitored and executed by the MMVWB. For more information and a copy of the WIOA regulations go to <http://www.doleta.gov/wioa/>.

Target Populations

For the purposes of this RFP, the target population for occupational skills training & placement services is unemployed or underemployed adults aged 18 and older.

II. General Conditions & Terms

Available Funding/Period of Performance

Up to \$320,000 WIOA Adult funds available.

Period of Performance: October 1, 2022 – June 30, 2023.

Eligible Applicants (Entities that can apply for program funding)

Applicants eligible to submit a proposal(s) are public or private agencies, public school systems, units of government, non-profit, faith based and community-based organizations, labor groups, private businesses and employers, proprietary schools, community and state colleges, post-secondary accredited schools and other qualified educational and training institutions who have demonstrated successful performance in serving adults, especially low-income adults. Proposals that demonstrate sustainable partnerships between employers, training providers, community-based organizations, and workforce/economic development partners in the provision of adult occupational skills training & placement services will be given priority for funding. Facilities providing services should be accessible to persons with disabilities, and programs selected for funding must operate in full compliance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973.

Eligible Adult Participants (WIOA Eligibility Requirements for Adults to Receive Services)

At a minimum, **Adults** must meet the following eligibility criteria which consist of providing documentation for each applicable category:

1. Citizenship/Work Eligible*
2. Selective Service compliant **
3. Are age 18 and older at time of enrollment, **AND**
4. Low-income Individual***

Individualized career services and training services using the WIOA Adult funding stream must be provided on a priority basis, regardless of funding levels, to:

1. public assistance recipients;
2. other low-income adults; and
3. individuals who are basic skills deficient. (note: income eligibility does not apply to individuals who have been determined to be basic skills deficient)
 - Massachusetts defines basic skills deficient as an adult that has English, writing or computation skills at or below 8.9 grade level or an English Language Learner.

An individual that meets one or more of the following criteria is also considered basic skills deficient: • Lack of a high school diploma or high school equivalent and is not enrolled in secondary education • Enrolled in a Title II Adult Education/Literacy program • Lack of basic computer literacy or basic financial literacy skills

Veterans and eligible spouses continue to receive priority of service for all federal and state-funded job-training programs, which include WIOA programs.

***U.S. Citizenship or Authorization to Work in the United States if a Non-U.S. Citizen**

Eligible adults must be a citizen or national of the United States, lawfully admitted permanent resident alien, refugee, asylee, or parolee, or other immigrant authorized by the Attorney General to work in the United States.

****Selective Service**

Individuals participating in any WIOA funded program or activity must be in compliance with the Military Selective Service Act. All born males who are between the age of 18 and 26 at enrollment must register for Selective Service (50 U.S.C. App. 453). Males who are enrolled in WIOA funded programs prior to turning 18 years of age must register for Selective Service when they turn 18 to continue in WIOA activities.

Gender Change and Selective Service

FEMALE TO MALE (FTM) INDIVIDUALS assigned female at birth are not required to register with the Selective Service regardless of their current gender or transition status. A male who was assigned female at birth may obtain an exemption from registering with Selective Service when applying to a WIOA funded program.

MALE TO FEMALE (MTF) INDIVIDUALS assigned male at birth **are required** to register with the Selective Service within thirty days of their eighteenth birthday, including those who have transitioned before or since then.

Individuals can visit the Selective Service website or call 1-888-655-1825 to register or to request a Status Information Letter (SIL) to prove exemption from registering:

<http://www.sss.gov/default.htm>

***** A low-income individual is an individual who:**

- Receives, or in past 6 months received, or is a member of a family that is receiving or in past 6 months received, assistance through the supplemental nutrition assistance program (SNAP), or the supplemental security income

program established under Title XVI of the Social Security Act, or State or local income-based public assistance;

- A homeless individual;
- An individual with a disability whose own income meets the low-income level for eligibility purposes;
- A person who resides in a High Poverty Area. The Census Bureau defines a “poverty area” as a census tract where at least 25% of the residents are economically disadvantaged
- Income is at/below 70% of the Lower Living Standard (LLS), or below poverty line for a family of one

With the publication of the HHS Poverty Income Guidelines and the ETA Lower Living Standard Income Levels for 2022, the higher of either the 2022 Poverty Income Guidelines or 70% of the Lower Living Standard Income Level (LLSIL) shall be used for priority of service determination for WIOA Title I and other programs using economically disadvantaged/low-income status criteria.

2022 70% Lower Living Standard Income Levels (LLSIL) As determined by U.S. Department of Labor	
Family Size	Boston-Brockton-Nashua, MA/NH/ME/CT
1	\$13,274
2	21,754
3	29,870
4	36,866
5	43,508
6	50,877
Over 6 Increment	7,369

2022 Poverty Income Guidelines Published by the U.S. Department of Health and Human Services Effective 2022	
Size of Family	Poverty Guideline
1	\$13,590
2	18,310
3	23,030
4	27,750
5	32,470

6	37,190
7	41,910
8	46,630
Over 8 Increment	4,720

Notification and Distribution

The RFP will be issued on Tuesday, June 21, 2022. Interested applicants can download it from MassHire Merrimack Valley Workforce Board website at <https://www.masshiremvwb.org>.

Information relating to the RFP, including updates; amendments, minutes of the Bidder's Conference, and responses to questions submitted by email, will be posted <https://www.masshiremvwb.org/>. Interested applicants are responsible for monitoring the website for updates.

Submission Date & Requirements

All proposals and modifications must be submitted by email to procurement@masshiremvwb.org **no later than Monday August 22, 2022, at 11:00 AM EST.**

In the subject on your email: MMVWB ADULT TRAINING RFP PROPOSAL

Attach two following files with the email –

- 1) MMVWB ADULT TRAINING RFP PROGRAM PROPOSAL 8.22.22**
- 2) MMVWB ADULT TRAINING RFP PRICE PROPOSAL 8.22.22**

Please make sure that your total of both files does not exceed 24MB, as the email will bounce back. If your files are big, please split them up in two or three files to send it by separate emails.

When you submit the proposals, you will receive the automated reply back that we have received your proposal. If you don't receive the automated reply, please contact Varsha Gandhi at 978-770-7325 during business hours on Monday to Friday between 8:30 AM to 4:00 PM.

Please note that we will not accept hand delivered or mailed proposals.

In case of inclement weather or any unforeseen circumstances the new submission date will be posted on the MMVWB website. <https://www.masshiremvwb.org/>.

Proposals must be complete and submitted in accordance with Proposal Provisions & Requirements section of this RFP.

The applicant is solely responsible for ensuring that their proposals are received by the specified date and time, otherwise, the proposal will be rejected.

Minimum Qualifying Criteria

In order to be considered for funding, the following must be completed and submitted with your original price proposal only (it is not necessary to submit these with the copies). Failure to complete these certifications and affidavits will result in your proposal not being considered for funding.

- Signed Price Proposal Cover Sheet
- Filled Budget & Budget Narrative
- Signatory Authorization for Corporate Providers (If Applicable)
- Signatory Authorization for Non-Corporate Providers (If Applicable)
- Certification Regarding Debarment, Suspension and Other Responsibility Matters
- Certificate of Non-Collusion
- Audit Assurance Certification
- Certificate of Good Standing

Bidders' Conference, RFP Questions and Answers

A Bidders' Conference will be held on **Wednesday, July 20, 2022, via live webinar at 10:00 AM**. All interested parties are strongly encouraged to participate.

Please note that to maintain a competitive bidding process, substantive questions related to this RFP will be addressed. Questions may be submitted via email to vganghi@masshiremvwb.org by **11:00 am on Wednesday, August 10, 2022**. All questions and answers will be posted to the MMVWB website by **Monday, August 15, 2022, 4:00 PM**.

Rule for Award

The MMVWB will select the most advantageous proposals from a responsive and responsible bidder(s), taking into consideration all evaluation criteria and price. The MMVWB plans to send award/ non-award notifications by **Monday, September 12, 2022.**

Notification of Awards

The MMVWB Proposal Review sub-committee will score and rank the proposals. The sub-committee consists of MassHire Merrimack Valley Workforce Board (MMVWB) & MassHire Merrimack Valley Career Center (MMVCC) Staff and Board member of MMVWB. Those recommendations shall then be made to the full Board for final approval. MMVWB staff will then notify the approved vendors with a letter indicating award of grant.

Vendors who have not been selected for funding will also be notified at this time. It is anticipated that award notifications will be made by Monday, September 12, 2022, with contract operations beginning on Monday, October 3, 2022, contingent upon successful contract negotiations.

MMVWB and Proposer's Rights

- A.** The release of this RFP does not constitute an acceptance of any offer, nor does its release in anyway obligate the MMVWB to execute a contract with any bidder. The MMVWB reserves the right to accept or reject any offers on the basis of the general conditions set forth in this RFP, and to evaluate all accepted proposals on the criteria in this RFP.
- B.** The MMVWB issues this RFP with the explicit understanding that minor and major changes may be made, up to and including the option to rescind this RFP in its entirety, if in the best interest of the MMVWB. Terms, conditions, and specifications of this RFP are subject to change.
- C.** The MMVWB reserves the right to negotiate the final terms of all contracts with successful vendors. Items that may be negotiated include but are not limited to type and scope of services, costs and prices, schedule of services, target groups, geographic goals and service levels.
- D.** Following the competitive procurement process, all proposals become public record.

Contract Terms

Successful bidders will be awarded a cost reimbursement contract, which will consist of the following sections. The contract awarded to each vendor selected through this procurement will include terms and conditions required to ensure compliance with WIOA statute and regulations. The below may be subject to periodic changes and/or revisions as deemed necessary by MMVWB.

<p>Cost Reimbursement Contract Cover Page</p> <p>Certification for Signature</p> <p>Fiscal Contact Information</p> <p>Direct Deposit Form</p> <p>Work Statement</p> <p>Scope of Services</p> <p>Programmatic Performance Standards</p> <p>Time of Performance</p> <p>Reporting Program</p> <p>Program Monitoring/Corrective Action</p>	<p>Budget-Payment Schedule & Reporting Requirements</p> <p>Contractor's Closeout</p> <p>MMVWB Terms, Conditions, and Assurances</p> <p>Formal Grievance Complaint Policy</p>
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III. Program Specifications

Program Design

WIOA places an emphasis on the development of Career Pathways designed to transition adults to the workforce. Career Pathways are an integrated collection of programs and services intended to develop an adult's academic, technical, and employability skills, and provide them with continuous education, training, and placement into high-demand jobs.

The term "Career Pathway" means a combination of rigorous and high-quality education, training, and other services that:

- Align with the skill needs of industries in the economy of the state or regional economy involved;
- Prepare individuals to be successful in any of a full range of education options, including apprenticeships;
- Include counseling to support an individual in achieving education and career goals;
- Include, as appropriate, education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
- Organize education, training, and other services to meet the needs of an individual in a manner that accelerates their educational and career advancement to the extent practicable;
- Enable an individual to attain at least one (1) recognized postsecondary credential or occupational license; and
- Help an individual enter or advance within a specific occupation or occupational cluster.

As WIOA emphasizes Career Pathways, the MMVWB is also prioritizing the development of regionally focused Career Pathways for all job seekers (regardless of age/education level). The priority industries are advanced manufacturing, professional/technical (Information Technology/Cyber Security), and healthcare (Licensed Practical Nurse, Emergency Medical Technician) & social services. We may also consider Career Pathways in other industries/occupations if the applicant can provide meaningful evidence of the labor market demand and successful job placement. For example, Transportation/Commercial Drivers' License.

Program Components and Sequence of Services

Programs funded through this RFP are required to document the sequence of services consistent with the WIOA system to guarantee all participants receive comprehensive and individualized services in adherence with the Workforce Innovation and Opportunity Act. In order to operate an efficient WIOA program, it is important that the roles and responsibilities of the MMVWB, MassHire Merrimack Valley Career Center (MMVCC) and the vendor are clearly defined.

Sequence of Services

- **Outreach and Recruitment:** The MMVWB and MMVCC will include information about WIOA funded programs on our website and in literature promoting services available to eligible adults. However, vendors should be prepared to bear the primary responsibility for ensuring that their outreach and recruitment efforts result in meeting the enrollment goals established in their contract.
- **Referrals:** Vendors will accept referrals made to them by the MMVCC and other local agencies.
- **Initial Assessment:** An initial assessment is conducted on the first visit and is considered the “Application Orientation”. The applicant will receive the application and an explanation of the documentation required to determine WIOA eligibility. Also, information on services and programs are provided to the applicant.
- **Point of Entry/Eligibility Determination:** *Eligibility determination is the sole responsibility of the MMVCC.* As such the point of entry into the WIOA system should be the MMVCC. This includes the completion of a WIOA application, and the verification of the information provided by the applicant. The collection of required documents is the responsibility of the applicant and vendor. All documents must be submitted to MMVCC staff and an electronic file is maintained. No adult is permitted to receive WIOA services until vendors are notified in writing by the MMVCC of adult’s eligibility.
- **Comprehensive Assessment:** During this meeting with the MMVCC, the application is reviewed along with the documentation to determine WIOA eligibility. An overview of their educational background, employment history, and barrier(s) to employment are discussed and assessment testing is scheduled. The information is then entered into MOSES, the Massachusetts One Stop Employment System Database. A determination of what WIOA or non-WIOA services are most appropriate for the adult is also completed.
- **Assessment Testing:** - Adults are **required** to take reading and math assessments using TABE (Test of Adult Basic Education) or WorkKeys. MMVCC staff will perform TABE or WorkKeys testing at the MMVCC office weekly; or ***If vendors will facilitate TABE, then vendors Must be TABE certified to perform testing and Must provide copy of tests to MMVCC.***
- **Program Enrollment and Commencement of Services:** Occupational skills training and career readiness services, on- site, are offered during a designated daily schedule to all enrolled participants.
- **Case Management:** Strategic case management will be necessary to connect adults to multiple programs and services, as well as to help achieve short-term attainable goals and support adults in long-term

positive outcomes. Case management is a tandem effort between the vendor and MMVCC staff, to ensure goals of the ISS are achieved and positive outcomes are attained for common measures.

- **Monthly Reporting:** Reports must be submitted to the MMVWB and MMVCC within the first week of each month. Details on credential attainment, progress toward goals, activities completed, and detailed case management must be communicated to assigned MMVWB staff through the monthly report.
- **Retention after Exit and Follow-up Activities:** Follow-up services are required under WIOA funding. Vendors will provide follow up services which are intended to enhance outcomes. All participants who have been placed in employment, a registered apprenticeship, or entered the military, will receive follow-up services for a minimum of 12 months after exit.

MMVWB & MMVCC WIOA Specific and Administrative Roles

- **WIOA Adult Monthly Reporting:** MMVWB staff will send monthly reports out to all vendors by the 10th working day of each month. Reports must include all enrollees currently participating as well as in follow up. Reports will include enrollment and exit dates for all participant as well as outcomes and credentials.
- **Provide official WIOA eligibility determination** of all targeted adults to the MMVCC; *(see Attachment B for a listing of required eligibility documentation)*
- **Technical Assistance:** MMVWB staff are available to assist Vendors in any matter relating to the administration of their WIOA program.

MMVCC will assign an Employment Counselor to each program provider. Among other things, this person will meet with project staff to review eligibility criteria for participant enrollment, the process of completing eligibility paperwork, and assist in the collection of acceptable documentation. The MMVCC assigned staff will ensure that all statutory and regulatory requirements related to WIOA funding outlined in the contract document are in place and carried out.

- **Information Systems MOSES:** MMVCC maintains an electronic record of an individual, including enrollment information, services received, and case management notes provided by the vendor once they have been determined eligible to participate in the program and are receiving services under WIOA.
- **Vendor Meetings:** Vendors are required to attend meetings with the MMVWB and MMVCC staff. The purpose of these meetings is to sustain clear communication between the vendor, MMVCC and MMVWB. Meetings may be held on site, at the MMVWB offices, or remotely.
- **Program Monitoring:** Each vendor is formally monitored at least once during the contract year by the MMVWB staff. Regular programmatic reviews are done based on MOSES reports and vendor reports as well as invoices submitted monthly.
- **Conduct oversight and evaluation of program activities of funded providers**
MMVWB staff will communicate regularly with WIOA funded vendors to ensure programs are offering services listed in proposal and are meeting benchmarks and goals.

Program Performance Measures/Indicators

Bidders responding to this RFP must meet Performance Measures as applicable for adults.

Applicants must consider strategies for meeting the WIOA Performance Indicators:

MEASURABLE OUTCOME (exited participants)	Outcome Description
Placement in Employment/Apprenticeship/Military 2 nd Quarter After Exit	% of all exited participants who are employed, in an apprenticeship, or in the military during 2nd Quarter after exit.
Placement in Employment/Apprenticeship/Military 4 th Quarter After Exit	% of all exited participants who are employed, in an apprenticeship, or in the military during 4th Quarter after exit
Median Earnings 2 nd Quarter after exit	Median wages for exited participants who are employed during the 2 nd quarter after exit
Credential Attainment (up to 1 year after exit)	% of participants who obtain a post-secondary credential, license or industry recognized credential during program or within 1 year of exit
Measurable Skills Gain	% of participants in an education or training program that leads to a credential or employment and who are achieving “measurable skills gains” Meeting one or more “Measurable skill gains” include: 1.) Attainment of a high school diploma 2.) Achievement of an educational function level 3.) Transcript / Report Card achievement 4.) Achievement of a milestone (completion of OJT, apprenticeship program, any training achievement) 5.) Achievement of a trade-related benchmark /skill progression (knowledge-based exams)

Program Performance Goals (based on FY22 WIOA Performance Measures*)

MEASURABLE OUTCOME (exited participants)	Goal*
Placement in Employment/Apprenticeship/Military 2 nd Quarter After Exit	86.5%
Placement in Employment/Apprenticeship/Military 4 th Quarter After Exit	78.0%
Median Earnings 2 nd Quarter after exit	\$6,200
Credential Attainment (up to 1 year after exit)	73.5%
Measurable Skills Gain	40%

IV. Proposal Provisions & Requirements

RFP Timeline

Date	Activity
Tuesday, June 21, 2022	Request for Proposals Released
Wednesday, July 20, 2022	Bidder's Conference Webinar at 10:00 AM
Wednesday, August 10, 2022	Deadline for Submission of Written Questions by 11:00 AM
Monday, August 15, 2022	Answers to questions posted on our website by 4:00 PM
Monday, August 22, 2022	Proposals Due by 11:00 AM
Monday, September 12, 2022	Award/Non-Award notifications
Monday, October 3, 2022	Estimated Contract State Date

The MMVWB reserves the right to declare proposals received after the 11:00 AM Wednesday, August 22, 2022, deadline to be considered non-responsive and may be rejected for consideration. Deadline will be strictly enforced.

- **Program and Price proposals must be reviewed and evaluated separately.**
- **Clearly mark email subject containing the Program Proposal "MMVWB ADULT TRAINING RFP PROGRAM PROPOSAL 8.22.22".**
- **Clearly mark email containing the Price Proposal "MMVWB ADULT TRAINING RFP PRICE PROPOSAL 8.22.22".**
- **In case of inclement weather or any unforeseen circumstances the new submission date will be posted on the MMVWB website.**
- **Program and Price proposals must have their own cover sheet.**
- **The original of each proposal must contain the signature of your agency signatory.**

The applicant is solely responsible for assuring that proposals not received by the specified date and time will be rejected.

Proposals Submission

- All proposals and modifications must be submitted by email to procurement@masshiremvwb.org **no later than Monday August 22, 2022, at 11:00 AM EST.**

In the subject on your email: MMVWB ADULT TRAINING RFP PROPOSAL

Attach two following files with the email –

- 1) MMVWB ADULT TRAINING RFP PROGRAM PROPOSAL 8.22.22**
- 2) MMVWB ADULT TRAINING RFP PRICE PROPOSAL 8.22.22**

Please make sure that your total of both files does not exceed 24MB, as the email will bounce back. If your files are big, please split them up in two or three files to send it by separate emails.

When you submit the proposals, you will receive the automated reply back that we have received your proposal. If you don't receive the automated reply, please contact Varsha Gandhi at 978-770-7325 during business hours on Monday to Friday between 8:30 AM to 4:00 PM.

Please note that we will not accept hand delivered or mailed proposals.

- **The Program Narrative can be no longer than 12 pages and no smaller than 11 size fonts.**
- Please check your proposal for internal consistency. The checklist for the Program Proposal and Price proposal should be used as a guide to accomplish this and must be included as part of your proposal.
- Cover sheets for both the program and price proposal must be signed by the Authorized Signatory of the lead Agency, as documented by the submitted Authorized Signatory form.
- Failure to follow the RFP format could result in disqualification of your proposal.

Proposal Review

A. Program Proposal

Program proposals will be reviewed and rated by a sub-committee of MMVWB /MMVCC Staff and MMVWB Board members. The program proposal narrative has five (5) parts & Price proposal has one (1) part. Proposals will be rated according to a point system. The maximum total any proposal may receive is 100 points. Each part is awarded points as follows:

Program Design	30 points
Customer Identification (Outreach and Recruitment)	20 points
Past Performance (incumbent Vendors)/Ability to achieve WIOA Adult Program Outcomes	20 points
Administration	5 points
Program Operations	5 points
Budget & Budget Narrative	20 points

Complete proposals received by the submission deadline and that meet all requirements, will be reviewed by the Proposal Review Subcommittee. The Committee shall utilize the evaluation criteria noted in the Program Proposal section and identified in the MMVWB WIOA Adult Proposal Rating Criteria. Proposals will be given an overall rating of Highly Advantageous, Advantageous, Not Advantageous, or Unacceptable based on the points awarded. The overall scoring and overall rating break down as follows:

85 to 100 points	Highly Advantageous
70 to 84 points	Advantageous
50 to 69 points	Not Advantageous
Less than 50 points	Unacceptable

Proposals with an overall rating of Highly Advantageous or Advantageous will be considered for funding. Proposals receiving a rating of Not Advantageous or Unacceptable will not be considered.

B. Price Proposal

MMVWB staff will first review all proposals to determine if the minimum qualifying criteria has been met. Proposals that do not meet the Minimum Qualifying Criteria will not be considered for funding. If minimum-qualifying criteria have been met, proposals will then be reviewed for program costs. Proposed costs will be compared with similar costs proposed by other bidders, as well as historical data available (i.e., current or previously funded contracts). Results will be documented.

C. Final Funding

Final funding decisions will take into consideration the results of the program and price proposal reviews, an adequate mix of the various types of services to be made available and an equitable distribution of funds and services to adults throughout the region. The MMVWB reserves the right to reject any and all proposals, to not fund any or all proposals, and/or to partially fund any and all proposals as submitted in response to this RFP. All proposals become the property of the MMVWB/City of Lawrence.

IV. Attachments List

- A. Map of Region
- B. WIOA Participant Eligibility Documentation Chart

Program Proposal

- C. Contents Checklist (Program Proposal)
- D. Program Proposal Cover Sheet
- E. MMVWB WIOA Proposal Rating Criteria and Narrative Questions
- F. WIOA Adult Training Timeline

Price Proposal

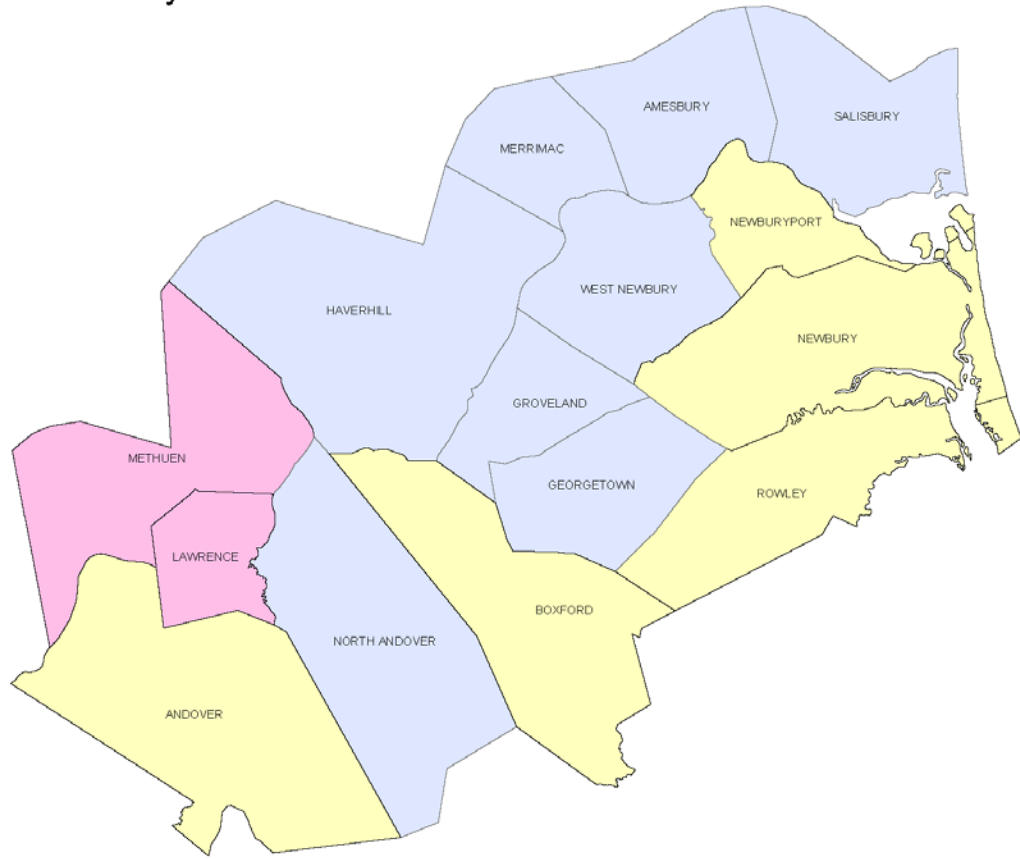
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- K. Signatory Authorization for Non-Corporate Providers
- L. Certification Regarding Debarment, Suspension and other Responsibility Matters Primary Covered Transactions
- M. Certificate of Non-Collusion
- N. Audit Certification
- O. Certificate of Good Standing
- P. Budget & Budget Narrative Instructions
Adult Program RFP Budget Worksheet
Tab 1: Adult Program Budget
Tab 2: Budget Narrative

Other Attachments

- Q. MMVWB Terms, Conditions, Assurances
- R. Contract Negotiation – Policies required upon Award
- S. MMVWB Formal Grievance/Complaint Policy

Merrimack Valley Workforce Area

MassHire Merrimack Valley Workforce Board
Service Area



- Boston-Cambridge-Quincy, MA NECTA Div.
- Haverhill-No. Andover-Amesbury, MA-NH NECTA Div.
- Lawrence-Methuen-Salem, MA-NH NECTA Div.

NECTA - New England City and Town Areas

Prepared by Massachusetts Department of Workforce Development
Economic Analysis Office

Attachment B

WIOA TITLE I ELIGIBILITY DOCUMENTATION

ELIGIBILITY CRITERIA	<p style="text-align: center;">SOURCES OF DOCUMENTATION</p> <p>Staff may verify eligibility documentation through livestream (video sharing) such as Zoom, WebEX, or Adobe Connects or other virtual media platform. Eligibility documentation may also be verified via secure email. When documents are verified through live stream or via email staff must include the verified documentation in the customer file along with a completed Documentation Inspection Form (Attachment J).</p> <p>The use of electronic signatures on eligibility documentation is permissible.</p> <p>Only one of the following is required for each criterion. See also alternate forms. This document listing may not be exhaustive. Should you encounter a document that is not listed here, please contact your MDCS Field Management and Oversight representative for assistance in discerning the document’s validity for the purpose of WIOA Title I eligibility.</p>
GENERAL ELIGIBILITY – Required for adults and dislocated workers	
Birth Date/Age	<ol style="list-style-type: none"> 1. Baptismal Record 2. Birth Certificate 3. DD-214, Report of Transfer or Discharge Paper 4. Driver’s License (with Photo and Date of Birth) 5. Federal, State or Local Government Identification Card that includes a birth date 6. Selective Service Card 7. Hospital Record of Birth 8. Passport (as long as the passport includes the date of birth) 9. Public Assistance\Social Service Records 10. School Records\Identification Card 11. Letter from Commonwealth of Massachusetts EOHHS Agency (for Foster Child and State Custody Youth, only) 12. Unexpired Alien Registration Card/Documents indicating authorization to work in the United States I-179, I-197, I-551, I-688, I-688A, I-688B, I-766, Certificate of Naturalization (Form N-565 or N-570) I-94 Arrival/Departure Form

<p>U.S. Citizenship <i>or</i> Authorization to Work in the United States if a non-U.S. Citizen**</p>	<ol style="list-style-type: none"> 1. U.S. Baptismal Certificate (if place of birth is shown) 2. U.S. Birth Certificate 3. U.S. Hospital Record of Birth 4. U.S. Passport (either current or expired) 5. U.S. Passport Card (either current or expired) 6. Certificate of Naturalization (Form N-565 or N-570) 7. Unexpired Alien Registration Card/Documents indicating authorization to work in the United States (INS Forms I-179, I-197, I-327, I-551, I-571, I-688, I-688A, I-688B, I-766, an unexpired I-94 Arrival/Departure form that includes an endorsement (stamped) of the individual's status as authorized to work in the United States when accompanied with an unexpired temporary foreign passport that has the same name as the I-94, an unexpired temporary foreign passport stamped with an I-155 Work Authorization stamp 8. Native American Tribal document 9. Non-Restricted Social Security Card AND Government Issued Identification containing a photograph or information such as name, date of birth, gender, height, eye color, and address. Printout from the Systematic Alien Verification for Entitlements Program (SAVE) AND a Government Issued Identification containing a photograph or information such as name, date of birth, gender, height, eye color, and address.
<p>Selective Service Registrant*</p>	<ol style="list-style-type: none"> 1. DD-214, Report of Transfer or Discharge 2. Selective Service Advisory Opinion Letter (not used after Jan, 1995) 3. Selective Service Online Verification at http://www.sss.gov (printout) 4. Selective Service Registration Acknowledgement Card 5. Selective Service Status Information Letter 6. Selective Service Registration Record (Form 3A) 7. Stamped Post Office Receipt of Registration 8. Certificate of Naturalization (Form N-565 or N-570; indicates compliance with all Selective Service requirements) 9. U.S. Passport (for non-U.S. born customers, only)

**Online verification is available for men born on or after 12/31/59. Men between the ages of 18-26 who have not registered should be referred to SSS for registration prior to enrollment in WIOA Title I. Registration may be completed online at the web site.*

An individual's legal right to work in the United States may be documented using the Social Security Card (unless the card says that it is not valid for employment) AND Driver's License or other government issued picture ID containing a photograph or information such as name, date of birth, gender, height, eye color and address. The SS Card establishes work authorization and the identification establishes identity (and

that the SS Card belongs to the person).

Pursuant to the USDOL policy that final decisions for disbursing federally financed domestic benefits, services, rights, or training, rests solely with the provider agencies that disburse them, the local Title I operator is responsible for determining if an individual seeking services under Title I meets Selective Service requirements. As such, the Title I operator must determine for any Title I applicant who was required to register with Selective Service and failed to do so, whether that failure was knowing or willful. It is the responsibility of the individual to demonstrate that such failure to register was not knowing or willful. If the Title I operator determines it was not knowing and willful failure and the individual is otherwise eligible, services may be provided. If the Title I operator determines that evidence shows that the individual's failure to register was knowing and willful, WIOA services must be denied, Individuals denied services must be advised of available WIOA grievance procedures. Title I operators must keep documentation related to evidence presented in determination related to Selective Service.

Reference: Department of Labor Employment and Training Administration. Training and Employment Guidance Letter No. 11-11, CHANGE 2

*** U.S. Citizenship or Authorization to Work in the United States if a non-U.S. Citizen, source documentation can be found at: <https://www.uscis.gov/i-9> - under Instructions for Form I-9.*

ECONOMIC ELIGIBILITY

<p>Cash Public Assistance</p> <p>NOTE: The listed items of documentation are acceptable for any individual listed on grant.</p>	<ol style="list-style-type: none"> 1. Copy of Authorization to Receive Cash Public Assistance 2. Copy of Public Assistance Check 3. Medical Card showing Cash Grant Status 4. Public Assistance Identification Card showing Cash Grant Status 5. Public Assistance Records/Printout/Master File
<p>Individual/Family Income</p>	<ol style="list-style-type: none"> 1. Alimony Agreement 2. Award letter from Veterans Administration 3. Bank Statements (Direct Deposits) 4. Compensation Award Letter 5. Court Award Letter 6. Employer Statement/Contact 7. Business Financial Records 8. Housing Authority Verification (must include dates of occupancy) 9. Pay Stubs 10. Pension Statement 11. Quarterly Estimated Tax for Self-Employed Persons 12. Social Security Benefits 13. Unemployment Insurance Documents 14. Written statement from other Federal, State or Local agency 15. Applicant Statement if no other forms of documentation are available – must be supported with a corroborative contact or reliable witness (see Attachment G instruction) 16. Telephone verification if other forms of documentation are not readily available (see Attachment G instruction) 17. Document Inspection if provided document cannot be legally photocopied (see Attachment G instruction)

Individual Status/Family Size	<ol style="list-style-type: none"> 1. Birth Certificate 2. Decree of Court 3. Disabled (See "Individuals with Disabilities" below) 4. Divorce Decree 5. Lease or Landlord Statement 6. Marriage Certificate 7. Medical Card 8. Public Assistance/Social Service/Public Housing Agency Records 9. Letter from Commonwealth of Massachusetts EOHHS Agency (for Foster Child and State Custody Youth, only) 10. Applicant Statement if no other forms of documentation are available – must be supported with a corroborative contact or reliable witness (see Attachment G instruction) 11. Telephone verification if other forms of documentation are not readily available (see Attachment G instruction) 12. Document Inspection if provided document cannot be legally photocopied (see Attachment G instruction)
Supplemental Nutrition Assistance Program (SNAP)	<ol style="list-style-type: none"> 1. Current Authorization to obtain SNAP 2. Current SNAP receipt 3. SNAP Card with Current Date 4. Postmarked SNAP Mailer with Applicable Name and Address 5. Public Assistance Records\Printout
Homeless (Income verification not required)	<ol style="list-style-type: none"> 1. Written Statement from an Individual Providing Temporary Residence 2. Written Statement from Shelter/Social Service Agency 3. Letter from Commonwealth of Massachusetts EOHHS Agency (for Foster Individual and State Custody Individual, only) 4. Applicant Statement if no other forms of documentation are available – must be supported with a corroborative contact or reliable witness (see Attachment G instruction) 5. Telephone verification if other forms of documentation are not readily available (see Attachment G instruction) 6. Document Inspection if provided document cannot be legally photocopied (see Attachment G instruction)

<p>Supported Foster Individual – up to age 21 (Income verification not required)</p>	<ol style="list-style-type: none"> 1. Court Contact 2. Court Documentation 3. Medical Card 4. Verification of Payments made on Behalf of the Child 5. Written Statement from State\Local Agency 6. Letter from Commonwealth of Massachusetts EOHHS Agency 7. Telephone verification if other forms of documentation are not readily available (see Attachment G instruction) 8. Document Inspection if provided document cannot be legally photocopied (see Attachment G instruction)
<p>Individual with Disabilities (Customer’s own income must be considered)</p>	<ol style="list-style-type: none"> 1. Letter from Drug or Alcohol Rehabilitation Agency 2. Letter from Child Study Team Stating Specific Eligibility 3. Medical Records 4. Observable Condition 5. Physician Statement 6. Psychiatrist’s/Psychologist’s Diagnosis 7. Rehabilitation Evaluation 8. School Records 9. Sheltered Workshop Certification 10. Social Service Records/Referral 11. Social Security Administration Disability or Veterans Admin. Records 12. Vocational Rehabilitation Letter 13. Workers Compensation Record 14. Applicant Statement if no other forms of documentation are available – must be supported with a corroborative contact or reliable witness (see Attachment G instruction) 15. Telephone verification if other forms of documentation are not readily available (see Attachment G instruction) 16. Document Inspection if provided document cannot be legally photocopied (see Attachment G instruction)
<p>Offender (Customer’s own income must be considered)</p>	<ol style="list-style-type: none"> 1. Court Contact 2. Court Documentation 3. Medical Card 4. Verification of Payments made on Behalf of the Child 5. Written Statement from State/Local Agency 6. Letter from Commonwealth of Massachusetts EOHHS 7. Agency Telephone verification if other forms of documentation are not readily available (see Attachment G instruction) 8. Document Inspection if provided document cannot be legally photocopied (see Attachment G instruction)

ADULT PRIORITY OF SERVICE

ELIGIBILITY CRITERIA	ACCEPTABLE DOCUMENTATION
Veterans and eligible spouses	<ol style="list-style-type: none"> 1. DD-214 2. DOD Letter 3. Letter from the Service Members Current Command 4. Military Identification Card for Member or Spouse Currently on Active Duty 5. National Guard Report of Separation and Record of Service 6. Military Orders 7. Veterans Administration letter or records
Public Assistance	<ol style="list-style-type: none"> 1. Copy of Authorization to Receive Cash Public Assistance 2. Copy of Public Assistance Check 3. Medical Card showing Cash Grant Status 4. Public Assistance Identification Card showing Cash Grant Status 5. Public Assistance Records/Printout/Master File
Other Low-Income individuals (For Low-Income also see Economic Eligibility above.)	<ol style="list-style-type: none"> 1. Alimony Agreement 2. Award letter from Veterans Administration 3. Bank Statements (Direct Deposits) 4. Compensation Award Letter 5. Court Award Letter 6. Employer Statement/Contact 7. Business Financial Records 8. Housing Authority Verification (must include dates of occupancy) 9. Pay Stubs 10. Pension Statement 11. Quarterly Estimated Tax for Self-Employed Persons 12. Social Security Benefits 13. Unemployment Insurance Documents 14. Written statement from other Federal, State or Local agency 15. Applicant Statement if no other forms of documentation are available – must be supported with a corroborative contact or reliable witness (see Attachment G instruction) 16. Telephone verification if other forms of documentation are not readily available (see Attachment G instruction) <p>Document Inspection is permissible if provided document cannot be legally photocopied (see Attachment G instruction)</p>
Basic Skill Deficient	

<p>Youth or Adult who tests at or below 8.9 grade level in English, reading, writing, or computing skills.</p>	<p>1. Local areas must use assessment tools that are valid and appropriate. The following is a list of valid assessment tools, please note this list is not intended to be limiting:</p>
--	--

	<ul style="list-style-type: none"> • Test of Adult Basic Education (TABE) 9-10¹ • Test of Adult Basic Education (TABE) 11-12 • Test of Adult Basic Education (TABE) CLAS – E • Comprehensive Adult Student Assessment System (CASAS) • Wonderlic General Assessment of Instructional Needs (GAIN) • Massachusetts Adult Proficiency Test (MAPT) • Basic English Skills Test (BEST) Plus <p>For complete listing of NRS Test Benchmarks for Educational Functioning Levels visit: https://www.nrsweb.org/</p> <p>2. ACT WorkKeys Placement Quiz or Exam along with Crosswalk to US DOL EFL Descriptors, TABE, CASAS Link to crosswalk found here: https://www.mass.gov/service-details/workkeys-assessment-crosswalk-tools</p> <p>Note: Documentation must include test name, date taken and grade level or score.</p>
English Language Learner	<ol style="list-style-type: none"> 1. Basic English Skills Test (BEST) Literacy 2. Referral or verification from or Records from Title II Adult Education Program 3. Letter from School Official on School Letterhead 4. Statement from Recognized Community Based Organization
Lacks high school diploma or equivalent and not enrolled in secondary education	<ol style="list-style-type: none"> 1. School Records (Transcripts or Report Cards) 2. Letter from School Official on School Letterhead 3. Verification from School District Student Records Department
Enrolled in a Title II Adult Education/Literacy program	<ol style="list-style-type: none"> 1. Referral or verification from Title II Adult Education Program 2. Referral or verification from Adult Community Learning Services Staff
Lacks basic computer literacy or basic financial literacy skills	<ol style="list-style-type: none"> 1. Formalized Testing Instruments 2. Documented Interviews

❖ *Test of Adult Basic Education (TABE) 9-10 is not a valid testing tool to measure Education Functioning Levels.*

PROGRAM PROPOSAL

**FY 2023 WIOA Title I Adult Occupational Skills
Training & Placement Services Program
Program Proposal**

Program Proposal Contents Checklist

Place a check mark to indicate that each area has been addressed. Write N/A if not applicable.

Cover Sheet

_____ Each section fully completed

_____ Signed by authorized signatory

Proposal Narrative

_____ Program Design

_____ Outreach & Recruitment

_____ Program Outcomes

_____ Administration

_____ Program Operation

Attachment D

MassHire Merrimack Valley Workforce Board; City of Lawrence; WIOA Title I Adult Occupational Skills Training & Placement Services - FY 2023

Program Proposal Cover Sheet

Organization: _____

Mailing Address: _____

Contact Person: _____

Telephone: _____

Email Address: _____

City/Towns to Be Served: _____

Signature of Authorized Representative for Your Organization:

Submitted By: _____ Signature _____ Date _____

Project Performance Goals: (must complete – fill in all yellow)

1. Total Participants – includes carry-in from FY21(if applicable) and new enrollees (1A+1B)	
1A. Carry-in Participants * New Vendors – Carry-in = "0"	
1B. New Enrollees	
2. Total Participants attaining an Industry Recognized Credential/occupational skills license	
3. Total Participants Entering employment/apprenticeship/Military at exit	
4. Total Participants in employment/apprenticeship/Military 2nd quarter after	
5. Total Participants in employment/apprenticeship/Military 4th quarter after exit	
6. Instructor: Participants Ratio	

Attachment E

MMVWB WIOA Adult Occupational Skills Training & Placement Services Program Proposal Narrative Questions

A. Program Design (30 points)

1. Summarize the design of your program. Clearly list your organization's projected enrollment goals and outcome goals.
2. Describe the credential the participants in your program will be working toward achieving and what activities they will take part in to reach that goal (attain an industry recognized credential)
3. Explain how your program design develops career pathways for each participant.
4. Provide current Labor Market Information (LMI) that justifies the pursuit of the industry recognized credentials and career pathways of your program.
5. Describe the timeline for program implementation, indicating when all phases of the program will begin and end (include 12-month follow-up). See Training Timeline Form.
6. Describe when the training year program services will take place (i.e. days, evenings)
7. Describe career and self-assessments to be utilized, labor market research techniques, and modes of exposure to targeted industries
8. Describe your case management strategies.
9. Identify the number and characteristics of the adult population you propose to serve (examples: age, people with disabilities, veterans, ex-offenders, etc.). Explain why/how this cohort was identified.
10. Describe your experience working with adult learners or a similar population.
11. Describe the components of your program design that meet the needs of individuals with disabilities.
12. Describe any partnerships/collaborations you have established for the proposed program. What are the roles and responsibilities of each? Include a Memorandum of Understanding (MOU) or Letters of Commitment, if applicable.

B. Outreach and Recruitment (20 points)

1. Please provide a timeline of your organization’s plan to recruit adults to meet proposed enrollment goals to participate in this program. (See attached Implementation Plan Template)
2. Describe your organization’s plan for outreach. Discuss how this outreach strategy will combine with the work of the MMVWB to attract numbers of adults sufficient to meet WIOA performance measures/outcomes.
3. Explain a situation in the past when your organization has failed to meet enrollment or other goals and the strategies undertaken to resolve the issue (if applicable).
4. Describe any referral agreements you will enter into with other organizations to refer target group members to your program. Include a Memorandum of Understanding (MOU) or Letters of Commitment, if applicable.
5. Describe orientation materials and information that will be provided to adults. A handbook containing the policies of your Agency and program expectation i.e. hours of operation, attendance policy, complaint and grievance procedures {with ADA/EEO information} may be requested during Proposal Review period.

C. Program Outcomes (20 points)

1. Provide a description of how an adult will progress from point of entry to exit achieving the WIOA performance outcomes as a goal.
2. Describe the past three years of programming resulting in performance outcomes similar to the requested performance measures in this RFP. Define results. For example, total number of adults enrolled, total number or credentials earned, total number of entered employment, etc. (If your organization has no prior experience working with this population, please be clear in explaining how your program design is built using an evidenced-based program model(s))
3. Describe your organization’s strategy for meeting performance outcomes outlined in this RFP.
4. Clearly list your organization’s projected enrollment goals/outcomes if awarded funding.

MEASURABLE OUTCOME (exited participants)	Goal	Projection
Placement in Employment/Apprenticeship/Military 2 nd Quarter After Exit	86.5%	
Placement in Employment/Apprenticeship/Military 4 th Quarter After Exit	78.0%	
Median Earnings 2 nd Quarter after exit	\$6,200	
Credential Attainment (up to 1 year after exit)	73.5%	
Measurable Skills Gain	40%	

5. Please provide an example of a time when your organization did not achieve contract performance goals and discuss the strategies undertaken to successfully meet the goals in the following year (if applicable).
6. Describe how program activities and services will result in outcomes that are appropriate for adults to enter the workforce.
7. Describe follow-up activities include in this how monthly contact will be performed and what actions will be taken to help adults re-enter the workforce if they have lost their employment.

D. Administration (5 points)

1. Provide an Organization chart, overview and mission statement of the organization.
2. Describe staffing of program as it relates to this program.
3. Provide a job description for each position to be funded by this proposal. Include resumes of existing staff or job descriptions of staff to be hired.

E. Program Operations (5 points)

Facilities providing services should be in full compliance of American with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1974 as well as other applicable Federal and State laws.

1. Describe the facilities to be used for activities and services. Include location.

Attachment F

TRAINING TIMELINE FORM

Please list each training cycle that will be offered, in chronological order.

Cycle #	Start Date (Month/Year)	End Date (Month/Year)	Planned # of Participants	Placement in Employment/Apprenticeship/Military 2 nd Quarter After Exit	Median Earnings 2 nd Quarter after exit	Placement in Employment/Apprenticeship/Military 4 th Quarter After Exit	Credential Attainment (up to 1 year after exit)	Measurable Skills Gain
1								
2								
3								
4								

MEASURABLE OUTCOME (exited participants)	Outcome Description
Placement in Employment/Apprenticeship/Military 2 nd Quarter After Exit	% of all exited participants who are employed, in an apprenticeship, or in the military during 2nd Quarter after exit.
Placement in Employment/Apprenticeship/Military 4 th Quarter After Exit	% of all exited participants who are employed, in an apprenticeship, or in the military during 4th Quarter after exit
Median Earnings 2 nd Quarter after exit	Median wages for exited participants who are employed during the 2 nd quarter after exit
Credential Attainment (up to 1 year after exit)	% of participants who obtain a post-secondary credential, license or industry recognized credential during program or within 1 year of exit
Measurable Skills Gain	<p>% of participants in an education or training program that leads to a credential or employment and who are achieving “measurable skills gains”</p> <p>Meeting one or more</p> <p>“Measurable skill gains” include:</p> <ol style="list-style-type: none"> 1.) Attainment of a high school diploma 2.) Achievement of an educational function level 3.) Transcript / Report Card achievement 4.) Achievement of a milestone (completion of OJT, apprenticeship program, any training achievement) 5.) Achievement of a trade-related benchmark /skill progression (knowledge-based exams)

PRICE PROPOSAL

FY 2022 WIOA Title I Adult Occupational Skills Training & Placement Services Price Proposal

Price Proposal Contents Checklist

Place a check mark to indicate that each area has been addressed. Write N/A if not applicable.

Cover Sheet

_____ Each section fully complete

_____ Signed by authorized signatory

Minimum Qualifying Criteria

_____ Signatory Authorization for Corporate Providers (If Applicable)

_____ Signatory Authorization for Non-Corporate Providers (If Applicable)

_____ Certification Regarding Debarment, Suspension and Other Responsibility Matters

_____ Certificate of Non-Collusion

_____ Audit Assurance Certification

_____ Certificate of Good Standing

Budget & Budget Narrative

_____ Budget Completed

_____ Budget Narrative Completed

_____ Indirect Rate included (if applicable)

Attachment H

**MassHire Merrimack Valley Workforce Board/City of Lawrence WIOA Title I
Adult Occupational Skills Training & Placement Services FY 2023**

Price Proposal Cover Sheet

Organization: _____

Mailing Address: _____

Fiscal Contact: _____

Telephone: _____

Email: _____

City/Towns
To Be Served: _____

Total Amount of Funding Request:

Project Performance Goals: (must complete all cells in yellow)

1. Total Participants - includes carry-in from FY21 and new enrollees (if applicable) (1A+1B)	
1A. Carry-in Participants * New Vendors – Carry-in = "0"	
1B. New Enrollees	
2. Total Participants attaining an Industry Recognized Credential/occupational skills license	
3. Total Participants Entering employment/apprenticeship/Military at exit	
4. Total Participants in employment/apprenticeship/Military 2nd quarter after exit	
5. Total Participants in employment/apprenticeship/Military 4th quarter after exit	
6. Instructor: Participants Ratio	

Signature of Authorized Representative for Your Organization:

Submitted By: _____
Signature Date

Attachment I

Minimum Qualifying Criteria

In order to be considered for funding, the following must be completed and submitted with your original price proposal only (it is not necessary to submit these with the copies). Failure to complete these certifications and affidavits will result in your proposal not being considered for funding.

- Signatory Authorization for Corporate Providers (If Applicable)
- Signatory Authorization for Non-Corporate Providers (If Applicable)
- Certification Regarding Debarment, Suspension and Other Responsibility Matters
- Certificate of Non-Collusion
- Audit Assurance Certification
- Certificate of Good Standing

Signature of Authorized Representative for Your Organization:

Submitted By: _____
Signature Date

Attachment J

Signatory Authorization for Corporate Providers

PROVIDER: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

COMPLETE ALL SECTIONS

MASSACHUSETTS OR FOREIGN CORPORATION

Massachusetts Corporation

Non-Massachusetts Corporation

A Non-Massachusetts Corporation is required to register with the Massachusetts Secretary of State to obtain an authorization to do business within Massachusetts. Attach a copy of such authorization to this form.

CORPORATE TAX STATUS

For-Profit Corporation

Corporation exempt from taxation
under 501 [C] [3] of the Internal Revenue
Code

Corporation exempt from taxation
under _____ of the Internal Revenue
Code.

CERTIFICATE OF VOTE

The following statement must be completed and signed by the Clerk(s) of the corporation, or a Certificate of Vote authorizing a signatory to execute contracts on behalf of the corporation must be attached.

At a duly authorized meeting of the Board of Directors of
_____ [Name of Corporation] held on _____ [Date], in
accordance with the by-laws of said corporation, it was voted that:

_____ and/or
NAME TITLE

NAME TITLE

of the corporation be hereby authorized to execute contracts and bonds on behalf of the corporation and that such execution of any contract or obligation in this corporation's name on its behalf by the person so authorized shall be valid and binding on this corporation.

SIGNATURE OF CLERK: _____ DATE _____

AFFIDAVIT OF COMPLIANCE

I _____, authorized signatory of _____
name of corporation] do hereby certify that the above-named corporation has filed with the Secretary of State all certificates and reports required by MGL c.1563 s. 109 and MGL c. 180 s. 26A.

Attachment K

Signatory Authorization for Non-Corporate Providers

Name of entity: _____

Address: _____

Designate type of entity (e.g., sole proprietorship, partnership, local education agency, municipality, etc.):

Title of the staff position with authority to sign contracts: _____

Name of the person currently filling this position: _____

Signature of authorized party _____ Date: _____

Attachment L

Certification Regarding Debarment, Suspension and Other Responsibility Matters Primary 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 SIGNING THE CERTIFICATION, PLEASE READ THE INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION

1. 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;
 - b. Have not within a three-year period preceding this proposal been convicted of 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 record, making false statements, or receiving stolen property.
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity [Federal, State or local] with the commission of any of the offenses enumerated in paragraph [1] [b] of this certification; and
 - d. 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.
2. 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.

NAME AND TITLE OF AUTHORIZED SIGNATORY

SIGNATURE

DATE

Attachment M

Certificate of Non-Collusion

The undersigned certifies under penalties of perjury that this bid, or proposal has been made or submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

(Printed name of individual submitting bid or proposal)

(Signature of individual submitting bid or proposal)

(Name of Organization)

(Date)

Attachment N

Audit Certification

Check whichever is applicable.

_____ A copy of my organization's most recent Audited Financial Statements, with Schedule of Expenditures of Federal Awards and Management Letter (if applicable) or Single Audit (if applicable) is attached.

_____ As an entity of the Commonwealth of Massachusetts, a copy of my organization's most recent Single Audit is available online at _____
(Indicate website)

(Printed name of individual submitting bid or proposal)

(Signature of individual submitting bid or proposal)

(Name of Organization)

(Date)

Attachment O

Certificate of Good Standing

Please apply at Commonwealth of Massachusetts /Department of Revenue to receive current Certificate for your organization.

Attachment P

Budget Instructions

There are two worksheets to this budget. They are as follows:

- Program Budget Sheet
- Program Budget Narrative

IMPORTANT - There are formulas in the budget templates. These formulas are set up to calculate each section of the budget, as well as the grand total. Manipulating these formulas will cause the budget spreadsheet to not calculate properly. **Please do not alter the formulas.**

Please fill only in the white cells.

It is strongly recommended that the person completing this budget document understands Microsoft Excel. If not, please engage the assistance of someone who does.

Program Budget Sheet – Please fill this out by Expense Type of Personnel, Premises, Non-Personnel, Training and Indirect Costs. Please see instruction below for each expense type.

A.	<i>Personnel: This expense type includes the Staff Salaries and Fringe Benefits.</i>
B.	<i>Premises: This expense type includes the Rent, Utilities & Insurance and Bonding.</i>
C.	<i>Non-Personnel: This expense type includes such items as the Expendable Supplies, Printing, Advertising, Registration & Fees, Travel & Transportation, Equipment Rental & Maintenance, Telephone & Communications, Postage, etc.</i>
D.	<i>Participants Costs: This expense type includes the direct participant related costs, etc.</i>
E.	<i>Indirect Costs: This category can only be used for an agency with an approved indirect cost rate from their cognizant agency.</i>

Program Budget Narrative: Please fill out in detail for each expense type of Personnel, Premises, Non-Personnel, Participants Costs and Indirect Costs. Please break down the costs by Program (non-Work Experience) and Work Experience.

Personnel Expenses

Staff Salaries & Wages – Provide an explanation for each staff position to be included in this program. Detail the number of positions, weekly wage, number of weeks and percent of time spent on the program.

Staff Fringe Benefits – Provide an explanation of each component of the fringe benefit package, such as payroll taxes, medical insurance, unemployment insurance, workers compensation, retirement, etc. Other benefits, such as incentives, are unallowable.

Premises

Premises – Identify the address of the program, the monthly rent, number of months and percent of time used for the program.

Utilities - Identify the address of the program, the estimated monthly utilities, number of months and percent of time used for the program.

Non-Personnel

Expendable Supplies: identify any supplies and materials to be purchased (i.e.: books, software, pens, notepads, etc.)

Printing: Identify items of printing & reproduction (i.e.: flyers, film development, etc.)

Advertising: Identify the items of advertising (i.e.: newspaper, radio, etc.)

Registration & Fees: Identify the number and cost per items of registration and fees.

Travel & Transportation: Identify the type of travel expense made for the program. The cost per mile cannot exceed the rates established by the Internal Revenue Service.

Equipment Rental & Maintenance: provide a description of equipment and usage for the program.

Telephone & Communication: Identify an estimated monthly cost of the telephone, fax and internet lines needed.

Postage: Identify the cost of the postage.

Participants Costs

Direct Participants related costs – Provide an explanation for each participants related costs to be included in this program. Detail the type of the costs such as Books, Supplies etc.

Indirect Costs

Indirect Costs: This category can only be used for an agency with an approved indirect cost rate from their cognizant agency.

**MASSHIRE MERRIMACK VALLEY WORKFORCE BOARD
(MMVWB)
WIOA TITLE I ADULT OCCUPATIONAL SKILLS TRAINING &
PLACEMENT PROGRAM
BUDGET SHEET 2023**

NAME OF ORGANIZATION
ADDRESS: _____
PROGRAM NAME: _____

	EXPENSE TYPE	BUDGET
A	PERSONNEL	\$0.00
	Staff Salaries	
	Staff Fringe Benefits	
B	PREMISES	\$0.00
	Premises	
	Utilities	
	Insurance & Bonding	
C	NON-PERSONNEL	\$0.00
	Materials or Supplies	
	Equipment Rental	
	Travel & Transportation	
	Telephone	
	Advertising & Printing	
	Other Costs (Please identify)	
	Other Costs (Please identify)	
D	PARTICIPANTS COSTS	\$0.00
	Participants Costs	
E	INDIRECT COSTS	\$0.00
	Indirect Costs	
	TOTAL	\$0.00

Indirect Cost can be used for an agency with an approved indirect cost rate from their cognizant agency.

Program Budget Narrative

Name of Organization		
Program Name:		
PERSONNEL		PROGRAM
PREMISES		
NON-PERSONNEL		
PARTICIPANTS COSTS		
INDIRECT COSTS		

Attachment Q

MASSHIRE MERRIMACK VALLEY WORKFORCE BOARD
CITY OF LAWRENCE
CONTRACT TERMS, CONDITIONS AND ASSURANCES
SUBRECIPIENT/CONTRACTOR CONTRACTS

1. DEFINITIONS:

As used through this Contract, the following terms shall have the meaning set forth below:

- a. **"Agreement" or "Contract"** This document, including all attachments, addenda, and, by reference, applicable Department of Labor (DOL) and Commonwealth of Massachusetts Regulations.
- b. **"Authorized Representatives"** Any person or persons on board or chief elected official (other than the Contracting Officer) authorized to act for the head of the agency.
- c. **"Contracting Officer"** The person executing this contract on behalf of the funding agency, and any other individual who is properly designated Contracting Officer; and the term includes, except as otherwise provided in this contract, the authorized representative of a Contracting Officer within the limits of his authority. The Contracting Officer will be the only individual who can legally commit the MassHire Merrimack Valley Workforce Board (MMVWB) to the expenditure of funds in connection with this contract or accomplish any contract changes.
- d. **"Contractor"** Party engaged to render services or complete tasks for amounts specified in this contract document.
- e. **"CommCorp" (Commonwealth Corporation)** - Which has statewide responsibility for oversight of select local DOL programs for the Governor.
- f. **"DESE" (Department of Elementary & Secondary Education)** - Which has statewide responsibility for oversight of local DESE programs.
- g. **"MDCS" (MassHire Department of Career Services)** - Which has statewide responsibility for oversight of select local DOL programs for the Governor.
- h. **"EOLWD" (Executive Office of Labor Workforce Development)** - An agency operating under the Executive branch of the Commonwealth of Massachusetts that oversees and helps to coordinate labor and workforce development activities among the Department of Career Services and the state Workforce Investment Board.
- i. **"DTA" – (Department of Transitional Assistance)** - Which has statewide responsibility for oversight of local DTA programs.
- j. **"Lower Merrimack Valley Workforce Area" (LMVWA)** - The region served by the local Workforce Investment Board (MMVWB), and the ValleyWorks Career Center, consisting of the following fifteen (15) communities: Amesbury; Andover; Boxford; Georgetown; Groveland; Haverhill; Lawrence; Merrimac; Methuen; Newbury; Newburyport; North Andover; Rowley; Salisbury; and West Newbury.
- k. **MassHire Merrimack Valley Workforce Board (MMVWB)** - Regional workforce investment board designated by the Governor and appointed by the Chief Elected Official (CEO) of the region charged with policy development, planning and oversight of the workforce system within the LMVWA.
- l. **"Modifications"** - Any changes, amendments, or emendations to this contract which affect the intent, cost, quality or length of contracted services.
- m. **"Participant"** - An individual who has been determined to be eligible to participate in and who is receiving services (except for follow-up services) under a program authorized by WIOA Title I. Participation commences on the first day following determination of eligibility on which the individual begins receiving core, intensive training or other services provided under WIOA Title I.
- n. **"Subcontract"** - Includes all contracts, agreements or purchases, including purchase orders entered into by the Contractor with a third party to procure property or services under this contract.
- o. **Stand-in Costs** - Costs paid from non-Federal sources which a recipient proposes to substitute for Federal costs which have been disallowed as a result of an audit or other review.

- p. **"WIOA" or Workforce Innovation & Opportunity Act** - Which authorized the Secretary of Labor to prescribe such rules, regulations, and guidelines as necessary to provide workforce investment activities that increase the employment, retention and earnings of participants.

2. **MASSHIRE MERRIMACK VALLEY WORKFORCE BOARD AND CITY OF LAWRENCE FISCAL AGENT**

The MMVWB and the Fiscal Agent for the City of Lawrence, designated by the CEO, have legal authority to commit expenditures of funds in connection with this Contract or to approve or disapprove any Contract changes. The MMVWB or Mayor of the City of Lawrence may designate employees to act as authorized representatives for certain specific purposes.

3. **STATEMENT OF TAX COMPLIANCE**

Pursuant to M.G.L., Chapter 62C, Section 49A, the Contractor certifies that it has filed all state tax returns and paid all taxes as required by law. The Contractor also certifies that it has filed all federal tax returns and paid taxes as required by federal law.

4. **NON-DISCRIMINATION EMPLOYMENT & EQUAL OPPORTUNITY**

As a condition to this award of financial assistance from the U.S. Department of Labor or Massachusetts Executive Office of Labor and Workforce Development, under Title I of WIOA or for any other funds for which the City of Lawrence or MMVWB have liability the Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws: Section 188 of the Workforce Innovation & Opportunity Act of 1998 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including sexual harassment, gender identity, pregnancy and gender based wage discrimination), national origin, age, disability (physical or mental, including failure to accommodate), genetic information, sexual orientation, parental status or retaliation for prior EEO protected activity, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I--financially assisted program or activity; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin; Section 504 of the Rehabilitation Act of 1973, as amended, as amended, the Americans with Disabilities Act of 1990 (ADA), and the ADA Amendments Act of 2008 (P.L. 110-325), which became effective on January 1, 2009 that provides, "a clear and comprehensive national mandate for the elimination of discrimination" and "clear, strong, consistent, enforceable standards addressing discrimination" by reinstating a broad scope of protection to be available under the ADA; which prohibits discrimination against qualified individuals with disabilities; The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs. The grant applicant also assures that it will comply with 29 CFR part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States and Massachusetts have the right to seek judicial enforcement of this assurance.

5. **POLITICAL ACTIVITIES, LOBBYING PROHIBITION & ANTI-BOYCOTT WARRANTY**

The Contractor may not use any Contract funds and none of the services to be provided by the Contractor may be used for any partisan or non-partisan political activity or to further the election or defeat of any candidate for public office. The Contractor will comply, where applicable, with the provisions of the Hatch Act, which limit the political activity of certain State and local government employees, along with contractors, subcontractors and participants funded through the use of WIOA funds. The Contractor shall comply with 2 CFR 200.450 regarding the restrictions on lobbying and the Certification and Disclosure requirements pursuant to Section 319 of Public Law 101-121. Pursuant to Executive Order 130, or as amended, neither the Contractor nor any affiliated company of the Contractor shall participate in or cooperate with any international boycott, as defined in Section 999(b)(3) and (4) of the Internal Revenue Code of 1954, or as amended; nor shall engage in conduct declared to be unlawful by MGL c.151E sec.2. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons, or a business entity or entities, which owns at least 51% of the ownership interest of the Contractor or any business entity which directly or indirectly owns 51% ownership interest in the Contractor.

6. **DRUG FREE WORKPLACE**

The Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR 182 require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The award recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment.

7. **EPA ASSURANCE**

For grants, sub-grants, contracts and subcontracts in excess of \$100,000, or where the grant officer has

determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been subject of conviction under the Clean Air Act (42 U.S.C. 1857C08 (c)-9(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that:

No facility to be utilized in the performance of the proposed grant has been listed on the EPA list of Violating Facilities.

It will notify the Merrimack Valley Workforce Investment Board prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, including that a facility to be utilized for the grant is under consideration to be listed on the EPA list of Violating Facilities.

It will include substantially this assurance, including this third part, in every non-exempt sub-grant, contract or subcontract, where applicable.

8. CERTIFICATION REGARDING DEBARMENT

The Contractor certifies, by execution of this Agreement, 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 or State department or agency.

9. SECTARIAN ACTIVITY PROHIBITED

No funds received under this Contract will be used for the promotion of religious worship, instruction, other religious activity or anti-religious activity. Participants in the program will not be employed in the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship. WIOA funds may be used for maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship if the organization operating the facility is part of a program or activity providing services to WIOA participants.

10. HEALTH AND SAFETY

Appropriate standards for health and safety in work and training situations will be maintained. All training and/or instruction provided to participants under this agreement will take place in an environment where appropriate standards for health, safety and comfort are maintained. Participants in employment activities in on-the-job training operated with WIOA funds as defined in 20 CFR Part 680, are subject to the same health and safety standards established under State and Federal law which are applicable to similarly employed employees, of the same employer, who are not participants in programs under WIOA. Facilities will be adequately heated and ventilated; with adequate toilet, rest and lunch areas; easy access to potable water; and separate and clearly delineated non-smoking areas.

11. CHILD LABOR

No participant under 18 years of age will be employed in any occupation which the U.S. Secretary of Labor has found to be particularly hazardous for persons between 16 and 18 years of age (a list of such occupations is published in 29 PL Part 1500, Subpart E). Any eligible trainees under 16 years of age will be employed only in accordance with limitations imposed by 29 CFR Part 1500 Subpart C.

12. NEPOTISM

No Contractor will hire a person in an On-The-Job Training position, administrative capacity or consultant position funded under WIOA or any other funds provided through the MMVWB or City of Lawrence if the individual or a member of his/her immediate family is employed in the administrative capacity of DOL, EOLWD, DCS, Commonwealth Corporation, the Contractor, the MassHire Merrimack Valley Workforce Board, or the City of Lawrence. The Contractor agrees to inform the MMVWB of any potential violation of the nepotism restriction.

13. UNIONIZATION AND ANTI-UNIONIZATION

No WIOA or any other funds provided through this Contract shall in any way be used to either promote or oppose unionization. No participants may be placed into or remain working in any position which is affected by labor disputes involving a work stoppage. Where such an employment activity would violate a collective bargaining agreement, authorized individuals of the appropriate labor organization and employer shall provide written concurrence before the employment activity is undertaken. Nothing in this section shall prevent an employer from checking off union dues or service fees pursuant to applicable collective bargaining agreements or state law.

14. FUNDING AND FISCAL YEAR APPROPRIATION

Appropriations for expenditures by the MMVWB and COL and authorizations to spend for particular

purposes are made on a fiscal year basis. The fiscal year of the MMVWB is the twelve-month period ending June 30 of each year. The obligation of the MMVWB/COL under this Contract for any subsequent fiscal year following the fiscal year in which this contract is executed is subject to the appropriation to the MMVWB/COL of funds sufficient to discharge the MMVWB/COL obligation which accrues in such subsequent fiscal year, and to the authorization to spend such funds for the purposes of this Contract. In the absence of such appropriation or authorization, this Contract shall be terminated immediately without liability for damages, penalties or other charges.

15. USE OF FUNDS, COST LIMITATIONS & EXPENDITURE REQUIREMENTS

Funds shall be used for those costs which are applicable to this Contract, consistent with the approved budget and subject to the applicable WIOA or other funding source Cost Limitations and Expenditure Requirements as described in 2 CFR Part 200 Expenditures of WIOA funds totaling less than the maximum grant obligation, will have cost limitations based on actual expenditures utilizing the percent limitations specified in MMVWB Policy or, when applicable, the Contractor's individual grant sub-agreement. Funds shall not be used for the Contractor's general administration except those expenses applicable to the administration of this Contract. No program funds shall be obligated for payment of costs incurred for the program prior to the effective date of this Contract or costs' requiring specific MMVWB/COL approval until the Contractor is advised by the MMVWB in writing that there is no objection to so proceeding. The Contractor agrees to refund to the MMVWB/COL any payment or portions of payment determined not properly due to the Contractor under the terms and conditions of this Contract. WIOA or other contract funds may not be used to substitute for funding of any other activities or programs not covered in this contract agreement. Disallowed costs will be repaid to the MMVWB/COL by the Contractor from funds other than those granted to the Contractor by the MMVWB/COL or other federal funding sources.

Revenues earned by a governmental or private non-profit contractor that are in excess of the actual costs incurred in providing services shall be treated as program income. As such, the Contractor may retain any program income earned by the Contractor only if such income is added to the funds committed to the contract under which it was earned, that such income is used for contract purposes and under the terms and conditions applicable to the use of the grant funds, and such income is reported to the MMVWB/COL WIOA or other grant required classification of costs and administrative cost limitations, where applicable, shall apply to such funds. Program income not used in accordance with the requirements of this section, 2 CFR Part 200.307 shall be returned... The MMVWB/COL shall not be obligated to reimburse the Contractor for costs incurred in excess of the approved costs, and the Contractor shall not be obligated to incur expenses in excess of the approved costs.

16. MAINTENANCE OF EFFORT

Funds provided under this Contract shall only be used for activities that are in addition to those which would otherwise be available in the area in the absence of such funds Funds provided under WIOA shall not be used to duplicate facilities or services available in the area (with or without reimbursement from Federal, State or local services) unless it is demonstrated that the alternative services or facilities would be more effective or more likely to achieve the program's performance goals.

17. COMPLIANCE

The Contractor will comply with all Federal, State, County and local, statutes, laws, and regulations, and with MMVWB policies. The Contractor will comply with the Workforce Innovation & Opportunity Act as Amended and its implementing Regulations found at 20 CFR Part 652, et al, No provision of this Agreement is intended to relieve the Contractor from the responsibility and liability for complying with applicable laws, regulations, and policies.

18. CORRECTIVE ACTION

If a contractor's performance is found not to comply with program performance as outlined in the terms and conditions of this Contract, the Contractor will be required to implement corrective action. Corrective action may be required of the Contractor under, but not limited to, the following circumstances: The Contractor has failed to deliver services or products in the Contract; the Contractor failed to deliver these services or products according to the Contract schedule; or that the Contractor has failed to deliver at the quality and outcomes called for in the Contract.

19. SANCTIONS

The MassHire Merrimack Valley Workforce Board (MMVWB), or the City of Lawrence shall reserve the right to place sanctions on the Contractor for deficiencies concerning program performance or for noncompliance with the WIOA Final Rules, 20 CFR Part 652, et al or the stated policies of MMVWB, the City of Lawrence and/or Commonwealth Corporation or the Massachusetts Executive Office of Labor and Workforce Development MassHire Department of Career Services. Wherever feasible, the MMVWB, or COL shall give the Contractor an opportunity to prepare and carry out a corrective action plan. However, failure to provide the Contractor with an opportunity for corrective action shall not prevent the MMVWB or COL from imposing sanctions. Such sanctions may include, but are not limited to: termination or reduction of contract funding; withholding of payment; debarment of particular contractor(s) or sub-contractor(s); repayment from non-federal funds for violations of laws and regulations.

20. TERMINATIONS

This Contract shall terminate as indicated on the contract cover page unless terminated prior thereto as follows:

- a. **"Without Cause"** - Either party may terminate this Contract, without cause and without penalty, by giving written notice to the other party at least thirty (30) calendar days prior to the effective date of termination as stated in the notice, or such other period as is mutually agreed in advance by the parties.
- b. **"For Cause"** - If the Contractor fails to perform under this Contract, or fails to make sufficient progress so as to endanger Contract performance, or fails in any way to comply with the terms and conditions of this Contract, the MMVWB/COL may terminate this Contract, in whole or in part, by giving written notice to the Contractor at least ten (10) calendar days before the effective date of termination stated in the notice. The notice shall state the reason(s) for termination and will state a reasonable period, not less than (10) calendar days, during which the reason(s) for termination must be remedied, subject to the approval of the MMVWB/COL. The MMVWB/COL reserves the right to terminate this Contract immediately in the event of the Contractor's criminal indictment, participation in fraudulent activities or in the event the Contractor files for bankruptcy.
- c. **"Emergency"** – The MMVWB/COL may terminate or suspend this Contract by providing written notice to the Contractor stating the grounds for action, in the form of telegram, mailgram, hand carried letter or other appropriate written means, if the MMVWB/ determines that immediate action is necessary to protect state and/or federal funds or property or to protect individuals from injury. Such termination or suspension action shall be effective upon receipt by the Contractor of notice of either suspension or termination. In the case of a suspension under this paragraph, the notice of suspension shall be accompanied by instructions from MMVWB, or COL specifying requisite action(s) by the Contractor to remove the suspension, a proposed timetable for meeting those requirements and a description of the allowable activities and costs, if any, during the suspension period. Failure by the Contractor to remedy any identified deficiencies according to the timetable prescribed by the MMVWB, or COL shall be cause for immediate termination.
- d. **"Availability of Funds"** - This Agreement is contingent upon the receipt of funds and continued authorization for program activities. In the event that such funds become unavailable for any reason or authorization for program activities is withdrawn or otherwise modified, The MMVWB and COL have the unilateral right and absolute discretion to modify or terminate this Agreement at any time.
- e. **"Force Majeure"** - Neither party shall be liable to the other nor be deemed to be in breach of this Contract for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault or negligence. Such causes may include, but are not limited to: Acts of God or the public enemy, wars, fires, floods, epidemics, quarantine restrictions, strikes, unforeseen freight embargoes or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of this delay. It is agreed that since the performance dates of this Contract are of the essence and important to the implementation of essential MMVWB work, continued failure to perform for periods aggregating forty five (45) or more calendar days during the contract performance period, even for causes beyond the control of the Contractor, shall afford MMVWB the right to terminate this Contract without termination costs or penalties.

21. OBLIGATION IN EVENT OF TERMINATION

In the event of any termination, the Contractor shall not be relieved of liability to the MMVWB/COL for injury or damages sustained by the MMVWB/COL by virtue of any breach of this Contract by the Contractor. The MMVWB/COL shall promptly pay Contractor for all services performed to the effective date of termination provided Contractor is not in default of the terms of this Contract and submits to the MMVWB/COL a properly completed invoice, with supporting documentation covering such services, no later than thirty (30) days after the effective date of termination. In the event of termination pursuant to Section 21(b), the MMVWB/COL will withhold any payments to the Contractor for the purpose of offset until such time as the exact amount of damages due to the MMVWB/COL from the Contractor is determined. Upon termination, all documents, finished or unfinished, data, studies and reports prepared by Contractor pursuant to this Contract shall become the property of the MMVWB/COL.

22. AUDITS

Organization-wide or program-specific audits shall be performed in accordance with Subpart F, the Audit Requirements of the Uniform Guidance which apply to audits for fiscal years beginning on or after December 26, 2014. DOL awards recipients including for-profit and foreign entities that expend \$ 750,000 or more in a year from any Federal awards must have an audit conducted for that year in accordance with the requirements contained in 2 CFR 200.501. OMB's approved exception at 2 CFR 2900.2 expands the definitions of 'non-Federal entity' to include for-profit entities and foreign entities. For-profit and foreign entities that are recipients or subrecipients of a DOL award must adhere to the Uniform Guidance at 2 CFR 200. Where applicable, the Contractor shall submit to the MMVWB/COL fiscal agent their audit no later than 30 days after the audit of a program funded under this contract is complete, but not later than 9 months after the end of the fiscal year of the contractor.

23. INDEMNIFICATION

Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the Commonwealth of Massachusetts and them MMVWB and City of Lawrence, including its agents, officers and employees against any and all liability and damages the Commonwealth and the MMVWB/COL may sustain or incur in connection with the performance of this Contract by reason of acts, inaction, omissions, negligence or reckless or intentional conduct of the Contractor, its agent(s), officers, employees or subcontractors; provided that the Contractor is notified by the Commonwealth and MMVWB/ COL of any claim within a reasonable time after the Commonwealth and the MMVWB/COL become aware of it, and the Contractor is afforded an opportunity to participate in the defense of such claim and any negotiated settlement agreement or final judgment.

24. WORKERS COMPENSATION AND OTHER INSURANCE

The Contractor shall procure and thereafter maintain Workers Compensation, employer's liability, comprehensive general liability (bodily injury), and comprehensive automobile liability (bodily injury and property damage) insurance, with respect to insurance, under this Contract. If the Contractor receives advance payments, the Contractor shall obtain a personal fidelity bond for a minimum of \$50,000 for each of its employees who are permitted to engage in financial transactions involving WIOA or other funds. Bonding should include but not be limited to Contractor employees who handle payroll.

In lieu of Worker's Compensation insurance, the Contractor must maintain a self-insurance program. Such insurance shall be fully funded by the Contractor. The Contractor shall be reimbursed for that portion allowable to the Contract for the reasonable cost of insurance as required or approved pursuant to the provisions of this clause. Upon written request, Contractor will submit to the MMVWB Certificates of Insurance for the above mentioned areas.

25. ADVERTISING

All materials related to this program including, but not limited to, press releases, newspaper articles, pamphlets and fliers concerning the Contractor's relationship with the MMVWB, or COL or MassHire Merrimack Valley Career Center must refer to the MMVWB, as funding source. Such materials shall clearly state the percentage of the total costs of the program or project which will be financed with federal money; the dollar amount of the federal funds for the project or program; and the percentage and dollar amount of the total cost of the project or program that will be financed by non governmental sources. Copies of materials intended for public consumption are to be sent to MMVWB.

26. DISCLOSURE OF CONFIDENTIAL INFORMATION

- a. The Contractor shall maintain the confidentiality of any information regarding trainees, project participants and their immediate families that may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. Without the permission of the trainees or participants, such information shall be divulged only as necessary for purposes related to the performance or evaluation of the Contract and to persons having responsibilities under the Contract. The Contractor shall comply with the provisions of the Fair Information Practices Act. Ch. 776 of the Acts of 1975, and with MMVWB policy.
- b. The Contractor agrees to take reasonable steps to insure the physical security of such data under its control, including, but not limited to fire, protection against smoke and water damage; alarm systems; locked files, guards, or other devices reasonably expected to prevent loss or unauthorized access to electronically or mechanically held data; limited terminal access, access to input documents and output documents, and design provisions to limit use of personal data.
- c. The Contractor agrees that it will inform each of its employees, having any involvement with personal data or other confidential information, of the laws and regulations relating to confidentiality. The MMVWB or its agents shall have access to any data maintained pursuant to the Contract without the consent of the data subject. The Contractor shall use personal data and materials derived from such data only as necessary in the performance of this Contract.

27. ACCOUNTING RECORDKEEPING

The Contractor shall maintain its own accounting system which, at a minimum, must include Books of Original Entry, a General Ledger or other mechanism for summarizing the result of transactions, and all supporting documentation in accordance with Generally Accepted Accounting Principles (GAAP). The Contractor shall adequately safeguard funds to ensure that they are used for the purposes authorized. Necessary accounting records must be maintained to document the proper use of these funds for the intended purposes and to identify individual contract cash balances.

28. RECORDS, RECORD RETENTION

The Contractor will keep full and detailed accounts and records as may be necessary for proper financial management under this Contract. The Contractor shall comply with any programmatic and fiscal recordkeeping and reporting requirements identified by the MMVWB/ COL, including format, contents, details and submission requirements.

At a minimum, records/files concerning MMVWB-funded trainees will include the following: Copies of weekly timesheets and any related attendance documentation; Any material concerning the trainee which may be transmitted from the MMVWB, or the Career Center to the Contractor, such as any enrollment documents, intake/assessment testing documents, Individual Service Strategy (ISS), MMVWB Grievance Policy, etc; Any materials normally utilized by the Contractor to record and assess the trainee's progress such as copies of tests, projects, etc, including progress notes composed by Contractor staff regarding the MMVWB, funded trainee's participation and progress; Any other documentation or records not otherwise identified in this section which the MMVWB, or its agents may subsequently request of the Contractor should be maintained for a period of seven (7) years from the contract end date.

29. EXAMINATION OF RECORDS

The Contractor agrees that the Governor, the Executive Office of Labor & Workforce Development (EOLWD), the President of Commonwealth Corporation, the State Auditor, the U.S. Department of Labor, the MassHire Department of Career Services or the MMVWB or any of their duly authorized representatives shall, until the expiration of the retention period under this Contract, have access to and the right to examine and copy, at reasonable times and upon reasonable notice, any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to the Contract; the right to interview employees of the Contractor with respect to transactions related to this Contract; and the right to enter onto the premises of the Contractor at all reasonable times in order to have access to such books, documents, papers, records and employees. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the MMVWB and its authorized agents, its funding sources and any of their duly authorized representatives shall, until the expiration of the retention period under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor involving transactions related to the subcontract.

Without limiting the MMVWB/COL's other legal remedies, in the event that the Contractor fails to comply with this provision, the parties agree that the MMVWB/COL may obtain specific performance of the clause through the courts.

30. MONITORING ACCESS

At any time during the term of this Agreement, Contractor shall permit the Governor, the Executive Office of Labor and Workforce Development, the State Auditor, the President of Commonwealth Corporation, the U.S.

Department of Labor or their designated representatives, MDCS and the MMVWB and its fiscal agent to conduct on site evaluations and monitor program performance to ensure compliance with the terms of this Agreement. At any time during normal business hours and as frequently as deemed necessary, there shall be made available, for examination and audit, all contracts, invoices, payroll records, general ledger and supporting accounting records, personnel files, attendance records and any other data relating to all matters covered by this Agreement. Monitoring visits may include examination of participant case files, observation of program activities and interviews with staff and participants. Records may be copied at a reasonable expense, if necessary.

31. NON-ASSIGNABILITY

This agreement is between the MMVWB, the City of Lawrence and the Contractor. The Contractor may not assign or otherwise transfer total liability, responsibility, obligation, duty or interest under this Contract. All monetary recompense for Contracted services shall be paid by the MMVWB /COL as outlined in the Budget and invoicing instructions subject to the Contractor's compliance with appropriate cost limitations and expenditure requirements. The Contract total represents the maximum total costs that may be incurred under this agreement.

32. SUBCONTRACTS

Pursuant to this Contract, the Contractor may not subcontract any of the services to be provided or delegate in part or, with respect to WIOA funded Programs delegate in whole to any organization, association, individual, corporation, partnership or other such entity without the written consent of the MMVWB prior to placing any subcontract. The Contractor shall give the MMVWB immediate notice of any claim made against the Contractor by any subcontractor or Contractor which, in the opinion of the Contractor, may result in litigation, related in any way to this Contract, with respect to which the Contractor may be entitled to reimbursement from the MMVWB/COL. The consent, approval, or ratification of a subcontract or any terms thereof shall not put the MMVWB/COL in contractual agreement privately with the subcontractor; shall not, unless otherwise stated, constitute an endorsement or approval of any provision of the subcontract; and shall not relieve the Contractor of its responsibility for the performance and provision of services or its obligation, duty or interest under this Contract. Contractor shall not subcontract with nor delegate to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 "Debarment and Suspension"

33. UTILIZATION OF MINORITY OR WOMEN-OWNED BUSINESS ENTERPRISES

It is the policy of the government that minority or women-owned business enterprises shall have the maximum practicable opportunity to participate in the performance of government contracts. The Contractor agrees to use its best efforts to carry out the policy in the award of subcontracts to the fullest extent consistent with the efficient performance of this Contract.

34. GRIEVANCE PROCEDURE POLICY

Pursuant to the procedures set forth below, any individual or organization may file a grievance alleging a violation of the Workforce Innovation & Opportunity Act, rules, regulations, grants or other agreements made under the programs by the Commonwealth of Massachusetts, the Executive office of Labor and Workforce Development, the Department of Career Services, Commonwealth Corporation, MMVWB or contractors. Grievances that do not involve a violation of the regulations, grant terms or other agreements under the programs are not subject to this procedure. With the exception of complaints alleging fraud, criminal activity or discrimination, the filing of a grievance under WIOA or other funds for which the City of Lawrence has liability must be made within one year of the date of the alleged violation. Grievances under WIOA alleging discrimination, including those alleging gender discrimination and any other protected class as described in #4 Non-Discrimination Employment & Equal Opportunity, must be filed within one hundred eighty (180) days of the date of the alleged violation.

Where the alleged violation of program regulations is also an alleged violation of another law, regulation or agreement, nothing in this procedure precludes an individual or organization from filing a complaint or grievance under such other law or agreement with respect to the separate cause of action, at the same time that a grievance under this procedure is pending.

Any Contractor who is the recipient of WIOA funds or other funds provided through the MMVWB and City of Lawrence shall continue to operate or shall establish and maintain for WIOA participants and others a grievance or complaint procedure relating to the terms and conditions of employment. Any Contractor who does not have a grievance procedure may use this procedure by submitting a letter requesting inclusion in MMVWB's Grievance Procedure.

As the WIOA administrative entity the MMVWB/COL (and its Contractors) must inform participants of the MMVWB grievance or complaint procedure they are to follow. The Contractor's procedures must provide, upon request by the complainant, a review of the Contractor's decision by MMVWB, the Commonwealth Corporation, DCS or its designee and by the Governor or his/her designee, if necessary, in accordance with 20 CFR Parts 683.600 - 683.650, 658.411, 679.290.

- a. The Contractor agrees to implement and maintain an Equal Employment Opportunity Program and a related Affirmative Action Plan. Such a program shall include (but is not limited to):

1. Formulation and maintenance of a grievance resolution system for participants and staff.
 2. Notification to all participants and staff, in writing, at enrollment or hire, of the Program's Grievance Resolution System, as well as the EEO and Affirmative Action compliance and other related activities.
 3. Designation of staff within the Contractor as responsible for EEO and Affirmative Action compliance and other related activities and designation of a Grievance Officer.
- b. Any Contractor that does not maintain an Equal Employment Opportunity Program and a related Affirmative Action Plan agrees to fully participate in the Equal Employment and Affirmative Action Programs and activities established by MMVWB, including procedures to be established for monitoring EEO/AA activities.
- c. This grievance procedure shall be used in all protests, disputes and claims causes in reference to this Agreement.

35. DISPUTES

- a. Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement shall be decided by the MMVWB Executive Director who shall present a decision in writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the duly authorized representatives shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or other-wise furnishes to the MMVWB or the COL Fiscal Agent a written appeal addressed to the Executive Committee of the MMVWB the duly authorized representatives for the determination of such appeals. This decision shall be final and conclusive unless determined by the court of competent jurisdiction to have been fraudulent or capricious or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed efficiently with the performance of this Contract and in accordance with the decision of the MMVWB Executive Director.
- b. This "Dispute" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above, provided that nothing in this Contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

36. CONFLICTS OF INTEREST/CODE OF CONDUCT

The Contractor shall comply with the requirements of 20 CFR Part 667.200(4) (i) and 2 CFR 200.112 & 200.318 which address codes of conduct and real or apparent conflict of interest issues. No officer, member or employee of the Contractor shall cast a vote on, or participate in, any decision making capacity (including discussions to which all proposers are not afforded equal opportunity) on the provision of services by such officer, member or employee (or any organization which that officer, member or employee directly represents), or on any matter which would provide any direct financial benefit to that officer, member or employee, or a member of their immediate family. The Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. No officer, member, or employee of the MMVWB or City of Lawrence, and no member of its governing body who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall (a) participate in any decision relating to this agreement which affects his/her personal interest in any corporation, partnership or association in which he/she is, directly or indirectly, interested; or (b) have any interest, direct or indirect, in this agreement or the proceeds hereof.

37. INTELLECTUAL PROPERTY RIGHTS, OWNERSHIP OF MATERIALS

All reports, data, and material prepared by the Contractor under its agreement or furnished to the Contractor by the MMVWB, or its representatives, or otherwise obtained or prepared under the terms of this agreement, shall remain the property of the MMVWB. Upon the termination of this Contract, the originals of all finished and unfinished, documents, data, studies, reports, manuals, materials or other "deliverable", identified in the approved plan or work statement, prepared or delivered by the Contractor specifically pursuant to this Contract, or paid for with Contract funds, shall become the property of the MMVWB and the Commonwealth shall have title and own the copyright in such "deliverable". The Contractor shall have a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use these "deliverables" whether published or unpublished, unless such use is restricted in this Contract. The Contractor shall not make any application for patent or copyright of any "deliverable" without the prior written consent of the MMVWB. ***Unless other procedures are specified by the parties in this Contract, the Contractor shall not make any press statement or issue any material for publication, derived from the "deliverable" under this Contract without the prior written approval of the MMVWB.*** The originals of finished and unfinished documents, data, studies,

reports, manuals, materials or programs provided by the Contractor which are **not** copyrightable by the MMVWB or COL or which are already owned or copyrighted by the Contractor shall be specifically identified as a "non-deliverable" in this Contract. The MMVWB shall have a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use any "non-deliverable" identified in this Contract, unless restrictions on such use are specified.

38. PROPERTY

No WIOA funds may be expended for the acquisition of real property without the prior written consent of the MMVWB. Real property means land and structures thereto, excluding movable machinery and equipment. The Contractor shall keep an adequate inventory of any and all equipment, supplies and materials purchased with funds pursuant to the approved budget. The Contractor shall follow applicable WIOA regulations and Mass Workforce Issuance 07-69 regarding the disposition of property at the end of the contract period, unless the Contractor receives different instructions in writing from MMVWB or City of Lawrence.

39. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION

Parties to this Agreement will comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1979 (P.L. 91-646) which requires fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

40. RENTAL AND LEASING OF PREMISES

All rental and leasing of premises must be reasonable, necessary, and properly procured.

41. PELL GRANTS

Contractor shall be responsible for ensuring the filing of applications for Pell Grant or Supplemental Education Opportunity Grant (SEOG) assistance or any other assistance available for each Participant enrolled in a Pell Grant or SEOG approved course. The Contractor shall reduce the amount due to the Contractor from the MMVWB/COL, or remit to the MMVWB/COL the portion of the Pell Grant to be applied to the cost of tuition, fees and books, if received after the termination of this Contract. Notwithstanding any provision of this Agreement to the contrary, no compensation shall be earned or deemed payable for services provided for under this Agreement to the extent that any such services are paid for, directly or indirectly, through a Pell Grant (or Supplemental Education Opportunity Grant (SEOG)) or by any other source. The Contractor shall take sufficient actions to assure that services paid for through such grants are not paid for under this Agreement (including the reduction of invoices to the extent of such grant payments, the return of any funds paid hereunder for services paid for through such grants, and any other actions as may be required by the MMVWB/COL).

42. MODIFICATIONS

The MMVWB Executive Director and/or the COL Fiscal Agent or other duly authorized representatives, will at any time, by written order, and without notice to the sureties, make changes within the general scope of this Contract. If any such changes cause an increase or decrease in the cost of, or time required for performance of any part of the work under this Contract, whether changed or not by any such order, an equitable adjustment shall be made in the Contract price and related profit and shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from date of receipt by the Contractor of the notification of changes; provided, however, that the duly authorized representative decides that the facts justify such action, will receive and act upon any such claim asserted at any time prior to final payment under this Contract. All cost items subject to variation beyond the control of the Contractor shall be subject to re-negotiation between MMVWB, or COL and the Contractor. Failure to agree to any adjustment shall be a dispute concerning a question of facts within the meaning of the clause of this Contract entitled "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding with the Contract as changed. Both parties shall approve all Contract modifications in writing. Contract and modifications shall be accomplished on an authorized Contract Modification Sheet. In situations where cost increases are the direct result of legislation or collective bargaining agreements, this Contract may be modified to reflect those changes.

43. FORUM AND CHOICE OF LAW

Any actions arising out of this Contract shall be governed by the laws of the Commonwealth of Massachusetts, and shall be brought and maintained in a state or federal court within the Commonwealth, which shall have exclusive jurisdiction thereof.

44. WAIVERS

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

45. **SEVERABILITY, HEADINGS AND INTERPRETATION, INTEGRATION**

If any Article or provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both the MMVWB/COL and the Contractor shall be relieved of all obligations under that provision. The remainder of the Agreement shall be enforced to the fullest extent permitted by law. The headings used herein are for reference and convenience only and shall not be a factor in the interpretation of this Contract. This Agreement shall supersede all other oral negotiations and written agreements relating to the performance of this Contract, including contracts provided by the Contractor.

46. **OFFICIAL ENROLLMENT**

In the case that this contract is for the provision of training services, official enrollment of participants occurs on the first day of program activity.

47. **TERMINATION OF ELIGIBILITY DUE TO INACCURACY OR NONCOMPLIANCE:**

- (a) Eligible Providers determined to have intentionally supplied inaccurate information on their Contract, performance information, program description or cost information shall have their eligibility to receive WIOA funds terminated for a period not less than 2 years.
- (b) Eligible Providers determined to have substantially violated any requirement of the Workforce Innovation & Opportunity Act may have their eligibility to receive WIOA funds terminated for the program involved.
- (c) Eligible Providers who are terminated under paragraph (a) or (b) above, shall be liable for repayment of all funds received for the program during any period of noncompliance described in such paragraph.

48. **SUBSEQUENT ELIGIBILITY, PERFORMANCE AND COST INFORMATION TRACKING:**

The Contractor hereby agrees that it will collect and track the following program specific information:

- (a) The program completion rates for all individuals participating in the Contracted program, including individuals who are not receiving assistance under WIOA section 134 and individuals who are receiving such assistance.
- (b) The percentage of all individuals participating in the applicable program who obtain unsubsidized employment, which may also include information specifying the percentage of the individuals who obtain unsubsidized employment in an occupation related to the program conducted, including individuals who are not receiving assistance under WIOA section 134 and individuals who are receiving such assistance.
- (c) The wages at placement in employment for all individuals participating in the applicable training, including individuals who are not receiving assistance under WIOA section 134 and individuals who are receiving such assistance.
- (d) For individuals who received assistance under WIOA section 134, the retention rates in unsubsidized employment of participants who have completed the applicable program, 6 months after the first day of employment.
- (e) For individuals who received assistance under WIOA section 134, the wages received by participants who have completed the applicable program, 6 months after the first day of the employment involved.
- (f) For individuals who received assistance under WIOA section 134, where appropriate, the rates of licensure or certification, attainment of academic degrees or equivalents, or attainment of other measures of skills, of the graduates of the applicable program.
- (g) Information on program costs (such as tuition and fees). All information shall be collected in a manner that shall facilitate verification of the data. In order to retain eligibility to receive WIOA Title I funds for training services under section 134, the Contractor shall submit, at least annually, under procedures established by the Governor the information outlined above.

All information shall be collected in a manner that shall facilitate verification of the data. In order to retain eligibility to receive WIOA Title I funds for training services under section 134, the Contractor shall submit, at least annually, under procedures established by the Governor the information outlined above.

Attachment R

Contract Negotiation

During Contract negotiations the Awarded Provider will need to submit following Policies, Procedures, and Documentation including but not limited to:

Policies, Procedures, & Documentation

American Disability Act
Chart of Accounts - Accounting Manual
Code of Professional Ethics and Conduct Policy
Cost Allocation Plan
Criminal Waste, Fraud & Abuse Policy
Drug and Alcohol-Free Workplace Policy
Emergency Management Plan
Equal Opportunity, Non-Discrimination, and Affirmative Action
Fiscal Related Policies & Procedures
Formal Grievance /Complaint Policy
Hours and Days of Work Policy
Lease Agreements for Space & Equipment
MIS/IT Computer Internal Controls
Personally Identifiable Information (PII) Policy
Personnel, Payroll & Benefits
Purchasing of Office Supplies, Equipment and Furniture
Records Retention and Disposal Policy
Safeguarding of Federal Funds in the Bank
Staff Bonding, Liability Insurance & Workers Compensation
Statement of Benefits
Travel & Business Policy
Union Contract, if applicable
Workplace Environment – Harassment Policy

Attachment S

MASSHIRE MERRIMACK VALLEY WORKFORCE BOARD	Section:	Agency Policies & Procedures
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The MassHire Merrimack Valley Workforce Board (MMVWB) sets or reasserts the following:

FORMAL GRIEVANCE / COMPLAINT POLICY

Who May File:

Equal Opportunity Is the Law

Any person who believes he or she or any specific class of individuals has been or is being subjected to discrimination on the basis of race, color, religion, sex (including sexual harassment, gender identity, pregnancy and gender based wage discrimination), national origin, age, disability (physical or mental including failure to accommodate), genetic information, sexual orientation, familial status, citizenship, military service/veteran's status, or retaliation for prior EEO protected activity, political affiliation or belief, and for beneficiaries only, citizenship, in admission or access to opportunities or treatment in, or employment in the administration of or in connection with, any Workforce Innovation and Opportunity Act funded program or activity. On all complaints that include discrimination, and all complaints alleging disability discrimination, the following procedure shall be used:

Complaints Lodged and Time Frames:

- A customer may lodge a complaint related to services provided under the Wagner-Peyser Act within two years of the alleged violation.
- There is no time limit for filing a complaint related to services provided under Title I of the Workforce Innovation and Opportunity Act (WIOA).
- Complaints alleging discrimination must be filed within 180 days of the alleged violation. The 180 day filing deadline is extended to 300 days if the charge also is covered by a state or local anti-discrimination law. For ADEA charges, only state laws extend the filing limit to 300 days.
- All complaints must be filed in written form:
 - Submission of a written letter signed by the complainant or authorized representative or;
 - Through an email account as this will be deemed an electronic signature.
 - Submission of the official Unified Workforce System Complaint Referral Record Form (available at front desk).

A written complaint must include the complainant's full name, telephone number and address and the date of filing. Written complaints must also provide a clear, brief statement of the facts and alleged

violation, relevant dates, and other information to assist the investigation and resolution of the complaint. If the complainant needs assistance one of the MassHire Merrimack Valley Workforce Board staff will assist the customer seeking to file the complaint including assistance with completing all associated forms.

Procedure to File:

Type of Complaint:

Violation of the Wagner-Peyser Act, rules, regulations, grants or other agreements made under the Act by the Commonwealth.

OR

Violation of the Title I of the Workforce Innovation and Opportunity Act, rules, regulations, grants, or other agreements made under the Act by the Commonwealth.

Where to file the complaint/grievance:

Complaints against the MassHire Merrimack Valley Workforce Board, subrecipient, or contractor:

Primary Contact:

Local Complaint Officer

Lynda Buote*

Grievance Officer

MassHire Merrimack Valley Workforce Board

255 Essex Street, 4th Floor

Lawrence, MA 01840

978-551-7286

Email : lbuote@MassHireMVWB.org

Back-up Contact

Corina Ruiz*

Deputy Director

MassHire Merrimack Valley Workforce Board

255 Essex Street, 4th Floor

Lawrence, MA 01840

978-701-8176

Email : cruiz@MassHireMVWB.org

* Names Subject to Change

When to file the complaint:

For violations of the Wagner-Peyser Act, rules regulations, grants or other agreements made under the Act by the Commonwealth: Within two (2) years of the alleged occurrence. For violations of the Title I the Workforce Innovation and Opportunity Act, rules, regulations, grants or other agreements made under the Act by the Commonwealth: There is no time limit.

Resolution of the complaint:

The local Complaint Officer has 15 days from the date a written complaint is received to resolve the complaint.

If the complaint was initiated by a Migrant and Seasonal Farm Worker (MSFW) – the local Complaint Officer has within 5 days from the date a written complaint is received.

The 15-day period (or in the case of an MSFW initiated complaint, the 5-day period) does not begin until the requested information is received.

If the MassHire Merrimack Valley Workforce Board has made a written request to the complainant (or the complainant's authorized representative) for additional information, the 15-day period (or in the

case of an MSFW initiated complaint, the 5-day period) does not begin until the requested information has been received by the local MassHire Merrimack Valley Workforce Board.

If the local MassHire Merrimack Valley Workforce Board has requested additional information from the complainant or the complainant's authorized representative and does not receive a response within 20 days from the date the request was made (or, in the case of an MSFW initiated complaint, within 40 days), the complaint is considered resolved.

Appeal of the complaint if resolution is not reached at the local MassHire Merrimack Valley Workforce Board:

If the MassHire Merrimack Valley Workforce Board does not resolve the complaint to the satisfaction of the complainant within 15 days period (or in the case of an MSFW initiated complaint, the 5-day period), the complainant may request a hearing at the Local and/or State level for resolution or further action.

Local Hearings:

If a complainant requests or the local Complaint Officer deems that a formal hearing is necessary, the local Complaint Officer will notify the parties (in writing) that the matter has been scheduled for a formal hearing. The notice must inform the parties of the following elements of the hearing process:

- The date, time, and location of the hearing.
- That the Local Complaint/Hearings Officer, will rule on the introduction of evidence* and afford the parties the opportunity to present, examine, and cross-examine witnesses.

*For clarity it must be noted that an administrative hearing is not the same as a Court of Law. Technical rules of evidence *do not apply*. It is up to the Local Complaint/Hearings Officer to follow principles and procedures that are designed to assure credible evidence that can be tested through cross-examination.

- That a copy of the case record and related documents will be made available to all interested parties before the hearing, upon request.

In conjunction with the hearing process the Hearing Official:

- May decide to make a determination based on the information included in the case file or investigate further prior to the formal hearing.
- May permit (at his/her discretion) the participation of interested parties with respect to specific legal or factual issues relevant to the complaint/appeal.
- May choose to conduct the hearing at a single location convenient to all parties or, if that would represent a hardship for one or more parties, the Hearing Official may elect to conduct the hearing by a telephone conference call.
- Must ensure that hearings be recorded or transcribed. All records are to be preserved and/or made available upon completion of the hearing to the complainant or interested parties.
- Must conduct the hearing *and* issue a written determination to the complainant, the respondent, and any other participating interested parties within the **20 (twenty) days** from the date the hearing was requested.

If complainant disagrees with the local MassHire Merrimack Valley Workforce Board determination, the complainant may bi-pass the local hearings process and may appeal the local determination to the State Level (State Complaint Officer) within 20 days of the receipt of the determination.

After 30 days (or in the case of an MSFW initiated complaint, within 20 days), if resolution has not been accomplished at the State level, the State Complaint Officer will issue to the complainant and respondent, by certified mail, a written determination regarding the complaint.

Where to file the appeal:

To State Complaint Officer:

State Complaint Officer
Jose V. Ocasio, Complaint Officer
Department of Career Services
19 Staniford Street
Charles F. Hurley Bldg.
Boston, MA 02114
Email : dcsunifiedcomplaint@massmail.state.ma.us
Telephone: 617-626-5587

NOTE: *If the State Complaint Officer has made a written request for information to the complainant or the complainant's authorized representative, the 30- or 20-day time frame (whichever is appropriate) will not commence until the requested information has been received.*

Hearings shall be held by State hearings officials. A State hearings official may be any State official authorized to hold hearings under State law.

Appeals to the Secretary can be made (1) if a decision of a grievance or complaint has not been reached within 60 days of the receipt of the grievance or complaint or within 60 days of receipt of the request for appeal of a local level grievance or (2) for a decision on a grievance or complaint that has been reached and the party to which such decision is adverse appeals to the Secretary. Appeals for situation (2) must be filed within 60days of the receipt of the decision being appealed. Appeals for situation (1) must be filed within 120 days of the filing of the grievance with the State, or the filing of the appeal of a local grievance with the State. All appeals must be submitted by certified mail, return receipt requested, to the Secretary, U.S. Department of Labor, Washington, DC 20210, Attention: ASET. A copy of the appeal must be simultaneously provided to the appropriate ETA Regional Administrator and the opposing party.

Type of Complaint:

All information and complaints alleging criminal fraud, waste, abuse, or other criminal activity under WIOA must be reported immediately to the Department of Labor's Office of Inspector General (20 CFR § 667.630)

Office of Inspector General
200 Constitution Ave. NW Room S-5506
Washington, DC 20210
Toll Free: 1-800-347-3756
FAX: 202-693-5210

