

**MERRIMACK VALLEY WORKFORCE INVESTMENT BOARD**  
**CONSULTANT SERVICES FOR REGIONAL BLUEPRINT IMPLEMENTATION**  
***INVITATION FOR BID (IFB)***

**NORTHEAST REGIONAL PLANNING SERVICES**

**I. Purpose:**

During FY2018, under the auspices of the Massachusetts Workforce Skills Cabinet (WSC), the Northeast Massachusetts Economic Development, Education and Workforce Partners developed and published a Regional Labor Market Blueprint identifying the region's priority industries and outlining specific strategies to support the talent and related needs of these industries for the upcoming four-year period. This process was led by the three workforce boards serving the region, i.e., Merrimack Valley, Greater Lowell, and North Shore. The Blueprint is available for review on these Workforce Board's websites: [www.northshorewib.com](http://www.northshorewib.com), [www.mvwib.org](http://www.mvwib.org), and [www.glwdb.org](http://www.glwdb.org).

**II. Project Specifications:**

The WSC has recently released funding to this region to continue the work outlined in this Blueprint and detailed in the Regional Blueprint Implementation Year 1 Scope of Work for NE Massachusetts. Up to \$27,750 is available to pay for consultancy activities between October 1, 2018 and June 30, 2019. Required services being sought by the Partnership includes the following. Respondents must provide services under all categories identified below.

1. Convene and facilitate 3 in-person follow up regional sessions (approximately one session every three months during contract period) and additional, separate, continuous communication and joint accountability related to Regional Blueprint implementation. These meetings are to reinforce communication and coordination and to make progress toward Regional Blueprint goals.

**Proof of Qualifications:** Please submit the agenda of at least two large group meetings facilitated by the respondent. Also provide examples of how the respondent has facilitated communications and accountability to make progress toward goals.

**Estimated Budget - \$5,000**

2. Prepare two joint grant applications with economic development, education (secondary and post-secondary Partners), and workforce Partners to meet priority industry/occupational talent goals articulated in the NE Blueprint. Joint grant fund application opportunities will include a mix of:
  - a. Skills Capital Grant proposals
  - b. High Quality College and Career Pathway Applications
  - c. Cross-area Workforce Competitiveness Trust Fund proposals,
  - d. Others as available.

**MERRIMACK VALLEY WORKFORCE INVESTMENT BOARD**  
**CONSULTANT SERVICES FOR REGIONAL BLUEPRINT IMPLEMENTATION**  
***INVITATION FOR BID (IFB)***

**Proof of Qualifications:** Please submit a list of recently completed grant applications authored by the respondent and include a copy of one of the narrative sections of a respondent's finished proposal.

**Estimated Budget - \$5,750**

3. Develop a shared Measurement System that will gather detailed information to support a shared understanding of how well the Partnership is meeting goals (page 16 and Appendix B of Blueprint) and how much progress is being made toward the shared vision (page 15 Blueprint). This information will include but not be limited to:
  - a. Number of jobs in the priority industries
  - b. Number of participants attending training through Workforce Board/Career Center training in priority and critical industries
  - c. Number of people on distribution list for regional planning related material and attendance at meetings

**Proof of Qualifications:** Please submit a sample measurement system, developed by the respondent, that tracks at least three metrics. Please detail how the measurement system tracked progress and assisted in meeting goals.

**Estimated Budget - \$5,000**

4. Develop an inventory of existing workforce development, economic development and education/ training (including ESOL resources) resources available for employers and job seekers. Compare inventory to needs of priority industries and occupations identify any areas of duplication, gaps, or needs for adjustments to better meet needs; and make other plan changes and improvements as needed.

**Proof of Qualifications:** Please submit a sample inventory, developed by the respondent, that includes multiple stakeholders and resources. Please detail how the inventory was utilized and the return on investment for the inventory user.

**Estimated Budget - \$7,000**

5. Connect with media at least three times to illuminate issues related to cross-Secretarial regional services. In addition, respondent will:
  - a. Distribute 6 e-newsletters per year with articles from all Partners.
  - b. Plan for a regional Economic Summit to be held in year two/three of planning period to help strengthen the bond between the three core Partners and to establish a culture of collaboration
  - c. Prepare one annual report highlighting success and coordinated efforts.
  - d. Advise the state in establishing and providing data for a Dashboard. Identify key data points and sources and establish regular data reporting times from all Partners.

**MERRIMACK VALLEY WORKFORCE INVESTMENT BOARD**  
**CONSULTANT SERVICES FOR REGIONAL BLUEPRINT IMPLEMENTATION**  
**INVITATION FOR BID (IFB)**

- e. Publish and promote the complete Dashboard through distribution list, press, and social media.
- f. Increase awareness of northeast regional planning team’s efforts by increasing Partnership use of social media and increasing our information distribution list by 50%

**Proof of Qualifications:** Please submit at least two of the following products developed by respondent: discussion of previous media communication efforts using traditional and/or social media; agenda from a regional multi-agency community-wide event; annual report developed for a client; example of a data-based reporting system.

**Estimated Budget - \$5,000**

**In addition, the consultant will prepare the drafts of two required reports to the WSC, due as follows:**

- o Regional Planning Support Year 1 Mid-Point Report, due **November 30, 2018**
- o Regional Planning Support Year 1 Final Report, due **June 15, 2019**

**Total Estimated Budget - \$27,750**

Summary of Required Services (full listing in II Project Specifications above)	Estimated Budget Available
Convene & facilitate 3 in-person follow up regional sessions every three months	\$ 5,000
Prepare two joint grant applications	\$ 5,750
Develop a shared Measurement System	\$ 5,000
Develop an inventory of existing workforce development, economic development and education/training resources available for employers & job seekers	\$ 7,000
Connect with media at least 3 times & all activities in II #5	\$ 5,000
<b>Total</b>	<b>\$ 27,750</b>

The three Workforce Boards will oversee and support this work including but not limited to:

1. Continuous communication with state-level industry organizing structures;
2. Identification and engagement with business within priority industries, including Health Care and Social Services, Professional, Scientific, and Technical Services (with concentrated attention to the IT industry and occupations within the region), and Advanced Manufacturing;
3. Tracking performance within the context of the Shared Management System and the state-developed Dashboard;
4. Other guidance and leadership support as may be needed throughout the process.

**MERRIMACK VALLEY WORKFORCE INVESTMENT BOARD**  
**CONSULTANT SERVICES FOR REGIONAL BLUEPRINT IMPLEMENTATION**  
***INVITATION FOR BID (IFB)***

**III. Work Program and Schedule:**

Consultancy activities will incur between October 1, 2018 and June 30, 2019.

**Minimum Qualifications:**

Successful experience/expertise in one or more areas – Workforce Development, Education, or Economic Development

**IV. Bids Due:**

The deadline for submission is Friday September 14, 2018 at 2:00 pm.

Bids with authorized signature are due back to the MVWIB no later than Friday, September 14, 2018 at **2:00 pm. The 2:00 p.m. deadline will be strictly enforced. Submissions of any bids elements after the required date and time will not be accepted.**

Bids may be delivered via mail, email or fax. **Email responses are preferred.** Please deliver to:

Varsha Gandhi, Accounting, Procurement & Contracts Administrator  
Division of Grants Administration  
255 Essex Street, 4<sup>th</sup> Floor  
Lawrence, MA 01840  
E-mail: [vgandhi@mvwib.org](mailto:vgandhi@mvwib.org)  
Phone: 978-722-7067  
Fax: 978-794-1901

**V. Rule for Award:**

The contract for this consultancy services will be awarded to the responsive and responsible bidder offering the lowest price. In the event that two or more responsible bidders submit tied bids the following tiebreaker policy will be used:

**VI. Tie Breaker Policy:**

Business ownership by women and/or minorities will be given priority.

**VII. Questions on IFB:**

Questions on this IFB must be directed in writing to Susan Almono at [salmono@mvwib.org](mailto:salmono@mvwib.org) by Friday, August 31, 2018, 2:00 pm. Responses to all questions will be posted on MVWIB website no later than Friday, September 7, 2018 at 2:00 pm. Prospective bidders should check the website frequently for updates at [www.mvwib.org](http://www.mvwib.org).

**MERRIMACK VALLEY WORKFORCE INVESTMENT BOARD**  
**CONSULTANT SERVICES FOR REGIONAL BLUEPRINT IMPLEMENTATION**  
***INVITATION FOR BID (IFB)***

**VIII. Notification:**

The successful bidder will be notified by the Merrimack Valley Workforce Investment Board no later than Friday **September 21, 2018**.

**IX. MVWIB Rights:**

If determined to be in its best interest the MVWIB reserves the right to reject any and all bids.

**ATTACHED:            BID SHEET**  
**Certificate of Non Collusion**  
**MVWIB Terms & Conditions**

**MERRIMACK VALLEY WORKFORCE INVESTMENT BOARD**  
**CONSULTANT SERVICES FOR REGIONAL BLUEPRINT IMPLEMENTATION**  
**INVITATION FOR BID (IFB)**

**BID SHEET – Consultant Services for Blueprint Implementation**

Name of Organization/Principal:

Address:

City:

State:

Zip:

Phone:

Fax:

Email:

1. Documentation of Responsible Bidder Status (*Answer all areas below and attach any necessary forms*):
  - A. A Work plan for completing the project limited to ten double-spaced pages
  - B. A description of your qualifications for this project including resumes of key staff, submittal of Proof of Qualifications for each of the five services specified in Section II of this Invitation for Bid, and two references with contact information
  - C. A budget detailing costs by activity

<b>Required Services (full listing in II Project Specifications)</b>	<b>Your Bid</b>	<b>Estimated Budget Available</b>
<b>Convene &amp; facilitate 3 In-person follow up regional sessions every three months</b>		<b>\$ 5,000</b>
<b>Prepare two joint grant applications</b>		<b>\$ 5,750</b>
<b>Develop a shared Measurement System</b>		<b>\$ 5,000</b>
<b>Develop an inventory of existing workforce development, economic development and education/training resources available for employers &amp; job seekers</b>		<b>\$ 7,000</b>
<b>Connect with media at least 3 times &amp; all activities in II, #5</b>		<b>\$ 5,000</b>
<b>Total</b>		<b>\$ 27,750</b>

- Please note respondents must address and provide services under all categories outlined for all activities outlined above.

**MERRIMACK VALLEY WORKFORCE INVESTMENT BOARD**  
**CONSULTANT SERVICES FOR REGIONAL BLUEPRINT IMPLEMENTATION**  
***INVITATION FOR BID (IFB)***

- By signing below the bidder assures the MVWIB of the ability and organizational capacity to provide all the deliverables outlined in Section II. Project Specifications.

**If the above required documents and assurances are not submitted or are incomplete the bidder will be considered a Non Responsible Bidder and the bid will not be considered.**

**Bid for Services:**

Total Bid:     \$ \_\_\_\_\_

In the event that two or more responsible bidders submit tied bids the tie breaker criteria outlined in Section IV. Rule for Award will be applied.

- This bidder is registered as a woman or minority owned business with the Commonwealth of Massachusetts.

I attest that I am providing the above binding bid for the provision of services as outlined in the Merrimack Valley Workforce Investment Board Invitation for Bid for Consultant Services, and that I am authorized to bind myself or my agency to this bid.

Signature: \_\_\_\_\_  
(Authorized Signatory)

Print Name: \_\_\_\_\_

Agency Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

**MERRIMACK VALLEY WORKFORCE INVESTMENT BOARD**  
**CONSULTANT SERVICES FOR REGIONAL BLUEPRINT IMPLEMENTATION**  
***INVITATION FOR BID (IFB)***

**CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid or proposal has been made and 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.

---

Signature of individual submitting bid or proposal

---

Title

Name of Business/Agency:

---



**MERRIMACK VALLEY WORKFORCE INVESTMENT BOARD**  
**CONSULTANT SERVICES FOR REGIONAL BLUEPRINT IMPLEMENTATION**  
***INVITATION FOR BID (IFB)***

**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 Merrimack Valley Workforce Investment Board (MVWIB) 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. **"DCS" (Massachusetts 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. **"DGA" (Division of Grants Administration)** - The Division of Grants Administration, thereafter referred to as the DGA acts as the fiscal entity for the Merrimack Valley Workforce Investment Board (MVWIB) and the City of Lawrence (COL) for WIOA, and other workforce investment funds serving the citizens of the fifteen communities comprising the Lower Merrimack Valley Workforce Investment Area for which the City of Lawrence has financial liability.
- j. **"DTA" – (Department of Transitional Assistance)** - Which has statewide responsibility for oversight of local DTA programs.
- k. **"Lower Merrimack Valley Workforce Investment Area" (LMVWIOA)** - The region served by the local Workforce Investment Board (MVWIB), 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.
- l. **Merrimack Valley Workforce Investment Board (MVWIB)** - 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 LMVWIOA.

**MERRIMACK VALLEY WORKFORCE INVESTMENT BOARD**  
**CONSULTANT SERVICES FOR REGIONAL BLUEPRINT IMPLEMENTATION**  
***INVITATION FOR BID (IFB)***

- m. **"Modifications"** - Any changes, amendments, or emendations to this contract which affect the intent, cost, quality or length of contracted services.
- n. **"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.
- o. **"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.
- p. **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.
- q. **"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 INVESTMENT BOARD AND CITY OF LAWRENCE FISCAL AGENT**

The MVWIB 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 MVWIB 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 MVWIB 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,

**MERRIMACK VALLEY WORKFORCE INVESTMENT BOARD**  
**CONSULTANT SERVICES FOR REGIONAL BLUEPRINT IMPLEMENTATION**  
***INVITATION FOR BID (IFB)***

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 29 CFR 93 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 Contractor agrees to adhere to the Drug Free Workplace Regulations and will so attest.

**7. EPA ASSURANCE**

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

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

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

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

**8. CERTIFICATION REGARDING DEBARMENT**

The Contractor certifies, by execution of this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency.

**MERRIMACK VALLEY WORKFORCE INVESTMENT BOARD**  
**CONSULTANT SERVICES FOR REGIONAL BLUEPRINT IMPLEMENTATION**  
***INVITATION FOR BID (IFB)***

**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 663.700, 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 MVWIB 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 Merrimack Valley Workforce Investment Board, or the City of Lawrence. . The Contractor agrees to inform the MVWIB 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.

**MERRIMACK VALLEY WORKFORCE INVESTMENT BOARD**  
**CONSULTANT SERVICES FOR REGIONAL BLUEPRINT IMPLEMENTATION**  
***INVITATION FOR BID (IFB)***

**14. FUNDING AND FISCAL YEAR APPROPRIATION**

Appropriations for expenditures by the MVWIB and COL and authorizations to spend for particular purposes are made on a fiscal year basis. The fiscal year of the MVWIB is the twelve-month period ending June 30 of each year. The obligation of the MVWIB/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 MVWIB/COL of funds sufficient to discharge the MVWIB/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 20 CFR Part 667.200 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 MVWIB 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 MVWIB/COL approval until the Contractor is advised by the MVWIB in writing that there is no objection to so proceeding. The Contractor agrees to refund to the MVWIB/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 MVWIB/COL by the Contractor from funds other than those granted to the Contractor by the MVWIB/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 MVWIB/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, 29 CFR 95.24 or 29 CFR 97.25(g)(2) shall be returned.. The MVWIB/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 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 MVWIB 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.

**MERRIMACK VALLEY WORKFORCE INVESTMENT BOARD**  
**CONSULTANT SERVICES FOR REGIONAL BLUEPRINT IMPLEMENTATION**  
***INVITATION FOR BID (IFB)***

**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 Merrimack Valley Workforce Investment Board (MVWIB), 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 MVWIB, 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 MVWIB, 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 MVWIB 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 MVWIB/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 MVWIB/COL. The MVWIB/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 MVWIB/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 MVWIB/ 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 MVWIB, 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 MVWIB, or COL shall be cause for immediate termination.

**MERRIMACK VALLEY WORKFORCE INVESTMENT BOARD**  
**CONSULTANT SERVICES FOR REGIONAL BLUEPRINT IMPLEMENTATION**  
***INVITATION FOR BID (IFB)***

- 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 MVWIB 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 MVWIB 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 MVWIB 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 MVWIB/COL for injury or damages sustained by the MVWIB/COL by virtue of any breach of this Contract by the Contractor. The MVWIB/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 MVWIB/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 MVWIB/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 MVWIB/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 MVWIB/COL.

**22. AUDITS**

The Contractor agrees to adhere to the audit requirements of the WIOA Act and/or the requirements of the program, funding source and the regulations promulgated thereunder by the U.S. Department of Labor (20 CFR Part 667.200(b), 20 CFR Part 645.230), the provisions contained in OMB Circular A-133, as applicable, and the procedures and policies of the MVWIB/COL /Commonwealth Corporation/DCS. Where applicable, the Contractor shall submit to the MVWIB/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 MVWIB and City of Lawrence, including its agents, officers and employees against any and all liability and damages the Commonwealth and the MVWIB/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 MVWIB/ COL of any claim within a reasonable time after the Commonwealth and the MVWIB/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.

**MERRIMACK VALLEY WORKFORCE INVESTMENT BOARD**  
**CONSULTANT SERVICES FOR REGIONAL BLUEPRINT IMPLEMENTATION**  
***INVITATION FOR BID (IFB)***

**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 COL fiscal agent (DGA) 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 MVWIB, or COL or DTD/ValleyWorks Career Center must refer to the MVWIB, 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 MVWIB.

**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 MVWIB 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 MVWIB 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



**MERRIMACK VALLEY WORKFORCE INVESTMENT BOARD**  
**CONSULTANT SERVICES FOR REGIONAL BLUEPRINT IMPLEMENTATION**  
***INVITATION FOR BID (IFB)***

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 MVWIB/ COL, including format, contents, details and submission requirements.

At a minimum, records/files concerning MVWIB-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 MVWIB, it's fiscal agent DGA or the Career Center to the Contractor, such as any enrollment documents, intake/assessment testing documents, Individual Service Strategy (ISS), MVWIB 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 MVWIB, funded trainee's participation and progress; Any other documentation or records not otherwise identified in this section which the MVWIB, 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 MVWIB 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 MVWIB 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 MVWIB/COL's other legal remedies, in the event that the Contractor fails to comply with this provision, the parties agree that the MVWIB/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, DCS and the MVWIB 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.

**MERRIMACK VALLEY WORKFORCE INVESTMENT BOARD**  
**CONSULTANT SERVICES FOR REGIONAL BLUEPRINT IMPLEMENTATION**  
***INVITATION FOR BID (IFB)***

**31. NON-ASSIGNABILITY**

This agreement is between the MVWIB, 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 MVWIB /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 MVWIB prior to placing any subcontract. The Contractor shall give the MVWIB 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 MVWIB/COL. The consent, approval, or ratification of a subcontract or any terms thereof shall not put the MVWIB/COL in contractual agreement privately with the subcontractor; shall not, unless otherwise stated, constitute an endorsement or approval of any provision of the subcontract; and shall not relieve the Contractor of its responsibility for the performance and provision of services or its obligation, duty or interest under this Contract. Contractor shall not subcontract with nor delegate to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 "Debarment and Suspension"

**33. UTILIZATION OF MINORITY OR WOMEN-OWNED BUSINESS ENTERPRISES**

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

**34. GRIEVANCE PROCEDURE POLICY**

Pursuant to the procedures set forth below, any individual or organization may file a grievance alleging a violation of the Workforce Innovation & Opportunity Act, rules, regulations, grants or other agreements made under the programs by the Commonwealth of Massachusetts, the Executive office of Labor and Workforce Development, the Department of Career Services, Commonwealth Corporation, MVWIB 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 MVWIB 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

**MERRIMACK VALLEY WORKFORCE INVESTMENT BOARD**  
**CONSULTANT SERVICES FOR REGIONAL BLUEPRINT IMPLEMENTATION**  
***INVITATION FOR BID (IFB)***

grievance procedure may use this procedure by submitting a letter requesting inclusion in MVWIB's Grievance Procedure.

As the WIOA administrative entity the MVWIB/COL (and its Contractors) must inform participants of the MVWIB 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 MVWIB, the Commonwealth Corporation, DCS or its designee and by the Governor or his/her designee, if necessary, in accordance with 20 CFR Parts 627.501, 627.502, 627.503, 627.504 and 20 CFR Part 645.270 (f).

- 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 MVWIB, including procedures to be established for monitoring EEO/AA activities.
- c. This grievance procedure shall be used in all protests, disputes and claims causes in reference to this Agreement.

**35. DISPUTES**

- a. Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement shall be decided by the MVWIB 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 MVWIB or the COL Fiscal Agent a written appeal addressed to the Executive Committee of the MVWIB 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 MVWIB 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.

**MERRIMACK VALLEY WORKFORCE INVESTMENT BOARD**  
**CONSULTANT SERVICES FOR REGIONAL BLUEPRINT IMPLEMENTATION**  
***INVITATION FOR BID (IFB)***

**36. CONFLICTS OF INTEREST/CODE OF CONDUCT**

The Contractor shall comply with the requirements of 20 CFR Part 667.200(4)(i) and 29 CFR Part 97.36(b)(3) 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 MVWIB 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 MVWIB, DTD or its representatives, or otherwise obtained or prepared under the terms of this agreement, shall remain the property of the MVWIB. 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 MVWIB 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 MVWIB. ***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 MVWIB.*** The originals of finished and unfinished documents, data, studies, reports, manuals, materials or programs provided by the Contractor which are **not** copyrightable by the MVWIB or COL or which are already owned or copyrighted by the Contractor shall be specifically identified as a "non-deliverable" in this Contract. The MVWIB 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 MVWIB/DGA. 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 MVWIB/DGA 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.

**MERRIMACK VALLEY WORKFORCE INVESTMENT BOARD**  
**CONSULTANT SERVICES FOR REGIONAL BLUEPRINT IMPLEMENTATION**  
***INVITATION FOR BID (IFB)***

**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 MVWIB/COL, or remit to the MVWIB/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 MVWIB/COL).

**42. MODIFICATIONS**

The MVWIB 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 MVWIB, 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.

**MERRIMACK VALLEY WORKFORCE INVESTMENT BOARD**  
**CONSULTANT SERVICES FOR REGIONAL BLUEPRINT IMPLEMENTATION**  
***INVITATION FOR BID (IFB)***

**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 MVWIB/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.

**MERRIMACK VALLEY WORKFORCE INVESTMENT BOARD**  
**CONSULTANT SERVICES FOR REGIONAL BLUEPRINT IMPLEMENTATION**  
***INVITATION FOR BID (IFB)***

- (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.

**MERRIMACK VALLEY WORKFORCE INVESTMENT BOARD**  
**CONSULTANT SERVICES FOR REGIONAL BLUEPRINT IMPLEMENTATION**  
***INVITATION FOR BID (IFB)***

**Consultant Services for Blueprint Implementation**

**Bids Contents Check List**

<b><u>Bid Forms</u></b>	<b><u>Check If Included</u></b>
Bid Sheet	<input type="checkbox"/>
Work Plan	<input type="checkbox"/>
Proof of Qualifications for each service	<input type="checkbox"/>
Budget on the Bid Sheet	<input type="checkbox"/>
Authorized Signature	<input type="checkbox"/>
Signed Certificate of Non-Collusion Form	<input type="checkbox"/>

Qualifying Criteria Forms

If any of the above are not included, then your Bid will not be reviewed and will be rejected.