



MERRIMACK VALLEY WORKFORCE BOARD

CITY OF LAWRENCE YOUTH AI WORKFORCE TRAINING SERVICES
REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL AI TRAINING

MASSHIRE MERRIMACK VALLEY WORKFORCE BOARD

RFP Timeline:

Request for Proposals Released
Wednesday, August 19, 2026
Bidder's Conference (virtual)
Tuesday, September 8, 2026, at 1:00PM EST
Deadline for Submission of Written Questions
Tuesday, September 22, 2026, by 11:00AM EST
Proposal Submission Deadline
Thursday, October 1, 2026, by 11:00AM EST

**MassHire Merrimack Valley Workforce Board One Union Street –
Suite 202
Lawrence, MA 01840**

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I. Background Information & Purpose

The MassHire Merrimack Valley Workforce Board (MMVWB) is soliciting proposals from qualified organizations, educational institutions, employers, and collaborative partnerships to design and implement innovative Artificial Intelligence (AI) workforce development programs that prepare residents for employment in emerging AI-related occupations and support employers in adopting AI technologies. This initiative is funded exclusively through an appropriation by the City of Lawrence and is not funded through WIOA or any other federal workforce development funding.

The City of Lawrence provides the funding for this initiative, and the MassHire Merrimack Valley Workforce Board (MMVWB) administers the funds, conducts the procurement process, and monitors the performance of selected providers. Selected providers will be responsible for delivering approved workforce development services in accordance with the requirements of this RFP and any resulting agreement.

Priority shall be given to proposals serving residents and employers located within the City of Lawrence. Programs should increase access to high-quality training opportunities that lead to industry-recognized credentials, employment, wage progression, and career advancement in occupations impacted by Artificial Intelligence.

About the MassHire Merrimack Valley Workforce Board (MMVWB)

The MMVWB is one of 16 Workforce Boards throughout Massachusetts, servicing the communities of Andover, Amesbury, Boxford, Georgetown, Groveland, Haverhill, Lawrence, Merrimac, Methuen, Newbury, Newburyport, North Andover, Rowley, Salisbury, and West Newbury. The MMVWB is 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 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.

II. Scope of Services

Artificial Intelligence Workforce Development Initiative

1. Scope of Services

The successful proposer(s) shall provide comprehensive workforce development services that include, but are not limited to, the following:

A. Recruitment and Outreach

Develop and implement a comprehensive outreach strategy designed to recruit eligible participants, with emphasis on underserved populations and individuals experiencing barriers to employment.

Recruitment activities should include:

- Community outreach
- Employer outreach
- Information sessions
- Collaboration with community-based organizations
- Digital and social media marketing

Referrals from workforce system partners

B. Assessment and Enrollment

Conduct comprehensive participant assessments to determine:

- Career interests
- Employment goals
- Educational background
- Digital literacy
- Existing AI knowledge
- Supportive service needs
- Employment barriers

Develop Individual Employment Plans (IEPs) or Individual Service Strategies (ISS) that identify participant goals and required services.

C. Target Population and Eligibility

Primary population would be:

- Eligible Participants
 - Lawrence Residents
 - Ages 18-25
 - Meeting any additional eligibility requirements established by the City appropriation;
 - priority may be given to individuals with barriers to employment, low income, limited access to technology, English language learners, etc.
- Priority to youth who are:
 - Low-income;
 - Economically disadvantaged;
 - English language learners;
 - Lacking access to technology;
 - Interested in technology, business, healthcare, advanced manufacturing, finance, or other occupations increasingly utilizing AI.
 - Participants should demonstrate a genuine interest in completing the training.

D. Intensive Case Management

Provide ongoing case management throughout program participation, including:

- Career coaching
- Academic advising
- Goal setting
- Progress monitoring
- Barrier mitigation
- Supportive service coordination
- Employer engagement
- Retention services

Participants shall receive individualized support designed to maximize successful completion and employment outcomes.

E. Artificial Intelligence Training

Provide industry-relevant training that prepares participants for careers utilizing Artificial Intelligence technologies.

Training may include:

- AI Fundamentals
- Prompt Engineering
- Generative AI
- Machine Learning Fundamentals
- Data Analytics
- Cybersecurity
- Cloud Computing
- Digital Productivity Tools
- Responsible AI
- AI Ethics
- AI Applications within Healthcare, Manufacturing, Business, Finance, Education, and Public Service
- Demonstrated competency in using applicable AI tools;
- Hands-on application of AI technologies;
- Development of a portfolio, project, or other tangible demonstration of acquired AI skills;
- Application of AI skills to real-world workplace scenarios;
- Responsible and ethical use of AI;
- Exposure to AI applications in occupations relevant to regional employers.

Programs should include hands-on learning experiences whenever possible.

F. Career Readiness

Deliver career readiness activities including:

- Resume development
- Interview preparation
- Workplace professionalism
- Digital communication
- Teamwork
- Financial literacy
- Time management
- Workplace expectations
- Job search strategies

G. Work-Based Learning

Provide paid and/or unpaid work experiences aligned with participants' career goals.

Tier 1 – Career Exposure

- Employer Presentations
- AI demonstrations
- Career Panels
- Company/business visits

Tier 2 – Job Shadowing

- One or two day employer experiences

- Workplace observation
- Career exploration

Tier 3 – Project Based Learning

- Participants Complete real-world project based on employer-identified problems or scenarios

Tier 4 – Internship

- Paid or unpaid internships consistent with applicable federal and state labor requirements.

Tier 5 – Employment/Apprenticeship

- Direct connections to employment, apprenticeship, or other career opportunities.

H. Industry Credentials

Programs shall prepare participants to earn one or more recognized industry credentials appropriate to the training provided.

Examples include:

- Microsoft AI Fundamentals (AI-900)
- Google AI Essentials
- AWS Cloud Practitioner
- IBM AI Foundations
- CompTIA certifications

Other employer-recognized credentials

I. Job Placement

Providers shall actively assist participants in obtaining unsubsidized employment through:

- Employer partnerships
- Hiring events
- Interview coordination
- Direct referrals
- Job matching

Placement assistance

J. Follow-Up Services

Provide follow-up services for a minimum of twelve (12) months after program exit.

Follow-up activities should include:

- Employment retention
- Career coaching
- Wage progression
- Additional training referrals
- Supportive services
- Employer communication

K. Employer Engagement

The selected provider shall establish meaningful partnerships with employers by:

- Identifying workforce needs
- Assisting employers with AI adoption
- Developing work-based learning opportunities
- Creating internship opportunities
- Supporting incumbent worker upskilling where appropriate

L. Required Deliverables

The selected provider shall:

- Recruit eligible participants
- Enroll participants
- Deliver AI training
- Provide intensive case management
- Coordinate work experiences
- Facilitate credential attainment
- Assist participants in obtaining employment
- Maintain participant records
- Submit all required fiscal and performance reports
- Participate in monitoring conducted by MMVWB
- Maintain compliance with all applicable federal, state, and local regulations

M. Performance Expectations

Core Performance Measures

- Number of Lawrence youth enrolled
- Training completion rate
- Credential/certificate attainment rate
- Work-based learning participation rate
- Internship/work experience participation rate
- Employment or postsecondary placement rate
- Employment retention rate
- Participant satisfaction
- Employer satisfaction
- Number of employer partnerships

Long-Term Outcome Reporting

- Employment/education status at 2nd quarter after exit
- Employment/education status at 4th quarter after exit
- Median earnings, where available

N. Collaboration

Collaborative proposals are strongly encouraged. Partnerships may include:

- Institutions of higher education
- Career and technical education providers
- Community-based organizations
- Employers
- Industry associations
- Labor organizations
- Economic development organizations
- Adult education providers

O. Incentive Payments

The MMVWB will require incentive payments of up to \$350 per youth for training-related activities. In the budget section you will be asked to provide five (5) training-related benchmarks, goals, achievements of milestones, and criteria to evaluate and calculate the incentive payments. Each training-related benchmark will be paid as follows: benchmarks 1

through 4 \$75.00 each and benchmark 5 at \$50.00. Incentive payments to youth will be paid by the prospective bidder through the cost reimbursement contract with the MMVWB/City of Lawrence.

Incentive Benchmarks:

- Enrollment/orientation completed — \$75
- AI training milestone completed — \$75
- Credential milestone — \$75
- Work-based learning milestone — \$75
- Final employment/career-readiness milestone — \$50

P. Stipend Payments

The MMVWB will require stipend payments to youth participants at a rate of \$15.00 per hour for in-person classroom participation and program activities. These stipends will be paid by the MMVWB/City of Lawrence, but the prospective bidder should include these costs in their budget.

III. Funding

The MMVWB anticipates awarding one or more contracts totaling up to **\$100,000**, subject to the availability of funds. The Board reserves the right to:

- Make multiple awards;
- Negotiate the scope of services and budget with selected proposer(s);
- Fund all or a portion of any proposal;
- Reject any or all proposals if determined to be in the best interest of the MMVWB.

IV. Proposal Provisions and Requirements

RFP Timeline

DATE	ACTIVITY
Wednesday, August 19, 2026	Request for Proposals Released
Tuesday, September 8, 2026	Bidder's Conference (virtual) @ 1:00 PM EST
Tuesday, September 22, 2026	Deadline for Submission of Written Questions by 11:00AM EST
Thursday, October 1, 2026	Proposals Submission Deadline by 11:00AM EST
Wednesday October 28, 2026	Bidders Notified of Outcome after Board Approval
Monday, November 30, 2026	Contract Start Date

Proposals must be completed and submitted in accordance with the Proposal Provisions & Requirements section.

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

Submission Date and Requirements

All proposals and modifications must be submitted by email to procurement@masshiremvwb.org no later than **Thursday, October 1, 2026, at 11:00AM EST.**

In the body of your email, attach the following two files:

- 1) AI Training RFP Program Proposal 10.1.2026 – Attachments C thru E
- 2) AI Training RFP Price Proposal 10.1.2026 – Attachments F thru O

Please make sure that your total of both files does not exceed 24MB, as the email will bounce back. If your files are over 24MB, please split them up into separate files and send it in separate emails.

When you submit the proposals, you will receive an automated reply acknowledging receipt. If you don't receive an automated reply, please contact Matt Robert at (978) 995-2784 during regular business hours, Monday to Friday between 8:30 AM to 4:00 PM.

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

Proposals must be completed and submitted in accordance with the Proposal Provisions & Requirements section of this RFP. The applicant is solely responsible for assuring that anything sent to MMVWB arrives by the specified date and time, otherwise, the proposal will be rejected.

Notification and Distribution

The RFP will be released on Wednesday, August 19, 2026, on the MassHire Merrimack Valley Workforce Board's website, www.MassHireMVWB.org. Information relating to the RFP, including updates, amendments, minutes of the Bidders' Conference, and responses to questions submitted by email, will be posted on the website. Prospective bidders are responsible for monitoring the website for updates; MMVWB will not send individual notification of updates directly to applicants.

Bidders' Conference/ RFP Questions and Answers

A Bidders' Conference will be held on **Tuesday, September 8, 2026, via Zoom at 1:00 PM**. All interested parties are strongly encouraged to participate.

Zoom Meeting Link:

<https://us02web.zoom.us/j/8462116073?pwd=1lqsaYnAmqg9RK7ZXpdXUbVFKDa1Al.1&omn=82414742099>

Meeting ID: 846 211 6073

Passcode: 102102

To maintain a competitive bidding process, substantive questions related to this RFP will be addressed. Questions must be submitted via email to mrobert@masshiremvwb.org beginning August 19th and no later than September 22th, 2026, by 11:00AM EST. All questions and answers will be posted to the MMVWB website by 4:00PM EST on Tuesday, September 29th, 2026.

Notification of Awards

The MMVWB Proposal Review sub-committee will score and rank the proposals. The sub-committee will consist of Board Directors, Youth Committee members and MMVWB staff. Those recommendations shall then be made to the Planning/Career Center Committee and subsequently 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 Wednesday, October 28, 2026, with contract operations estimated to begin on Monday, November 30, 2026, contingent upon successful contract negotiation.

MMVWB and Proposer's Rights/Appeal Procedures

- A. The release of this RFP does not constitute an acceptance of any offer, nor does its release in any way 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.

- 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 records.

Minimum Qualifying Criteria

In order to be considered for funding, the following must be completed and submitted with your **original price proposal only**. **Failure to complete these certifications and affidavits will result in your proposal not being considered for funding.**

- Content Check List (Price Proposal) – Attachment F
- Signed Price Proposal Cover Sheet – Attachment G
- Minimum Qualifying Document – Attachment H
- Signatory Authorization for Corporate Providers (If Applicable) – Attachment I
- Signatory Authorization for Non-Corporate Providers (If Applicable) – Attachment J
- Certification Regarding Debarment, Suspension and Other Responsibility Matters – Attachment K
- Drug Free Workplace Certification – Attachment L
- Certificate of Non-Collusion – Attachment M
- Audit Assurance Certification – Attachment N
- Commitment to Equal Opportunity/Affirmative Action/Non-Discrimination – Attachment O
- Certificate of Good Standing – Attachment P
- Completed Budget & Budget Narrative – Attachment Q

Rule for Award

The MMVWB will select the most advantageous proposal(s) from a responsive and responsible bidder(s), taking into consideration all evaluation and price criteria. The MMVWB anticipates sending awards or non-award notifications by **Wednesday, October 28, 2026**.

MMVWB Proposal Review

A. *Program and Price Proposal*

MMVWB Fiscal Administrator 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.

Program proposals will be reviewed and rated by a sub-committee of MMVWB Board Directors, Youth Committee members and MMVWB Staff. The program proposal narrative has five (5) parts, and the price

proposal has one (1). Proposals will be rated according to a point system. The maximum total any proposal may receive is 100 points. Each part is awarded as follows:

Organizational Capacity and Experience	15 points
Program Design and Service Delivery	30 points
Artificial Intelligence Training Model	15 points
Employer Engagement and Partnerships	15 points
Performance Management and Outcomes	5 points
Budget and 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 sub-committee shall utilize the evaluation criteria noted in the Program Proposal section and identified in the MMVWB COL Youth AI Workforce Training 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. 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 youth. 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.

A. *Attachments List*

Program Proposal

- B. Contents Checklist (Program Proposal)
- C. Program Proposal Cover Sheet
- D. Program Proposal Narrative Questions
- E. Program Performance Measures and Long-Term Outcomes

Price Proposal

- F. Contents Checklist
- G. Price Proposal Cover Sheet
- H. Minimum Qualifying Criteria
- I. Signatory Authorization for Corporate Providers/ Affidavit of Compliance
- J. Signatory Authorization for Non-Corporate Providers
- K. Certification Regarding Debarment, Suspension, and other Responsibility Matters Primary Covered Transactions
- L. Drug Free Workplace Certification
- M. Certificate of Non-Collusion
- N. Audit Certification
- O. Commitment to Equal Opportunity/Affirmative Action/Non-Discrimination
- P. Certificate of Good Standing
- Q. Budget & Budget Narrative Instructions
 - Budget Completed
 - Budget Narrative Completed
 - Indirect Rate included (if applicable)

Other Attachments

- R. Contract Negotiation – Policies required upon Award

Attachment B

Program Proposal Checklist

MassHire Merrimack Valley Workforce Board City of Lawrence Youth AI Workforce Training - FY 2027

Cover Sheet

_____ Each section fully completed

_____ Signed by authorized signatory

Proposal Narrative

_____ Program Design

_____ Outreach & Recruitment
Program Outcomes

_____ Administration

_____ Program Operation

Signature of Authorized Representative for Your Organization:

Submitted By: _____ Signature

Attachment C

Program Proposal Cover Sheet

MassHire Merrimack Valley Workforce Board City of Lawrence Youth AI Workforce Training - FY 2027

Organization: _____

Mailing Address: _____

Contact Person: _____

Telephone: _____

Email Address: _____

City/Towns
to Be Served: _____

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

Performance Measure	Proposed Performance Goal
Lawrence Youth Enrollment	
Training Completion Rate	
Credential/Certificate Attainment Rate	
Work-Based Learning Participation Rate	
Internship/Work Experience Participation Rate	
Employment/Postsecondary Placement Rate	
Employment Retention Rate	
Participant Satisfaction	
Employer Satisfaction	
Employer Partnerships	

Signature of Authorized Representative for Your Organization:

Submitted By: _____ Signature

Attachment D

Program Narrative

NARRATIVE PROPOSAL

Organizational Information:

Name of Organization/Principal:

Address:

City: State: Zip:

Phone:

Email:

Organizational Capacity and Experience

- Describe your organization's qualifications and experience administering workforce development, education, or training programs. Include:
 - Organizational history and mission
 - Relevant experience serving similar populations
 - Experience administering federal, state, or workforce-funded grants
 - Experience delivering technology, digital skills, or Artificial Intelligence training
 - Staffing structure and key personnel assigned to this project
 - Organizational strengths that position you for success
- Vendor Past Performance
 - Number enrolled;
 - Number completing;
 - Completion rate;
 - Number earning credentials;
 - Employment rate;
 - Postsecondary education rate;
 - Retention rate, if available;
 - Average wage at placement;
 - Number receiving internships/work experiences;
 - Number hired by participating employers;
 - Employer satisfaction;
 - Participant satisfaction;
 - Number of similar youth programs operated;
 - Funding source and amount of comparable contracts

Program Design and Service Delivery

- Describe how your organization will implement the Scope of Services outlined in Section II. Include your approach to:
 - Recruitment and outreach
 - Assessment and enrollment
 - Individual Employment Plans (IEPs) or Individual Service Strategies (ISS)
 - Intensive case management
 - Artificial Intelligence training
 - Career readiness services
 - Work-based learning
 - Industry credential attainment
 - Job placement
 - Twelve-month follow-up services

Artificial Intelligence Training Model

- Describe the proposed AI training program, including:
 - Curriculum and instructional approach
 - AI topics to be covered
 - Hands-on learning opportunities
 - Delivery method (in-person, virtual, hybrid)
 - Industry-recognized credentials offered
 - Instructor qualifications
 - Methods for ensuring curriculum remains current with industry trends

Employer Engagement and Partnerships

- Describe existing and proposed partnerships that will support program success, including:
 - Employer partnerships
 - Institutions of higher education
 - Community-based organizations
 - Workforce system partners
 - Work-based learning opportunities
 - Employment placement activities
 - Employer involvement in curriculum development or participant hiring

Performance Management and Outcomes

- Describe how your organization will monitor participant progress and achieve performance outcomes.
Include:
 - Performance tracking methods
 - Data collection and reporting processes
 - Quality assurance procedures
 - Strategies for participant retention
 - Continuous improvement processes
 - Proposed performance goals for the outcomes identified in City of Lawrence Youth AI Workforce Training performance measures

Employer Commitment Letters / Certifications (either by WB Program Manager or vendor)

- Employer commitment letters that could confirm:
 - Participation in curriculum development;
 - Guest speakers;
 - Mentoring;
 - Facility/site visits;
 - Job shadowing;
 - Internships;
 - Work-based learning;
 - Interviews;
 - Potential hiring;
 - Apprenticeship opportunities;
 - Equipment/software demonstrations.

Attachment E

Program Performance Measures and Long-Term Outcomes

MEASURABLE OUTCOME	Outcome Description	Anticipated Result
Lawrence Youth Enrollment	Number of eligible Lawrence residents enrolled in the program	
Training Completion	Percentage of enrolled participants who successfully complete the required training	
Credential Attainment	Percentage of participants who earn a credential/certificate identified in the	
Work-Based Learning	Percentage of participants who participate in an approved work-based learning activity	
Internship/Work Experience	Percentage of participants who complete an internship or work experience	
Employment/Postsecondary Placement	Percentage of program completers entering employment,	
Employment Retention	Percentage of placed participants remaining employed at the	
Participant Satisfaction	Percentage of participants reporting satisfaction at or above	
Employer Satisfaction	Percentage of participating employers reporting satisfaction at	
Employer Partnerships	Number of employers actively participating in recruitment,	

Long-Term Outcome	Reporting Measure	Reporting Measure – No Target Needed
Employment/Postsecondary Status — 2nd Quarter After Exit	Number and percentage of exited participants employed, enrolled in postsecondary education, or participating in advanced training approximately two quarters after exit	
Employment/Postsecondary Status — 4th Quarter After Exit	Number and percentage of exited participants employed, enrolled in postsecondary education, or participating in advanced training approximately four quarters after exit	
Median Earnings — 2nd Quarter After Exit	Median earnings of exited participants who are employed during the second quarter after exit, where available	

Performance Measurement: The primary performance measures for this City of Lawrence-funded initiative are the measures identified in the Program Performance Measures table above. The long-term follow-up outcomes are intended for reporting and evaluation purposes and are not intended to constitute WIOA performance requirements.

Signature of Authorized Representative for Your Organization:

Submitted By: _____ Signature

Attachment F

Price Proposal Contents Checklist

MassHire Merrimack Valley Workforce Board FY27 City of Lawrence Youth AI Workforce Training

Cover Sheet

_____ Each section fully completed Attachment F
_____ Signed by authorized signatory Attachment G

Minimum Qualifying Criteria

_____ Minimum Qualifying Document Attachment H
_____ Signatory Authorization for Corporate Providers (If Applicable) Attachment I
_____ Signatory Authorization for Non-Corporate Providers (If Applicable) Attachment J
_____ Certification Regarding Debarment, Suspension and Other Responsibility Matters Attachment K
_____ Statement of Commitment to a Drug-Free Workplace Attachment L
_____ Certificate of Non-Collusion Attachment M
_____ Audit Assurance Certification Attachment N
_____ Evidence of Commitment to Equal Opportunity, Nondiscrimination, and Affirmative Action Attachment O
_____ Certificate of Good Standing Attachment P

Budget & Budget Narrative

_____ Budget Completed Attachment Q
_____ Budget Narrative Completed Attachment Q
_____ Indirect Rate Included (if applicable)

Signature of Authorized Representative for Your Organization:

Submitted By: _____ Signature

Attachment G
Price Proposal Cover Sheet

MassHire Merrimack Valley Workforce Board
City of Lawrence Youth AI Workforce Training

Organization: _____

Mailing Address: _____

Contact Person: _____

Telephone: _____

Email Address: _____

City/Towns
to Be Served: _____

Total Amount of Funding Request:

Project Performance Goals:

Performance Measure	Proposed Performance Goal
Lawrence Youth Enrollment	
Training Completion Rate	
Credential/Certificate Attainment Rate	
Work-Based Learning Participation Rate	
Internship/Work Experience Participation Rate	
Employment/Postsecondary Placement Rate	
Employment Retention Rate	
Participant Satisfaction	
Employer Satisfaction	
Employer Partnerships	

Signature of Authorized Representative for Your Organization:

Submitted By: _____ Signature

Attachment H

Minimum Qualifying Criteria Checklist

MassHire Merrimack Valley Workforce Board City of Lawrence Youth AI Training

In order to be considered for funding, the following must be completed and submitted with your **original price proposal only. Failure to complete these certifications and affidavits will result in your proposal not being considered for funding.**

_____ Price Proposal Contents Checklist

_____ Signatory Authorization for Corporate Providers (If Applicable)

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

_____ Certification Regarding Debarment, Suspension and Other Responsibility Matters

_____ Statement of Commitment to a Drug-Free Workplace

_____ Certificate of Non-Collusion

_____ Audit Assurance Certification

_____ Evidence of Commitment to Equal Opportunity, Nondiscrimination, and Affirmative Action

_____ Certificate of Good Standing

_____ Budget and Budget Instructions

Signature of Authorized Representative for your Organization:

Submitted by: _____
Signature Date

Attachment I

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:

NAME TITLE and/or

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 J

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 K

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 L

Drug Free Workplace Certification

I, _____, in representation of
(Print Name)

_____, do hereby certify that
(Agency/Organization)

_____, has taken all
(Agency/Organization)

Necessary measures to ensure a drug free workplace consistent with the **Drug Free Workplace Act of 1988**, as well as all applicable state laws.

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 or Single Audit (if applicable) is attached.

_____ A copy of my organization's most recent Audited Financial Statements or Single Audit (if applicable) has already been submitted to MMVWB Staff.

_____ 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

Commitment to Equal Employment Opportunity/Affirmative Action/Non-Discrimination

I have attached my organization's Equal Opportunity/Affirmative Action/Non-Discrimination Policy.

(Printed name of individual submitting bid or proposal)

(Signature of individual submitting bid or proposal)

(Name of Organization)

(Date)

Attachment P

Certificate of Good Standing

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

Attachment Q

Budget & 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 instructions below for each expense type.

A.	Personnel: This expense type includes the Staff Salaries and Fringe Benefits.
B.	Premises: This expense type includes the Rent, Utilities & Insurance and Bonding.
C.	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.
D.	Participants Costs: This expense type includes the Participants Wages, Incentives, and any direct participant related costs, etc.
E.	Indirect Costs: This category can only be used for an agency with an approved indirect cost rate from their cognizant agency.

Program Budget Narrative: Please fill out in detail for each expense type of Personnel, Premises, Non-Personnel, Participants Costs and Indirect Costs.

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 percentage 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 percentage of time used for the program.

Utilities & Insurance: Identify the address of the program, the estimated monthly utilities & Insurance, number of months and percentage of time used for the program.

Non-Personnel

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

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

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.

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

Advertising & Printing: Identify the items of advertising (i.e.: newspaper, radio, etc.) and of printing & reproduction (i.e.: flyers, film development, etc.)

Participants Costs

Participant Wages: Provide an explanation for each participant to be included in this program. Detail the number of participants, hourly rate (cannot exceed Massachusetts minimum wage rate), hours per week and number of weeks in the program.

Participants Taxes: Provide an explanation of each component of the payroll related taxes.

Incentive payments (ONLY for training related activities): The MMVWB will require incentive payments of up to \$350 per youth for training-related activities. In the budget section you will be asked to provide five (5) training-related benchmarks, goals, achievements of milestones, and criteria to evaluate and calculate the incentive payments. Each training-related benchmark will be paid as follows: benchmarks 1 through 4 \$75.00 each and benchmark 5 at \$50.00 for a maximum of \$350 per participant. Incentive payments to youth will be paid by the prospective bidder through the cost reimbursement contract with the MMVWB/City of Lawrence.

Stipend payments: The MMVWB will require stipend payments to youth participants at a rate of \$15.00 per hour (current Mass minimum wage) for **in-person** classroom participation and program activities. Detail the number of participants, hourly rate, hours per week and number of weeks in the program.

These stipends will be paid by the MMVWB/City of Lawrence, but the prospective bidder should include these costs in their budget.

Direct Participants related costs: Provide an explanation for each participants related costs to be included in this program. Detail the type of 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
COL YOUTH AI WORKFORCE TRAINING PROGRAMS
BUDGET SHEET 2027

NAME OF ORGANIZATION _____
ADDRESS: _____
PROGRAM NAME: _____

	EXPENSE TYPE	PROGRAM 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
	Participant Wages/Taxes	
	Incentive Payments	
	Stipends Payments	
	Participants Costs (Please identify)	
	Participants Costs (Please identify)	
	Participants Costs (Please identify)	
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.

MASSHIRE MERRIMACK VALLEY WORKFORCE BOARD (MMVWB)
COL YOUTH AI WORKFORCE TRAINING PROGRAMS

Program Budget Narrative

Name of
Organization _____

Program Name: _____

PERSONNEL	PROGRAM BUDGET
	\$0.00
PREMISES	
	\$0.00
NON-PERSONNEL	
	\$0.00
PARTICIPANTS COSTS	
	\$0.00
INDIRECT COSTS	
	\$0.00

TOTAL BUDGET \$0.00

Attachment T

MMVWB/City of Lawrence Terms, Conditions, Assurances

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. 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 MassHire Merrimack Valley Workforce 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 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/October 1, 2024. DOL awards recipients including for-profit and foreign entities that expend \$750,000/\$1,000,000 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 DTD/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 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 MassHire 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

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 and COL Fiscal Agent 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 and COL Fiscal Agent.

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:

- Accounts Payable
- Accounts Receivable
- Affirmative Action
- American Disability Act
- Bank Reconciliation
- Budget Process
- Cell Phone
- Chart of Accounts
- Code of Professional Ethics and Conduct
- Contracting
- Cost Allocation Plan
- Criminal Waste, Fraud & Abuse
- Drug and Alcohol Free Workplace
- Emergency Management Plan
- Employee Recruitment, Hiring, Termination
- Fee Based Services
- Fidelity Bonding for Financial Staffs
- Financial Internal controls
- Financial Reporting
- Fiscal Related Policies & Procedures
- Formal Grievance /Complaint
- General Liability Insurance
- Hours and Days of Work
- Job descriptions/Staff functions
- Lease/License Agreements for Space & Equipment
- MIS/IT Computer Internal Controls
- Organizational/Financial Structure
- Personally Identifiable Information (PII)
- Personnel, Payroll & Benefits
- Petty cash / Credit Card usage
- Procurement
- Property/Equipment/Inventory
- Purchasing
- Records Retention and Disposal
- Safeguarding of Federal Funds in the Bank
- Statement of Holiday, Personal, Sick, Vacation & Other Time Off Benefits
- Time and attendance
- Travel & Business
- Union Contract
- Workers Compensation
- Workplace Environment – Harassment