



**GREATER NEW BEDFORD  
WORKFORCE BOARD**

Dear Sir or Madam:

The Greater New Bedford Workforce Investment Board, Inc. dba MassHire Greater New Bedford Workforce Board (MHGNBWB) MassHire Greater New Bedford Workforce Investment Board (MHGNBWIB) is seeking proposals from vendors interested in offering real estate suitable for the MHGNBWB and MassHire Greater New Bedford Career Center (MHGNBCC) offices that will meet the minimum requirements specified. Proposals will be received the MHGNBWB office until 11:00AM. Tuesday, May 30th, 2023 as outlined in the attached specifications.

### **MHGNBWB LEASE SITE**

All proposals submitted in response to this RFP will be evaluated and awarded in accordance with the provisions established under Massachusetts General Laws Uniform Procurement Act. Bidders will be required to adhere to the guidelines established under this statute.

A printed original and 1 (flash drive) with an electronic copy of the entire proposal must be mailed or hand delivered in a properly marked, sealed envelope to the MHGNBWB, 1213 Purchase Street, New Bedford MA 02740, proposals delivered elsewhere and not in this office by 11:00 AM Tuesday, May 30<sup>th</sup>, 2023 will not be considered. *Clearly mark envelope containing both the Technical and Cost Proposals “**MHGNBWB/ MHGNBCC LEASE SITE.**”*

Sincerely,

Joseph P. Lopes, MBA  
Executive Director

# **MHGNBWB/CC**

## **LEASE SITE**

### **REQUEST FOR PROPOSALS (RFP)**

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## **SECTION 1 INTRODUCTION**

### **REQUEST FOR PROPOSALS MHGNBWB/MHGNCBCC LEASE SITE**

#### **INTRODUCTION**

The MassHire Greater New Bedford Workforce Board (MHGNBWB) and the MassHire Greater New Bedford Career Center (MHGNBCC) will seek the best and most affordable space for MHGNBWB/MHGNCBCC offices. The MassHire Greater New Bedford Workforce Board has provided employment and training services to Greater New Bedford job seekers for more than twenty years. The MHGNBWB is one of 16 Workforce Development Boards across the Commonwealth of Massachusetts and serves the Ten (10) cities and towns within the Greater New Bedford Workforce Development Area. Workforce Boards and their mission are mandated by the Workforce Innovation and Opportunity Act.

The evaluation of proposals will be conducted by an Evaluation Committee. The Evaluation Committee will be comprised of MHGNBWB Staff & members of the Board of Directors. The Evaluation Committee will make its recommendation to the Board of Directors, who may accept, reject, or modify the recommendation(s), or seek further consideration of the proposals by the Evaluation Committee. The final selection will be subject to the approval of the MHGNBWB Board and appropriation of funds for the lease(s).

#### **PURPOSE**

MHGNBWB offices are currently located at 1213 Purchase Street New Bedford, and MHGNBCC is located at 618 Acushnet Avenue New Bedford. The MHGNBWB seek and prefer proposals from interested parties able to provide the best and most affordable site that most effectively enhances workforce development by enabling easy access to and from the site for MHGNBWB/MHGNCBCC staff, customers, and partners.

#### **BIDDERS CONFERENCE/TOUR**

A Bidder's Conference will be held on 10:00 AM. Tuesday, May 2, 2023

#### **TECHNICAL ASSISTANCE**

There will be an identified sole point of contact with vendors for the purpose of this RFP. Any attempt to contact any other MHGNBWB/MHGNCBCC employee or to circumvent these procedures, in any manner, may be grounds for disqualification of the vendor from the procurement process.

All questions and requests for interpretations must be submitted in writing, **no later 11:00 AM. Wednesday, May 3, 2023.** All answers will be posted on MassHire the MHGNBWB website by 4:00 PM. Tuesday, May 9, 2023.

Joseph P. Lopes, MBA  
1213 Purchase Street  
New Bedford, MA 02740  
[joe@mhgnb.com](mailto:joe@mhgnb.com)  
508-979-1504 X120

MHGNCBWB reserves the right to amend this RFP at any time. Any amendments to this RFP shall be issued through written addenda. It is the bidder's responsibility to make certain they have received any/all addenda relating to their bid prior to the bid opening date. Bidders must indicate acknowledgement of any/all addenda issued on the Bid Form where indicated.

**RFP TIMETABLE**

MHGNBWB intends to progress with this procurement in a series of orderly steps. The schedule that follows has been developed in order to provide adequate information for bidders to prepare definitive proposals and to permit MHGNBWB to fully consider various factors that may affect its decision. These dates will be observed. However, should conditions warrant changing any of them, vendors will be notified.

RFP Release	11:00 AM. Monday, April 10, 2023
Bidder's Conference	10:00 AM. Tuesday, May 2, 2023
Deadline for Bidder Questions	11:00 AM. Wednesday, May 3, 2023
Answers for Bidder Questions	4:00 PM. Tuesday, May 9, 2023
Proposals Due	11:00 AM. Tuesday, May 30, 2023
Site Visit(s)	Tuesday, June 6, 2023
Contract Award	11:00 AM. Thursday, June 15, 2023

## SECTION 2 GENERAL SUBMITTAL REQUIREMENTS

### A. PROPOSAL FORMAT

Two separate sealed proposals marked as Technical & Cost Proposals must be received at this office of the MassHire Greater New Bedford Workforce Board, 1213 Purchase Street, New Bedford MA 02740 on or before **11:00 AM Tuesday, May 30, 2023**

Postmarks and facsimiles will not be accepted.

A package containing a printed original and one (1) thumb-drives (flash drive) with an electronic copy of the Technical proposal shall be submitted to the above location in a sealed envelope clearly marked with the name and address of the proposer and the words ***“MHGNBWB/MHGNBCC LEASE SITE”***

A separate package containing an original signed Cost Proposal shall be submitted to the above location in a sealed envelope clearly marked with the name and address of the proposer and the words ***“MHGNBWB/MHGNBCC LEASE SITE”***

Each vendor must provide all requested information in the formats specified by this RFP. Each proposal must contain a letter of transmittal containing the signature of an authorized representative of the vendor and not more than two individuals authorized to negotiate and sign a contract with the City, on behalf of the prime contractor.

A complete proposal package shall include the following:

A cover letter signed by the property owner(s) or an authorized representative of the property owner(s) indicating the location of the property being offered, price for which the property will be offered to the City, and any other pertinent information concerning the property.

1. Narrative addressing the six (6) questions of the property being offered by the proposer as listed in Section 3 of this RFP.
2. Proposers must submit a plan/design blueprint for the proposed space as required in Section 3 of this RFP.
3. A copy of the deed showing ownership of the property being offered.
4. Sample copy of the lease:
  - a) Name the parties to the lease and the responsible parties to receive any notices under the lease; incorporate by reference the RFP response chosen, including a detailed description of the leased property after build-out.
  - b) Specify the duration of the lease, including any renewal, extension, or other options. As noted in this RFP, MHGNBWB intends to lease for five (5) years retaining the option to extend for an additional two (2) five (5) year options.
  - c) Identify the payment terms, including when payments are due.

- d) Outline and identify all of the responsibilities and obligations of the parties for the leasehold improvements, repairs, maintenance, cleaning, utilities, rubbish disposal, snow removal, liability and casualty insurance, etc.
  - e) Specify that lease amendments must be in writing and signed by individuals authorized to contract on behalf of the proposer and COL/MHGNCBWB.
  - f) Specify what constitutes cause to terminate the lease, what notice must be provided prior to termination, and what opportunity must be granted to correct any problem.
  - g) Prohibit any activity that would constitute a violation of the conflict-of-interest law (M.G.L. c. 278A);
  - h) Specify that the lease constitutes the entire agreement and that there are no agreements other than those incorporated therein.
5. Completed Affidavit of Non-Collusion (form provided).
  6. Completed Tax Attestation Certification (form provided).
  7. Completed Certificate of Authority if Corporation (form provided).
  8. In compliance with M.G.L. Chapter 7C, Section 38, all respondents must also submit a “Disclosure of Beneficial Interests in Real Property Transaction” (form provided).

Proposals received by MassHire Greater New Bedford Workforce Board after the deadline shall be returned unopened to the respective vendors. A firm deadline is necessary to ensure fairness to all vendors.

Delivery of the proposal documents will be at the vendor's expense. Any and all damages that may occur due to packaging or shipping of the proposal documents will be the sole responsibility of the vendor.

MHGNCBWB reserves the right to reject any and all proposals if deemed not advantageous for MHGNCBWB/MHGNCBCC.

All proposals become public information upon bid opening.

### **PROPOSAL WITHDRAWALS**

All proposals received by the MHGNCBWB in response to this RFP shall be considered “final” and may only be withdrawn as provided Massachusetts General Laws Uniform Procurement Act A proposer may correct, modify or withdraw a bid by sealed written notice clearly marked as a correction, modification or withdrawal and received by the Executive Director prior to the time and date set forth for proposal submission.

## **VENDOR QUALIFICATIONS**

The vendor's response must include the following:

1. The number of lease agreements in place with municipal or state agencies in the facility being proposed.
2. The number of lease terminations by a lessee over the past five years with the reasons for termination.
3. The number of lease terminations by the vendor over the past five years with the reasons for termination.
4. A statement relative to any prior experiences that they may have had with leasing to a quasi-state agency or municipality.

## **MINIMUM EVALUATION CRITERIA**

Section 5 contains the Minimum Evaluation Criteria which will be applied to all bidders in order to be considered responsive and responsible. A responsive vendor is a vendor who has submitted a proposal, which conforms in all respects to the request for proposals. A responsible vendor is a vendor who has the capability to perform fully the contract requirements and the integrity and reliability, which assure good faith performance.

## **CLARIFICATION OF PROPOSALS**

Vendors submitting proposals may be required to discuss or clarify its proposal with MHGNBWB at any time during the procurement process.

## **EVALUATION OF PROPOSALS**

Any proposal determined to be non-responsive to any of the Minimum Evaluation Criteria of this RFP will be disqualified without further evaluation. As previously noted, a proposer may correct, modify or withdraw a bid by sealed written notice clearly marked as a correction, modification or withdrawal and received by the Executive Director prior to the time and date set forth for proposal submission. In such a case MHGNBWB may allow the vendor to make minor corrections, except to the Cost Proposal, and apply the change to the evaluation.

All proposals submitted in response to this RFP will be evaluated and awarded in accordance with the provisions established under Massachusetts General Laws Uniform Procurement Act. Vendors will be required to abide by the guidelines established under this statute.

## **SELECTION PROCESS**

A complete review and evaluation of all proposals submitted will be undertaken by the Evaluation Committee.

The Chief Executive Officer/Executive Director or Delegate will independently and collectively evaluate all proposals to ascertain whether they meet the Minimum Evaluation Criteria set forth in Section 5 of this RFP.



Proposals meeting the Minimum Evaluation Criteria will be reviewed by the Evaluation Committee to evaluate submitted blueprints and/or scaled site designs, site locations and the other specifications included in this proposal.

MHGNBWB will determine the full cost of entering into a lease for space at each proposed location, including the proposed rent (which shall include all utilities and amenities, Telecommunications and IT networking costs) and relevant costs which are not included in the rent (such as moving costs, other Optional Factors etc.). This cost analysis will allow MHGNBWB to make a fair comparison of the full costs of qualifying proposals and to determine which proposal meets MHGNBWB/MHGNBCC needs in the most cost-effective manner.

### **CONTRACT AWARD**

Contract(s) shall be awarded to the most advantageous offer from a responsive and responsible proposer(s), taking into consideration all evaluation criteria and price. MHGNBWB plans to award a Contract by **11:00 AM, Thursday, June 15, 2023**

### **B. REJECTION OF PROPOSALS**

The MHGNBWB reserves the right to reject any and all proposals received in response to this RFP. A vendor's proposal may be rejected if the vendor:

- a. Fails to adhere to one or more of the provisions established in this RFP.
- b. Fails to submit its proposal at the time and in the format specified herein or to supply the minimum information requested.
- c. Fails to submit its proposal to the required address on or before the deadline date established by the Transmittal Letter.
- d. Misrepresents its products or provides demonstrably false information in its proposal or fails to provide material information.
- e. Fails to meet the Minimum Evaluation Criteria as specified.

### **MHGNBWB GRIEVANCE PROCEDURE**

Please see the attached MHGNBWB/MHGNBCC Lease Site RFP Grievance Procedures.

### **INDEMNIFICATION**

The vendor shall not be an employee of the MHGNBWB but shall be an independent vendor. The vendor shall indemnify, defend and hold MHGNBWB harmless with respect to all withholding, social security, unemployment compensation, workmen's compensation and all other taxes or amounts of any kind related to the employment of any person providing services in connection with this document.

The vendor shall further agree to indemnify, defend and hold MHGNBWB harmless from any and all claims, actions, costs, expenses, damages and liabilities including reasonable

attorneys' fees, arising out of, connected with or resulting from the negligence or misconduct of the vendor or its employees or other agents in connection with its activities within the scope of this Agreement, insofar as any such loss or claim is not covered by available insurance proceeds.

#### **SITE VISIT**

The Evaluation Committee will conduct site visits of comparatively evaluated proposals. Said proposals will have successfully met the “Minimum Evaluation Criteria,” and will have been rated no worse than “Advantageous” on most or all criteria. The site visit may involve detailed discussions regarding the site’s IT infrastructure and the proposer’s willingness to enhance it if necessary, as detailed in Section 4 Telecommunication / IT Specifications. The visit will occur on Tuesday, June 6th, 2023. Date is subject to change. Vendors will be notified.

The Evaluation Committee site visit impressions will be recorded using the Highly Advantageous, Advantageous, Not Advantageous, and Unacceptable criteria.

### SECTION 3 LEASE SITE SPECIFICATIONS

The Greater New Bedford Workforce Board is seeking proposals from bidders interested in offering office space for lease to accommodate the MHGNBWB/MHGNBCC. Proposer may submit one of two lease options:

- Initial ten-year term, with the option for two separate five-year terms.
- Minimum of 1, five-year term with the option to renew for up to two additional five-year terms.

A Proposer may submit Proposals for more than one site. Each proposed site and its related costs must be perfectly clear. The preferred bidder will lease space for MHGNBWB. The MHGNBWB/MHGNBCC will occupy all of the approximately a combined 10,500 sq. ft. of useable leased space.

**Net Usable Area:** Leased space is to be for the sole use of the MHGNBWB/MHGNBCC and its customers and partners. Under no circumstances will the Net Useable Area include building common area such as elevator shafts, vestibules, stair enclosures, equipment rooms, electrical/mechanical closets, or storage areas. It shall also not include corridors outside the portion of the proposed space to be leased. Net Useable Space will be measured from the predominant inside finish of the permanent outside walls (not the inside face of the windows) to the interior side of the corridors or permanent partitions, and from the center line of partitions to the adjacent assigned space. Deductions will not be made for columns and projections necessary to the building or for partitions sub-dividing the space to be leased.

**Accessibility:** A street level site with no walk-up steps is preferred. The site must otherwise be fully ADA accessible. At the point of lease agreement (when the site is in move-in condition), the site must be handicapped accessible and meet all accessibility requirements. The interior of the site must be fully accessible and flow between the greeting area, meeting room, staff cubicle and management office areas. Elevators must be in safe working order and have current inspection certification clearly visible. Handicap accessible bathrooms must be available.

If a proposed facility is not on a first floor without steps, there must either be wheelchair ramps, executable plans to build them, and reliable and adequately-sized elevators.

Proof of elevator maintenance and reliability must be included with the proposal when applicable.

The selected site will be close to public, regional transportation lines. Ample nearby, no or low-cost parking to accommodate up to fifty-five (55) cars must be available within a five-minute walk.

**Heating & Air-conditioning:** The site must have zoned central air and heating with airflow adequate to accommodate staff and customer usage of up sixty (60) people at one time.

**Timely Availability of Space:** The site must be substantially ready by Friday, September 15, 2023. Therefore, proof of timely availability and the ability to complete a rapid build-out to the specs outlined in this RFP will have weight in the decision-making process.

**Usage:** The proposed site(s) is/are to be utilized for MHGNBWB/MHGNCBCC offices. The site will be staffed by up to forty (40) employees who will provide face-to-face or administrative services to about sixty (60) individuals at one time.

The sites appearance should be clean, up-to-date and of a sort in keeping with professional office services.

**Other Required Factors:**

The following other required factors must be provided by the proposer. Please refer to Section 4 Telecommunication / IT Specifications.

1. **Electrical & Networking:** The site must have electrical and Networking Cabling to safely accommodate about sixty (60) people.
2. **Access to the Site:** The site must be accessible 24 hours a day.
3. **Key Less Entry:** It is advantageous for leased space to have a Key Less Entry.
4. **Control over Thermostats:** The Lessee must have control over leased useable space thermostats.
5. **Tinted Windows & or Blinds:** A site with tinted windows is advantageous (can see out not in) and/or blinds.
6. **Staff Rest Rooms:** A site with two interior individual staff rest rooms is required apart from a general public restroom with daily cleaning of Restrooms
7. **Waste & Recycling:** Onsite Trash Disposal and Recycling.

## **NARRATIVE**

Please provide complete answers to the following six (6) sections and keep your answers to a total length of no more than three pages.

### Section 1: Lease and Build-out Experience

Briefly describe your experience leasing to private, city, federal, and or state entities, your experience with build outs and how you would execute your proposed space design.

### Section 2: The Advantage of the Proposed Location and Site Design

Please ensure that you include mention of the attributes that make your proposed site the best and most affordable location for the MHGNBWB/MHGNBCC office that most effectively enhances workforce development by enabling easy access to and from the site for MHGNBWB Board of Directors, staff, customers, and partners. Please mention the features referred to in this RFP and whatever else you think important.

### Section 3: Required Maintenance and Support

Fully describe all services to be included in the lease, and state How & When the following will be provided:

- a) Cleaning Restrooms /Trash Disposal and Recycling
- b) Maintenance and Repair
- c) Security – i.e., Alarm System, Security Guard, Surveillance Camera
- d) Electricity
- e) Water
- f) Snow Removal
- g) When heating and air conditioning come on-line during season changes

### Section 4: Other Required Factors & Other Optional Factors

Fully describe all services to be included in the lease and state how the following will be provided. Please refer to Section 4 Telecommunication / IT Specifications.

#### **Other Required Factors:**

- a) **Electrical & Networking:** The site must have electrical and Networking Cabling to safely accommodate about sixty (60) people.
- b) **Access to the Site:** The site must be accessible 24 hours a day.
- c) **Key Less Entry:** It is advantageous for the leased space must have Key Less Entry.
- d) **Control over Thermostats:** The Lessee must have control over leased useable space thermostats.
- e) **Tinted Windows & Blinds:** A site with tinted windows is preferred (can see out not in) and blinds.
- f) **Staff Rest Rooms:** A site with two interior individual staff rest rooms is required apart from a general public restroom, with daily cleaning.
- g) **Waste & Recycling:** Onsite Trash Disposal and Recycling.

Section 5: Build-out Schedule

Fully describe your build-out timetable and prospective contractor(s). Cite any required scheduling contingencies.

Proposer must submit a plan/design blueprint for the proposed space that clearly and concisely indicates dimensions, egresses, handicapped parking, elevator shafts, vestibules, stair enclosures, equipment rooms, electrical/mechanical closets, or storage areas.

Section 6: Other Benefits Available

Please describe any additional benefits/bonuses that the site provides and what you are willing to provide at low or no cost to the benefit of the taxpayer (free first month's rent; additional square footage at no cost; funds to assist in moving and materials expenses, existing and recently installed high grade IT wiring etc.).

**SPACE REQUIREMENTS - Please refer to Section 4 Telecommunication / IT Specifications**

- 1) One separate location that measures at 3,500 sq. ft. that can accommodate twelve (12) electrically wired and IT networked offices office measuring an average of 200 sq. ft. each. Key Less Entry preferred. Exterior Window offices are preferred.
  - a) One (1) File room measuring at least 200 sq. ft. file room must be lockable and secure. Key Less Entry preferred.
- 2) One (1) Main Distribution Frame (MDF) Room measuring at least 150 sq. ft., with air conditioning system that maintain the Main Distribution Frame (MDF Room) at 68 degrees F; rated for 24 hours/day x 7 days/week x 365 days/year duty; and with a system capacity designed for 20% growth in heat load without change or upgrade to equipment.
- 3) One (1) large Space that measures at least 5,000 sq. ft that accommodates thirty-two (32) cubicles measuring at least 50 sq. ft. each, and three (3) cubicles measuring at least 75 sq. ft and one (1) small conference room measuring at least 100 sq. ft. in size, and one (1) Staff Break Area measuring at least 200 sq. ft. to have space for a refrigerator, a sink, a counter with space for a microwave, a toaster oven, a coffee machine, chairs and tables accommodating six (6) people.
  - a) For each of the 32 cubicles the landlord must provide and install a floor core with a poke-thru device that accommodates one voice, one data and two electrical outlets. Locations to be confirmed by the User Agency during the design phase.
- 4) One (1) large Meeting Room at least 1,150 sq. ft. that can accommodate about thirty (30) people with chairs and tables.
  - a) Landlord must provide and install a floor core with a poke-thru device that accommodates one voice, one data and two electrical outlets. Locations to be confirmed by the User Agency during the design phase.
- 5) One (1) medium Meeting Room at least 400 sq. ft. able to accommodate about twelve (12) people with chairs and tables. Such room must have a partition so that the room can be divided in to two separate areas.
  - a) Landlord must provide and install a floor core with a poke-thru device that accommodates one voice, one data and two electrical outlets. Locations to be confirmed by the User Agency during the design phase.
- 6) At least two (2) individual restrooms; both handicapped accessible, within the space itself, interior staff restrooms are required apart from restrooms for use by the general public.

## **SECTION 4 TELECOMMUNICATION / IT SPECIFICATIONS**

**Outlets:** Landlord must provide and install 20-amp, 120-volt floor or wall-mounted duplex outlets with independent ground as follows: two per workstation and per 75 square feet of open office area; two in each enclosed office or room of 120 square feet or less; and in each enclosed office or room in excess of 120 square feet, one duplex outlet for every additional 100 square feet or fraction thereof. Plug mold may be installed at transaction counters, one duplex outlet per position. Landlord must not connect more than eight standard duplex receptacles per circuit. Landlord must not connect more than the equivalent of one circuit for every two modular workstations, if applicable.

### **Floor Core with Poke-Thru Device and Empty Conduit with Pull String:**

Landlord must provide and install a floor core with a poke-thru device that accommodates one voice, one data and one electrical outlet in the Large Meeting Room Area, and a 1 ½” empty conduit with pull string from the floor core to the top of the wall closest to the location of a projector to be supplied and installed by Tenant’s vendor. The poke-thru device must accommodate one voice, one data, one electrical, and one A/V outlet. In addition, Landlord must provide and install a universal projector-mounting bracket with appropriate wood blocking and a 110-duplex receptacle in the ceiling tile.

Landlord must provide and install telephone communication outlets as following: two (2) voice and two (2) data in each separate area of the Large Meeting Room and 10 data lines in one half of the Large Meeting Room. Locations to be confirmed by the User Agency during the design phase. Landlord must provide, at Landlord’s expense, a qualified communications installer certified in the installation of low voltage cabling authorized by the User Agency to cable for telephone.

**Voice Cabling:** Landlord must provide and install a complete voice cabling system for the leased space that conforms to the Executive Office of Technology Services and Security (EOTSS) Cabling Standards and Guidelines, including all horizontal station cabling, communications outlets, modular connectors, permanent connectors and vertical distribution systems (or riser backbones) with copper riser cable for voice, and access conduits, one plenum-rated inner duct with pull string from the Building Demarc to the Tenant’s Main Distribution Frame (MDF), and sleeved cores. A printable version of EOTSS’s Cabling Standards and Guidelines may be downloaded from <<https://www.mass.gov/doc/eotss-cabling-and-standards-guidelines/download>>. Landlord must provide and install adequate wall-mounted plywood backboard, and 110 punch-down blocks or rack-mounted modular RJ-45 patch panels. Landlord must pre-cable each telephone jack/extension from the modular patch panel in the Main Distribution Frame (MDF) to the extension location, including all individual jack locations in the modular systems furniture. Pre-cabling must consist of one plenum-rated Category 6/6e, 24 AWG, Unshielded Twisted Pair (UTP) cable connecting to dual faced modular RJ-11 or RJ-45 jacks, or as required by the voice-station equipment, at the extension. The exact jack type must conform to EOTSS’s Cabling Standards and Guidelines.



Landlord must provide a secure storage area in the Building for telephone equipment at no cost to the User Agency one month before the initial scheduled date of occupancy of the proposed space. The User Agency must be permitted access to the proposed Premises before the date of occupancy without charge to install the voice/data system and other fixtures as required. Landlord must allow the telephone service provider access into the building before occupancy to enable the installation of trunk lines and interface equipment. The trunk lines must terminate within the space occupied by the User Agency, in the MDF.

**Data Cabling:** Landlord must provide and install a complete data cabling system for the leased space that conforms to the Executive Office of Technology Services and Security (EOTSS) Cabling Standards and Guidelines, including all horizontal station cabling, communications outlets, modular connectors, permanent connectors and vertical distribution systems (or riser backbones) with fiber riser cables for data, and access conduits and sleeved cores. A printable version of EOTSS's Cabling Standards and Guidelines may be downloaded from <https://www.mass.gov/doc/eotss-cabling-and-standards-guidelines/download>. Landlord must provide and install adequate plywood backboard, and rack-mounted modular RJ-45 patch panels.

Landlord must pre-cable each data jack/extension from the rack-mounted modular RJ-45 patch panel in the MDF to the jack location, including all individual jack locations in the modular systems furniture. Pre-cabling must consist of two plenum-rated Category 6, 24 AWG, Unshielded Twisted Pair (UTP) cables connecting to dual faced modular RJ-45 jacks, or as required by the data equipment, at the extension. The exact jack type must conform to EOTSS's Cabling Standards and Guidelines. Installation must not exceed a 100-meter insertion loss. Landlord must supply patch panels and equipment cabling as required by the User Agency during the design phase. All data cabling must conform to EOTSS's Cabling Standards and Guidelines, including a physical cable test with signed acceptance.

Landlord must provide and install data outlets as follows: four on one side of the Large Meeting Room partition, and any other room/office of 250 square feet or less; three in all rooms/offices greater than 250 square feet or more in rooms noted in the Space Allocation and Finish Schedule, and one per workstation and per 150 square feet of open space area. Locations to be confirmed by the User Agency during the design phase. Landlord must provide, at Landlord's expense, a qualified data cabling installer certified in the installation of low voltage cabling authorized by the User Agency to cable for data.

Landlord must provide and install all telecommunications cabling neatly without using any electrical conduits, plumbing, heating or air conditioning structures for support. Cabling must be routed so that it does not interfere with access to panels, switches, valves or other

maintenance systems. All data cabling must be at least one foot away from power unless it is run in separate conduit or cable trays. All twisted pair cable must be tested by the installer for opens, shorts, crossed pair, properly terminated connections and the ability to meet Category 6/6e. All test results must be included in the Cable Documentation.

All cables must be marked clearly and legibly at both ends. All cables must be labeled with floor, room, and jack number for ease of identification. Station locations must be marked on connection blocks at the MDF. The first pin for each station cable must be identified.

**Cable Documentation:** The cable installer must provide clean and legible “as-built” cable drawings and records as part of the system installation. These drawings must, at a minimum, show the location of the MDF, all distributing cable runs, and all outlets. Cable record must, at a minimum, include station number, horizontal and riser distribution cable numbers and all other information necessary to correlate cable runs and terminating locations. Cable records must also include the cable lengths for all distribution and outside plant cable (by segment) and the locations of any splices. Cable test results must be included in the Cable Documentation.

**Main Distribution Frame (MDF):** Landlord must provide and install dedicated power to the MDF, as well as any electrical adapters or receptacles required to operate the User Agency’s voice, and data, in accordance with the most recent edition of the Electrical Code. The electrical panels serving the MDF must be located in the MDF. For the purposes of this RFP, Proposer must assume a need for 6 duplex receptacles each on a dedicated 20-amp circuit and 2 L6-30R NEMA receptacles each on a dedicated 30-amp circuit mounted to the side of the cable trays. In addition to general lighting, Landlord must install two emergency power failure lights, and six convenience outlets.

Landlord must equip the MDF with the following:

- hand-held fire extinguishers at locations and in the amount indicated by codes
- a protective cage on each sprinkler head
- a smoke-detection system linked to the Building’s fire alarm system
- a water-detection system linked to the security system monitoring service
- an ambient-temperature and humidity monitoring system linked to the security-system monitoring service
- air-conditioning system designed to maintain the following environmental conditions 24/7 at full load heat dissipation: ambient temperature of not more than 68 degrees Fahrenheit and relative humidity of 30% to 50%. Landlord’s design professionals must survey the User Agency’s equipment to be housed in the MDF and must design an air-conditioning system sufficient for the equipment, plus a 30% load increase

- approximately 4'-0" x 4'-0" of off-set wall-mounted studded 3/4" fire-retardant treated plywood backboards
- a 12"-wide ceiling-mounted cable-tray system (assume 1.5 times the perimeter of the room)
- a minimum of two 19" two-post server rack, and one four-post server rack for installation of the User Agency's equipment
- a comprehensive grounding system for all electric circuits, cabinets, devices, battery racks, and non-current-carrying metallic parts, in compliance with the most recent edition of the Electrical Code. The MDF must be kept free of dust during construction, and equipment that produces radio-frequency interference (RFI) or electromagnetic interference (EMI) must not be located in the MDF.

The MDF should be centrally located within the User Agency's Premises. During the design phase, Landlord's design professionals must survey the User Agency's equipment to be housed in the MDF and must confirm that the proposed lay out of the User Agency's equipment, including a 30% growth factor, and the Landlord's air conditioning equipment does not exceed the structural capacity of the floor in the MDF.

**Security Systems Intrusion Alarm:** Landlord must provide and install an intrusion alarm system to serve the Premises. This system must, at a minimum, include motion detectors and contact alarms for all doors and operable windows, all of which must be connected to a security monitoring service staffed 24/7 to alert Landlord's property manager and User Agency. The system must be approved by the User Agency before Landlord installs the system.

**Staff Break Area:** In the Staff Break Area, landlord must provide and install three wall-mounted, three-pronged, ground fault outlets above the counter, and the number of 20-amp, 120-volt outlets necessary to power an Agency supplied microwave oven and refrigerator. All power outlets at the Staff Break Area must each be connected to a separate, dedicated circuit.

SECTION 5 MINIMUM & COMPARATIVE EVALUATION CRITERIA

**MINIMUM EVALUATION CRITERIA**

A contract(s) will be awarded to a responsive and responsible vendor who has submitted a proposal which conforms in all aspects to the Request for Proposal. A responsive vendor is a vendor who has submitted a proposal, which conforms in all respects to the request for proposals. A responsible vendor is a vendor who has the capability to perform fully the contract requirements and the integrity and reliability to, which assure good faith performance.

At a minimum, all building spaces being offered to the Greater New Bedford Workforce Board as a result of this RFP, must meet the following requirements. Proposals which do not meet the minimum requirements as set forth herein may be considered unresponsive, at the Greater New Bedford Workforce Board's sole discretion, and may be rejected.

- a) Bidder's proposal includes all required documents and has been submitted by the site owner or its authorized agent.

YES \_\_\_\_\_ NO \_\_\_\_\_

- b) Site offered is in full compliance with all applicable Federal, State and local code requirements. Such codes include, but are not limited to, the Commonwealth of Massachusetts Building Code, Fuel Code, Gas Code, Plumbing Code and the Americans with Disabilities Act.

YES \_\_\_\_\_ NO \_\_\_\_\_

- c) Proposer is proposing a site that is located in New Bedford, MA.

YES \_\_\_\_\_ NO \_\_\_\_\_

- d) Proposer has offered and clearly identified sufficient ADA compliant accessibility and handicapped parking in close proximity of the proposed lease space?

YES \_\_\_\_\_ NO \_\_\_\_\_

## COMPARATIVE EVALUATION CRITERIA

During the evaluation process, the Evaluation Committee will apply the following evaluation categories to all vendors that have satisfied the minimum requirements in Section 4 of this RFP. These evaluation categories are: HIGHLY ADVANTAGEOUS, ADVANTAGEOUS, NOT ADVANTAGEOUS AND UNACCEPTABLE.

Proposers should clearly respond in writing to each criterion as enumerated, responses to the following areas shall be complete and full.

### 1. **Amount of space offered by proposer**

*Highly Advantageous*

Site offered is 10,500 sq. ft. or more on two floors as following: street level space of 7,000 sq. ft. with no walk-up steps and 3,500 sq. ft of divided office space. Handicap accessible access to all leased space.

*Advantageous*

Site offered is less than 10,000 sq. ft. but more than 9,5000 sq. ft on two floors: street level space of 7,000 sq. ft. with fewer than three walk-up steps and 3,000 sq. ft of divided office space. Handicap accessible access to all leased space.

*Not Advantageous*

Site offered is less than 10,000 sq. ft. on a single floor and is not street level and has more than three walk-up steps. Not handicapped accessible.

*Unacceptable*

Site offered is less than 10,000 sq. ft. on one floor is not street level and does not meet ADA requirements.

### 2. **Timely availability of space**

*Highly Advantageous*

Full access to the space with build outs completed by September 15, 2023

*Advantageous*

Phased in access to the space with 100% of the large 7,000 square room complete and 50% of the office's spaces completed by September 15, 2023; all other remaining spaces completed by October 9, 2023

*Not Advantageous*

Phased in access to the space with 100% of the large 7,000 square room complete and 0% of the office's spaces completed by September 15, 2023.

*Unacceptable*

Full access to the space with build outs completed after September 15, 2023.

**3. Lease Cost**

*Highly Advantageous*

Lease cost includes all of the Maintenance and Support, all of the Other Required Factors and all of the Other Optional Factors.

*Advantageous*

Lease cost includes all of the Maintenance and Support and some of the Other Required Factors.

*Not Advantageous*

Lease cost includes some of the Maintenance and Support, but does not include any of the Other Required Factors.

*Unacceptable*

Lease cost does not include Maintenance and Support and none of the Required Factors.

**4. Parking**

*Highly Advantageous*

Proposer has offered no-cost parking to accommodate up to fifty (50) cars and is within a five-minute walk of the lease space.

*Advantageous*

Proposer has offered no-cost parking to accommodate up to forty (40) cars and is within a five-minute walk of the lease space.

*Not Advantageous*

Proposer has offered low-cost parking to accommodate less than forty (40) cars but more than thirty (30) and is located more than a five-minute walk away of the lease space.

*Unacceptable*

Proposer has not offered any no-cost or low-cost parking.

5. **Architectural/Design Plan and Site Specifications**

*Highly Advantageous*

Proposer has offered a site that meets all build-out specifications and has provided a clear, concise scaled design plan that identifies space dimensions and egresses.

*Advantageous*

Proposer has offered a site that meets some of the build-out specifications and has provided a scaled design plan that identifies space dimensions and egresses.

*Not Advantageous*

Proposer has offered a site that meets build-out specifications but has not provided a scaled design plan that identifies space dimensions and egresses.

*Unacceptable*

Proposer has not offered a site that meets build-out specifications and did not provide a scaled design plan that identifies space dimensions and egresses.

## **SECTION 6 BID FORM – COST PROPOSAL**

### **MHGNBWB / MHGNBCC LEASE SITE**

Vendor may make multiple copies of this sheet to accompany each building(s) being offered.

The undersigned has read the Request for Proposals (RFP) and has carefully examined all specifications therein. The undersigned certifies that prior to occupancy by the Greater New Bedford Workforce Board, the proposed property complies with all RFP specifications unless stated otherwise in this Proposal: that he/she is an eligible Proposer as defined in this RFP; and that there are no known obstacles to prevent the owner from executing a lease or which could invalidate such an agreement. The undersigned agrees to provide a notarized statement listing the names and residences of all persons who have a direct or indirect beneficial interest in the property, as required by M.G.L. Chapter 7C, Section 38 (formally M.G.L. Chapter 7, Section 40J) and certification that all state taxes have been paid by the owner in accordance with M.G.L. Chapter 62C, Section 49A. The undersigned further agrees that the owner of the proposed property, if selected, will enter a lease.

The undersigned further certifies that under penalties of perjury that this proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in the subsection the word “person” shall mean natural person, joint venture, partnership, corporation, or other business or legal entity. The undersigned further certifies under penalty of perjury that said undersigned is not presently debarred from bidding on public contracts by either the Commonwealth of Massachusetts or the United States Department of Housing and Urban Development.

The undersigned acknowledges that the City may reject all proposals, or waive portions of the RFP for all proposals, if it is deemed in the best interest of the MassHire Greater New Bedford Workforce Board to do so.



The undersigned proposes to lease property to the MassHire Greater New Bedford Workforce Board as follows:

1. Property Location \_\_\_\_\_
2. Tax Map and Lot Number    TM\_\_\_\_\_ TL\_\_\_\_\_ Subdivision Lot\_

A copy of the current deed(s) (with Registry of Deeds Book and Page reference) is attached.

3. Owner(s) name(s) \_\_\_\_\_

4. Owner(s) mailing address \_\_\_\_\_  
 \_\_\_\_\_

5. Owner(s) telephone number \_\_\_\_\_

6. Owner(s) email address \_\_\_\_\_

7. SUMMARY OF COST:

The vendor shall submit an annual lease cost for a five-year contract term.

Net Usable Area Square Footage: \_\_\_\_\_

	Year 1	Year 2	Year 3	Year 4	Year 5
Site Sq. Footage	_____ sq.ft.	_____ sq.ft.	_____ sq.ft.	_____ sq.ft.	_____ sq.ft.
Cost per sq. ft.	\$ _____ sq.ft.	\$ _____ sq.ft.	\$ _____ sq.ft.	\$ _____ sq.ft.	\$ _____ sq.ft.
<b>Annual lease cost</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>

Additional up to two (2) five-year option to renew

	Year 6	Year 7	Year 8	Year 9	Year 10
Site Sq. Footage	_____ sq.ft.	_____ sq.ft.	_____ sq.ft.	_____ sq.ft.	_____ sq.ft.
Cost per sq. ft.	\$ _____ sq.ft.	\$ _____ sq.ft.	\$ _____ sq.ft.	\$ _____ sq.ft.	\$ _____ sq.ft.
<b>Annual lease cost</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>

	Year 11	Year 12	Year 13	Year 14	Year 15
Site Sq. Footage	_____ sq.ft.	_____ sq.ft.	_____ sq.ft.	_____ sq.ft.	_____ sq.ft.
Cost per sq. ft.	\$ _____ sq.ft.	\$ _____ sq.ft.	\$ _____ sq.ft.	\$ _____ sq.ft.	\$ _____ sq.ft.
<b>Annual lease cost</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>

8. (Please check one)

Architectural/Design Plan for site(s) offered \_\_\_\_\_ is attached \_\_\_\_\_ is NOT attached.

9. This proposal includes addenda numbered \_\_\_\_\_

10. Estimated date when the space will be available for full occupancy Date \_\_\_\_\_

Signed: \_\_\_\_\_

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

**SECTION 7 REQUIRED FORMS**

**CERTIFICATE OF NON-COLLUSION**

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

---

Signature of authorized person-signing proposal

---

Name of business

---

Date

## CERTIFICATE OF TAX COMPLIANCE

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

---

Social Security Number or  
Federal Identification Number

---

Signature of Individual or  
Corporate Name

---

*Corporate Officer*  
*(if applicable)*

**Clerk Certificate Authorization to Sign Contract**

The proposal must include the following form:

**CLERK CERTIFICATE AUTHORIZATION TO SIGN CONTRACT**

At a duly authorized meeting of the Board of Trustees/Directors of the

\_\_\_\_\_ held on \_\_\_\_\_ at which  
(Name of Organization) (date)

Trustees/Directors were present and waived notice, it was VOTED, that

\_\_\_\_\_, \_\_\_\_\_ of this organization  
(Name) (Officer)

is authorized to execute contracts in the name and behalf of said organization, and affix its corporate seal thereto; and such execution of any contract or obligation in this

organization's name on its behalf by such \_\_\_\_\_ under seal of the  
(Officer)

organization shall be valid and binding upon this organization.

I hereby certify that I am the clerk of the \_\_\_\_\_  
(Organization)

and that \_\_\_\_\_ is the duly elected \_\_\_\_\_ (Name)  
(Officer)

of said organization, and that the above vote has not been amended or rescinded and remains in full force and effect as of this date.

Corporate Seal Here:  
(if no seal, print "none:)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**Disclosure Statement for Transaction with a Public Agency Concerning Real Property  
M.G.L. c.7C, s.38**

**DISCLOSURE STATEMENT FOR  
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY  
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

**INSTRUCTION SHEET**

**NOTE:** The Division of Capital Asset Management and Maintenance (DCAMM) shall have no responsibility for insuring that the Disclosure Statement has been properly completed as required by law. Acceptance by DCAMM of a Disclosure Statement for filing does not constitute DCAMM's approval of this Disclosure Statement or the information contained therein. Please carefully read M.G.L. c. 7C, s. 38 which is reprinted in Section 8 of this Disclosure Statement.

**Section (1):** Identify the real property, including its street address, and city or town. If there is no street address then identify the property in some other manner such as the nearest cross street and its tax assessors' parcel number.

**Section (2):** Identify the type of transaction to which this Disclosure Statement pertains --such as a sale, purchase, lease, etc.

**Section (3):** Insert the exact legal name of the Public Agency participating in this Transaction with the Disclosing Party. The Public Agency may be a Department of the Commonwealth of Massachusetts, or some other public entity. Please do not abbreviate.

**Section (4):** Insert the exact legal name of the Disclosing Party. Indicate whether the Disclosing Party is an individual, tenants in common, tenants by the entirety, corporation, general partnership, limited partnership, LLC, or other entity. If the Disclosing Party is the trustees of a trust, then identify the trustees by name, indicate that they are trustees, and add the name of the trust.

**Section (5):** Indicate the role of the Disclosing Party in the transaction by checking one of the blanks. If the Disclosing Party's role in the transaction is not covered by one of the listed roles, then describe the role in words.

**Section (6):** List the names and addresses of **every** legal entity and **every** natural person that has or will have a **direct or indirect** beneficial interest in the real property. The only exceptions are those stated in the first paragraph of the statute that is reprinted in Section 8 of this Disclosure Statement. If the Disclosing Party is another public entity such as a city or town, insert "inhabitants of the (name of public entity)." If the Disclosing Party is a non-profit with no individual persons having any beneficial interest, then indicate the purpose or type of the non-profit entity. If additional space is needed, please attach a separate sheet and incorporate it by reference into Section 6.

**Section (7):** Write “none” in the blank if none of the persons mentioned in Section 6 is employed by DCAMM. Otherwise list any parties disclosed in Section 6 that are employees of DCAMM.

**Section (8):** The individual signing this statement on behalf of the Disclosing Party acknowledges that he/she has read the included provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts.

**Section (9):** Make sure that this Disclosure Statement is signed by the correct person. If the Disclosing Party is a corporation, please make sure that this Disclosure Statement is signed by a duly authorized officer of the corporation as required by the statute reprinted in Section 8 of this Disclosure Statement.

This completed and signed Disclosure Statement should be mailed or otherwise delivered to:



Deputy Commissioner for Real Estate  
Division of Capital Asset Management and Maintenance  
One Ashburton Place, 15<sup>th</sup> Floor, Boston, MA 02108



**DISCLOSURE STATEMENT FOR  
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY  
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

- (1) REAL PROPERTY:
  
- (2) TYPE OF TRANSACTION, AGREEMENT, or DOCUMENT:
  
- (3) PUBLIC AGENCY PARTICIPATING in TRANSACTION:
  
- (4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY (IF NOT AN INDIVIDUAL):
  
- (5) ROLE OF DISCLOSING PARTY (Check appropriate role):

\_\_\_\_\_ Lessor/Landlord                      \_\_\_\_\_ Lessee/Tenant

\_\_\_\_\_ Seller/Grantor                      \_\_\_\_\_ Buyer/Grantee

\_\_\_\_\_ Other (Please describe): \_\_\_\_\_

- (6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

NAME

RESIDENCE

- (7) None of the above- named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert “none” if none):
- (8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

*No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee’s interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arm’s length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.*

*Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.*

*The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.*

**DISCLOSURE STATEMENT FOR  
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY  
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

- (9) This Disclosure Statement is hereby signed under penalties of perjury.

\_\_\_\_\_  
PRINT NAME OF DISCLOSING PARTY (from Section 4, above)

\_\_\_\_\_  
AUTHORIZED SIGNATURE OF DISCLOSING PARTY    DATE (MM / DD / YYYY)

\_\_\_\_\_  
PRINT NAME & TITLE OF AUTHORIZED

**SECTION 8 PROPOSAL CHECKLIST**

**(FORMS & SUBMISSIONS)**  
***Site Proposal***

**Signed Cover Sheet**

**Narrative**

- 1. Lease and Build-out Experience
- 2. The Advantages of the Proposed Location and Site Design
- 3. Maintenance and Support
- 4. Other Required Factors
- 5. Build-out Schedule with plan/design blueprint
- 6. Other benefits Available

**Proposers must submit a plan/design blueprint for the proposed space as required in Section 3 of this RFP**

***Required Forms:***

- a) Certificate of Non-Collusion
- b) Certificate of Tax Compliance
- c) Clerk Certificate Authorization to sign Contract
- d) Disclosure Statement for Transaction with a Public Agency  
Concerning Real Property
- e) Deed showing Ownership of property
- f) Letter authorizing third party to represent owner, if required

Proposal Contents Checklist

***Cost Proposal***

Signed Cost Proposal Sheet (Section 5 of this RFP)

## **SECTION 9 MHGNBWB GRIEVANCE COMPLAINT POLICY**

Document follows this page.

<b>MASSHIRE GREATER NEW BEDFORD WORKFORCE BOARD dba MASSHIRE GREATER NEW BEDFORD WORKFORCE BOARD</b>	Section:	Agency Policies & Procedures
	Eff Date:	Revision Date:
	Page 38 of 4	

The MassHire Greater New Bedford Workforce Board (MHGNBWB) sets or reasserts the following:

**FORMAL GRIEVANCE / COMPLAINT POLICY**

Who May File:

Equal Opportunity Is the Law

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

**Complaints Lodged and Time Frames:**

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

A written complaint must include the complainant's full name, telephone number and address and the date of filing. Written complaints must also provide a clear, brief statement of the facts and alleged violation, relevant dates, and other information to assist the investigation and resolution of the complaint. If the complainant needs assistance one of the MassHire Greater New Bedford Workforce Board staff will assist the customer seeking to file the complaint including assistance with completing all associated forms.

Procedure to File:

**Type of Complaint:**

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

OR

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

**Where to file the complaint/grievance:**

Complaints against the MassHire Greater New Bedford Workforce Board, subrecipient, or contractor:

**Primary Contact: Local Complaint Officer**

Deborah Meggison  
Grievance Officer  
MassHire Greater New Bedford Workforce Board

1213 Purchase St Box 11  
2<sup>nd</sup> Floor  
New Bedford, MA 02740  
508-979-1504  
Email: [deborah@mhgnb.com](mailto:deborah@mhgnb.com)

**Back-up Contact**

Rodney Solomon  
Director  
MassHire Greater New Bedford Career  
Center

618 Acushnet Ave  
New Bedford, MA 02740  
508-990-4108  
Email: [rsoloman@masshiregnbcc.com](mailto:rsoloman@masshiregnbcc.com)

**When to file the complaint:**

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

**Resolution of the complaint:**

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

If the complaint was initiated by a Migrant and Seasonal Farm Worker (MSFW) – the local

Complaint Officer has within 5 days from the date a written complaint is received.

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

If the MassHire Greater New Bedford Workforce Board has made a written request to the complainant (or the complainant's authorized representative) for additional information, the 15-day period (or in the case of an MSFW initiated complaint, the 5-day period) does not begin until the requested information has been received by the local MassHire Greater New Bedford Workforce Board.

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

**Appeal of the complaint if resolution is not reached at the local MassHire Greater New Bedford Workforce Board:**

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

**Local Hearings:**

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

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

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

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



In conjunction with the hearing process the Hearing Official:

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

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

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

Where to file the appeal:

To State Complaint Officer:



State Complaint Officer

Jose V. Ocasio, Complaint Officer

Department of Career Services

19 Staniford Street

Charles F. Hurley Bldg.

Boston, MA 02114

Email : [dcsunifiedcomplaint@massmail.state.ma.us](mailto:dcsunifiedcomplaint@massmail.state.ma.us)

Telephone: 617-626-5587

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

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

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

**Type of Complaint:**

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

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

**SECTION 10 MHGNBWB TERMS & CONDITIONS**

Document follows this page.

**MASSHIRE GREATER NEW BEDFORD WORKFORCE  
BOARD  
CONTRACT TERMS, CONDITIONS AND ASSURANCES  
SUBRECIPIENT & VENDOR CONTRACTS**

**1. DEFINITIONS:**

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

- a. **"Agreement" or "Contract"** This document, including all attachments, addenda, and, by reference, applicable Department of Labor (DOL) and Commonwealth of Massachusetts Regulations.
- b. **"Authorized Representatives"** Any person or persons on board or chief elected official (other than the Contracting Officer) authorized to act for the head of the agency.
- c. **"Contracting Officer"** The person executing this contract on behalf of the funding agency, and any other individual who is properly designated Contracting Officer; and the term includes, except as otherwise provided in this contract, the authorized representative of a Contracting Officer within the limits of his authority. The Contracting Officer will be the only individual who can legally commit the MassHire Greater New Bedford Workforce Investment Board dba MassHire Greater New Bedford Workforce Board (MHGNBWB) 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. **MassHire Greater New Bedford Workforce Investment Board dba MassHire Greater New Bedford Workforce Board (MHGNBWB)** - 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 GNB.
- k. **"Modifications"** - Any changes, amendments, or emendations to this contract which affect the intent, cost, quality or length of contracted services.
- l. **"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.
- m. **"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.
- n. **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.

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

2. **MASSHIRE GREATER NEW BEDFORD WORKFORCE BOARD FISCAL AGENT**

The MHGNBWB Fiscal Agent 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 MHGNBWB 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 or MMHGNBWB 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 Greater New Bedford Workforce Investment Board prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, including that a facility to be utilized for the grant is under consideration to be listed on the EPA list of Violating Facilities.

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

8. **CERTIFICATION REGARDING DEBARMENT**

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

9. **SECTARIAN ACTIVITY PROHIBITED**

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

10. **HEALTH AND SAFETY**

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

11. **CHILD LABOR**

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

12. **NEPOTISM**

No Contractor will hire a person in an On-The-Job Training position, administrative capacity or consultant position funded under WIOA or any other funds provided through the MHGNBWB or 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 Greater New Bedford Workforce Board. The Contractor agrees to inform the MHGNBWB 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 MHGNBWB and authorizations to spend for particular purposes are made on a fiscal year basis. The fiscal year of the MHGNBWB is the twelve-month period ending June 30<sup>th</sup> of each year. The obligation of the MHGNBWB/MHGNCBCC 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 MHGNBWB/MHGNCBCC of funds sufficient to discharge the MHGNBWB/MHGNCBCC 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 MHGNBWB 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 MHGNBWB approval until the Contractor is advised by the MHGNBWB in writing that there is no objection to so proceeding. The Contractor agrees to refund to the MHGNBWB/MHGNCBCC 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 MHGNBWB/MHGNCBCC by the Contractor from funds other than those granted to the Contractor by the MHGNBWB/MHGNCBCC 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 MHGNBWB/MHGNCBCC 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 MHGNBWB/MHGNCBCC 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 MHGNBWB 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 MHGNBWB/MHGNBCC 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 MHGNBWB, and/or Commonwealth Corporation or the Massachusetts Executive Office of Labor and Workforce Development MassHire Department of Career Services. Wherever feasible, the MHGNBWB, 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 MHGNBWB 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 MHGNBWB/MHGNBCC 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 MHGNBWB/MHGNBCC. The MHGNBWB/MHGNBCC 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 MHGNBWB/MHGNBCC 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 MHGNBWB/MHGNBCC 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 MHGNBWB, 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 MHGNBWB/MHGNBCC 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 MHGNBWB/MHGNBCC 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 MHGNBWB 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 MHGNBWB 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 MHGNBWB/MHGNBCC for injury or damages sustained by the MHGNBWB/MHGNBCC by virtue of any breach of this Contract by the Contractor. The MHGNBWB/MHGNBCC 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 MHGNBWB/MHGNBCC 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 MHGNBWB/MHGNBCC will withhold any payments to the Contractor for the purpose of offset until such time as the exact amount of damages due to the MHGNBWB/MHGNBCC 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 MHGNBWB/MHGNBCC.

**22. AUDITS**

Organization-wide or program-specific audits shall be performed in accordance with Subpart F, the Audit Requirements of the Uniform Guidance which apply to audits for fiscal years beginning on or after December 26, 2014. DOL awards recipients including for-profit and foreign entities that expend \$ 750,000 or more in a year from any Federal awards must have an audit conducted for that year in accordance with the requirements contained in 2 CFR 200.501. OMB's approved exception at 2 CFR 2900.2 expands the definitions of 'non-Federal entity' to include for-profit entities and foreign entities. For-profit and foreign entities that are recipients or subrecipients of a DOL award must adhere to the Uniform Guidance at 2 CFR 200. Where applicable, the Contractor shall submit to the MHGNBWB/MHGNBCC 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 the MHGNBWB, including its agents, officers and employees against any and all liability and damages the Commonwealth and the MHGNBWB/MHGNBCC 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 MHGNBWB/MHGNBCC of any claim within a reasonable time after the Commonwealth and the MHGNBWB/MHGNBCC 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 MHGNBWB/MHGNBCC 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 MHGNBWB/MHGNCBCC must refer to the MHGNBWB 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 MHGNBWB.

**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 MHGNBWB 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 MHGNBWB 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 MHGNBWB/MHGNCBCC including format, contents, details and submission requirements.

At a minimum, records/files concerning MHGNBWB-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 MHGNBWB, or the MHGNCBCC to the Contractor, such as any enrollment documents, intake/assessment testing documents, Individual Service Strategy (ISS), MHGNBWB 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 MHGNBWB, funded trainee's participation and progress; Any other documentation or records not otherwise identified in this section which the MHGNBWB, or its agents may subsequently request of the Contractor should be maintained for a period of seven (7) years from the contract end date.

**29. EXAMINATION OF RECORDS**

The Contractor agrees that the Governor, the Executive Office of Labor & Workforce Development (EOLWD), the President of Commonwealth Corporation, the State Auditor, the U.S. Department of Labor, the MassHire Department of Career Services or the MHGNBWB 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 MHGNBWB 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 MHGNBWB/MHGNBCC other legal remedies, in the event that the Contractor fails to comply with this provision, the parties agree that the MHGNBWB/MHGNBCC 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 MHGNBWB 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 MHGNBWB/MHGNBCC 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 MHGNBWB/MHGNBCC 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 MHGNBWB/MHGNBCC prior to placing any subcontract. The Contractor shall give the MHGNBWB/MHGNBCC 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 MHGNBWB/MHGNBCC. The consent, approval, or ratification of a subcontract or any terms thereof shall not put the MHGNBWB/MHGNBCC 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, MHGNWB/MHGNCBCC 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 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 MH MHGNBWB/MHGNCBCC 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 MHGNBWB's Grievance Procedure.

As the WIOA administrative entity the MHGNBWB/MHGNCBCC (and its Contractors) must inform participants of the MHGNBWB 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 MHGNBWB, 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 MHGNBWB, 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 MHGNBWB Executive Director who shall present a decision in writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the duly authorized representatives shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or other-wise furnishes to the MHGNBWB or the Fiscal Agent a written appeal addressed to the Executive Committee of the MHGNBWB 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 MHGNBWB Executive Director.
- b. This "Dispute" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above, provided that nothing in this Contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

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

The Contractor shall comply with the requirements of 20 CFR Part 667.200(4) (i) and 2 CFR 200.112 & 200.318 which address codes of conduct and real or apparent conflict of interest issues. No officer, member or employee of the Contractor shall cast a vote on, or participate in, any decision making capacity (including discussions to which all proposers are not afforded equal opportunity) on the provision of services by such officer, member or employee (or any organization which that officer, member or employee directly represents), or on any matter which would provide any direct financial benefit to that officer, member or employee, or a member of their immediate family. The Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. No officer, member, or employee of the MHGNBWB, 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 MHGNBWB, or its representatives, or otherwise obtained or prepared under the terms of this agreement, shall remain the property of the MHGNBWB. 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 MHGNBWB 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 MHGNBWB. ***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 MHGNBWB.*** The originals of finished and unfinished documents, data, studies, reports, manuals, materials or programs provided by the Contractor which are ***not*** copyrightable by the MHGNBWB or which are already owned or copyrighted by the Contractor shall be specifically identified as a "non-deliverable" in this Contract. The MHGNBWB 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 MHGNBWB. 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 MHGNBWB.

**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 MHGNBWB/MHGNBCC, or remit to the MHGNBWB/MHGNBCC 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 MHGNBWB/MHGNBCC).

**42. MODIFICATIONS**

The MHGNBWB Executive Director and/or 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 MHGNBWB 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 MHGNBWB/MHGNCB 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.

MassHire Programs & Services are funded in part by US Department of Labor (USDOL) Employment and Training Administration grants as well as non-federal funded grants. (Additional details furnished upon request.)