



## IT SERVICE CONTRACT

DATE:	CONTRACT AMOUNT: CTMV
ADVANTAGE CONTRACT #:	
DEPARTMENT AGREEMENT #: 12A	
START DATE:	END DATE: 7/31/2029

This Contract is between the following State of Maine Department and Provider:

STATE OF MAINE DEPARTMENT		
DEPARTMENT NAME: Labor		
ADDRESS: 45 Commerce Drive		
CITY: Augusta	STATE: ME	ZIP CODE: 04330
PROVIDER		
PROVIDER NAME:		
ADDRESS:		
CITY:	STATE:	ZIP CODE:
PROVIDER'S VENDOR CUSTOMER #:		

Each signatory below represents that the person has the requisite authority to enter into this Contract.

**Department Representative:**

**Provider Representative:**

\_\_\_\_\_  
BY: **Laura Fortman, Commissioner or Designee** Date

\_\_\_\_\_  
BY: **Name and Title** Date

**Department of Administrative and Financial Services, Office of Information Technology:**

\_\_\_\_\_  
BY: **Nicholas Marquis, Chief Information Officer**

Date

The contract is fully executed when all parties sign and funds have been encumbered. Upon final approval by the Office of State Procurement Services, a case details page will be made part of this contract.

<b>DEPARTMENT AND PROVIDER POINT OF CONTACT</b>
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CONTRACT ADMINISTRATOR: The following person is designated as the Contract Administrator on behalf of the Department for this Contract. All financial reports, invoices, correspondence and related submissions from the Provider as outlined in Rider A, Reports, shall be submitted to:

NAME: Christopher Quint		
EMAIL: Christopher.Quint@maine.gov	EMAIL: Christopher.Quint@maine.gov	
ADDRESS: 45 Commerce Dr.		
CITY: Augusta	STATE: ME	ZIP CODE: 04330

PROVIDER CONTACT: The following person is designated as the Contact Person on behalf of the Provider for this Contract. All contractual correspondence from the Department shall be submitted to:

NAME:		
EMAIL:	EMAIL:	
ADDRESS:		
CITY:	STATE:	ZIP CODE:

Any changes to the individuals identified above may be changed at any time through written notice by either party.

<b>TABLE OF RIDERS</b>
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The following riders are hereby incorporated into this Contract and made part of it by reference.
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<input checked="" type="checkbox"/>	Funding Rider
<input checked="" type="checkbox"/>	Rider A – Scope of Work
<input checked="" type="checkbox"/>	Rider B-IT – Method of Payment and Other Provisions
<input checked="" type="checkbox"/>	Rider C – Exceptions
<input checked="" type="checkbox"/>	Rider D – Program Manual
<input checked="" type="checkbox"/>	Rider G – Identification of Country in Which Contracted Work will be Performed
<input checked="" type="checkbox"/>	ATTACHMENT A- Training Fund Reimbursement Budget and Invoice



<b>RIDER A: SCOPE OF WORK</b>
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- I. Acronyms/Definitions
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**I. ACRONYMS/DEFINITIONS:**

The following terms and acronyms shall have the meaning indicated below as referenced in this Contract:

<b>COMMONLY KNOWN DEFINITIONS, ACRONYMS AND DEPARTMENT ABBREVIATIONS</b>	
BAA	Business Associate Agreement
CAGE code	Commercial and Government Entity code
Contract	Formal and legal binding agreement
Department	State of Maine Department of Labor
EAN	State Employer Account Number
Industry Recognized Credentials	<p>Qualifications – such as certificates, registered apprenticeship completion certificates, certifications, degrees, or licenses – that are validated by a specific industry and sought by the Provider for recruitment and hiring. They verify that an individual has mastered a specific set of skills and knowledge for a particular occupation or field, often require passing an exam and can be a supplemental to a traditional degree. Industry recognized credentials include:</p> <ul style="list-style-type: none"> <li>• Credentials offered by Maine training providers (e.g., Maine Community College and University of Maine Systems, Adult Education, Maine MEP, Maine Maritime Academy, Roux Institute) listed on Work Source Maine and tagged as pre-approved for reimbursement</li> <li>• National or manufacturer certifications (e.g., American Welding Society Certified Welder,</li> </ul>

	FANUC Robotics Operator), searchable from a list of 900+ approved credentials in the application
IT	Information Technology
MJL	Maine JobLink
Priority Digital Skills	<ol style="list-style-type: none"> <li>1. Additive manufacturing</li> <li>2. Augmented reality</li> <li>3. Automation &amp; robotics</li> <li>4. Capturing, integrating and sharing data</li> <li>5. Cloud computing</li> <li>6. Cyber-physical systems</li> <li>7. Cybersecurity</li> <li>8. Data analytics and visualization</li> <li>9. Enterprise systems knowledge (ERP, MES)</li> <li>10. Machine learning/AI</li> <li>11. Networking, integration and edge computing, unified namespace/data lakes</li> <li>12. Sensors/IoT</li> <li>13. Ability to bridge OT and IT networks</li> </ol>
Priority Occupations	<ol style="list-style-type: none"> <li>1. Engineers and Engineering Technicians: Aerospace Engineering and Operations Technologists and Technicians; Aerospace Engineers; Architectural and Engineering Managers; Calibration Technologists and Technicians; Chemical Engineers; Electrical and Electronic Engineering Technologists and Technicians; Electrical Engineers; Electro-Mechanical and Mechatronics Technologists and Technicians; Electronics Engineers (Except Computer); Engineering Technologists and Technicians (All Other); Engineers (All Other); Industrial Engineers; Industrial Engineering Technologists and Technicians; Manufacturing Engineers; Manufacturing Technicians; Materials Engineers; Mechanical Engineers</li> <li>2. Drafters: Drafters (All Other); Electrical and Electronics Drafters; Mechanical Drafters</li> <li>3. Machine Operations and Maintenance: Helpers—Production Workers; Coating, Painting, and Spraying Machine Setters/Operators/Tenders; Electrical and Electronic Assemblers; Electrical and Electronics Repairers (Commercial and Industrial Equipment); Electromechanical Assemblers; Industrial Machinery Mechanics; Layout Workers (Metal and Plastic); Maintenance</li> </ol>

	<p>and Repair Workers (General); Miscellaneous Assemblers and Fabricators; Molding/Coremaking/Casting Machine Setters/Operators/Tenders (Metal and Plastic); Multiple Machine Tool Setters/Operators/Tenders (Metal and Plastic); Packaging and Filling Machine Operators and Tenders; Paper Goods Machine Setters/Operators/Tenders; Production Helpers; Production Workers (All Other)</p> <p>4. Machining: Computer Numerically Controlled (CNC) Tool Operators; CNC Tool Programmers; Machinists; Millwrights</p> <p>5. Production Managers: First-Line Supervisors of Mechanics/Installers/Repairers; First-Line Supervisors of Production and Operating Workers; General and Operations Managers; Industrial Production Managers; Architectural and Engineering Managers</p> <p>6. Quality Control and Assurance: Health and Safety Engineers (Except Mining Safety Engineers and Inspectors); Occupational Health and Safety Specialists; Quality Assurance Technologists; Quality Control Inspectors; Quality Control Supervisors</p> <p>7. Welding: Sheet Metal Workers; Structural Iron and Steel Workers; Structural Metal Fabricators and Fitters; Welders/Cutters/Solderers/Brazers; Welding Engineers; Welding Inspectors; Welding Instructors; Welding Supervisors; Welding, Soldering, and Brazing Machine Setters/Operators/Tenders</p>
Program Manual	Defense and Manufacturing Training Fund Program Manual (Rider D)
Provider	Organization providing services under this Contract
State	State of Maine
Training Fund	Defense and Manufacturing Training Fund
WSM	Work Source Maine

**II. INTRODUCTION/OVERVIEW:**

The purpose of this Contract is to partially reimburse the Provider for the cost of their employee(s)' training to help upskill Maine's defense shipbuilding and advanced manufacturing workforce.

- a. The Maine Department of Labor and Maine State Workforce Board (SWDB) secured nearly \$8M from the U.S. Department of Labor’s Industry-Driven Skills Training Fund to support workforce training in Maine’s defense shipbuilding and advanced manufacturing sectors. Fifty percent (50%) of funds are reserved for defense shipbuilding sector; and fifty percent (50%) for other advanced manufacturing sectors.
- The defense shipbuilding sector refers to the network of shipyards, suppliers, and contractors responsible for designing, constructing, fabricating, and/or repairing vessels and maritime systems for national defense and security.
  - The advanced manufacturing sector refers to the use of innovative technologies to create existing products and the creation of new products. Advanced manufacturing can include production activities that depend on information, automation, computation, software, sensing, and networking.

With this funding and in partnership with industry, education and State agencies, Maine State Workforce Development Board (SWDB) established the Defense and Manufacturing Training Fund (“Training Fund”), which reimburses the Provider up to \$8,000 per employee for training investments.

The SWDB aims to:

- Expand the skilled trades workforce for critical roles, including AI and digital skills;
- Strengthen connections between industry and training providers using data-driven strategies;
- Grow registered apprenticeship through employer investment; and
- Streamline employer access to workforce resources through Work Source Maine.

*Note: If a training is not listed on Work Source Maine or the national credential list, the Provider is encouraged to submit it for consideration by entering the details when prompted. If it leads to a national or vendor certification not found in the search tool, select “Other” and enter the certification name.*

### III. DELIVERABLES:

To qualify for any training reimbursement funds, the Provider shall perform all services and maintain all standards and requirements for services provided under this Contract in accordance with the requirements outlined below:

#### A. Provider Eligibility Requirements

The Provider shall:

1. Have a Maine location (verified via EAN and UI records).
2. Operate in defense shipbuilding (including supply chain) or other advanced manufacturing sector and provide industry details and, if applicable, CAGE code and prime or sub-contractor status.

3. Be compliant with State and federal labor laws and current on UI and Paid Family Medical Leave contributions.
4. Commit to recruiting and training new hires and/or upskilling existing employees.
5. Commit to partner with MDOL and workforce partners by maintaining a [Maine JobLink \(MJL\) account](#), posting jobs to MJL, and joining a workforce partner onboarding call following an invitation from program staff to an upcoming session.
6. Define employee training needs (role, skills, credential, timeline, cost, provider, expected wage gains).
7. Report training, employment and wage outcomes of each trainee to MDOL within forty-five (45) calendar days of request.
8. Pay competitive wages to employees as defined by [local labor market information](#).
9. Explore and leverage additional [workforce funding sources](#), where available.
10. Retain reimbursement records for six (6) years and comply with audits.

#### **B. Additional Provider Requirements for Larger Awardees**

1. If receiving \$50,000 or more in reimbursement funds, ensure training supervisors participate in at least one (1) of the following (or similar) workplace trainings:
  - a. Workplace safety training through [SafetyWorks!](#)
  - b. MDOL-offered training to support recruitment and retention of unemployed and underemployed workers (e.g., [Employment First-related training](#), [Building Welcoming Workplaces](#))
  - c. Apprenticeship Lunch and Learn [informational session](#)
  - d. Providing at least one (1) business or participant success story after training completion.

#### **C. General Requirements**

1. The Provider shall provide training, either directly or indirectly, to their employees, per this contract and according to Rider D, and retain them for at least six (6) months past training completion to qualify for the total amount of reimbursement available.
2. The Provider shall complete the following four (4) step process, and issue reimbursements in two (2) equal payments:
  - a. Submit Training Request: Before training begins, Provider submits a training request describing the company, employees, and proposed training. Program staff can help identify training if needed.
  - b. Sign Training Agreement: If approved, the Provider signs a training agreement (contract with the State) outlining program requirements and reimbursement terms.
  - c. Initiate First Reimbursement Request: The Provider identifies whether the employee's training was completed to prompt their first reimbursement payment.

- d. Initiate Second Reimbursement Request: Six (6) months after training completion, the Provider identifies whether the employee was retained to prompt their second and final reimbursement payment.

#### **D. Worker Eligibility**

1. The Provider shall verify all Employees meet the following requirements:
  - a. New hires or incumbent workers (i.e., funds cannot be used for pre-hire training);
  - b. At least seventeen (17) years of age and not currently enrolled in secondary school (e.g., high school);
  - c. W-2 employees; and
  - d. Perform work in Maine for an eligible participating employer.

#### **E. Eligible Training**

As an industry-driven program, the Provider can pursue multiple options for training their employees, including through the following training types:

1. Registered apprenticeship: either developing a new program or expanding an existing one.
2. Other skills training: including classroom training, in-house training, and online trainings, among others.

#### **F. Training Requirements**

To qualify for reimbursement, all trainings must:

1. Align with industry-defined priority manufacturing occupations and digital skills.
2. Result in an industry recognized credential that is portable and valued by multiple employers in the manufacturing industry;
3. Be completed in fewer than two (2) years. This may include graduate certificates or accelerated bachelor's programs if a participant has already completed an associate's degree or if the program can be completed in under two (2) years;
4. Start after program approval, as defined by the training agreement signing date; and
5. Supplement, not supplant, existing employer training supports; funds must add new or expanded training for employees and cannot replace or be used to cover costs of existing employer-provided trainings.

#### **G. Priority Occupations and Digital Skills**

1. Identified through the [Advanced Manufacturing Talent Roadmap](#), employer surveys, and industry input, these occupations and digital skills are eligible for reimbursement. The Provider should select the occupation closest matching ONET occupation; if the exact title the Provider uses it not listed, refer to ONET for guidance. Additional critical occupations or digital skills may be submitted using the "Other" fields for review.

#### **H. Training Costs**

Ensure Funding offsets high-quality training costs and supports workforce development. Reimbursement is capped at \$8,000 per participant across all training types. Costs must be reasonable and tied to credential attainment. When available, the Training Fund team will suggest free or lower-cost in-state options may be required when available.

1. **Reimbursable costs include:**

- a. Tuition, instruction, or provider fees
- b. Certification/exam and prep costs
- c. Training materials, supplies, and equipment
- d. Curriculum development and delivery

2. **Unallowed costs include:** Those that supplant existing employer training supports or ongoing employer-provided trainings. Funds must add new or expanded training for employees.

## I. Registered Apprenticeships

1. On-the-Job Training (OJT) support for new apprentices only (not incumbent apprentices) may be available after other training costs are covered.
2. OJT support is time-limited (up to twelve (12) weeks) and covers up to 50% of wages during the training period to offset supervision and mentoring costs.
3. The Provider requesting support for registered apprenticeships must follow these guidelines to qualify for the higher rate:
  - a. Submit a Maine Apprenticeship Program (MAP)-approved schedule of work. If the Provider is interested in creating a new registered apprenticeship program and is in need of assistance, please contact the [Maine Apprenticeship Program](#).
  - b. Define the training period in the MAP-approved schedule of work, including start and end dates, skills and competencies to be developed, how they will be measured or demonstrated, and any related classroom or technical instruction. For new apprentices, this period is typically around six (6) months.
    - i. Training cannot begin until the request is approved.
    - ii. Training completion is defined as when the apprentice has demonstrated and documented the required skills and competencies and/or when related instruction results in an industry-recognized credential, ensuring measurable skill gains and potential credential attainment.
  - c. Submit a line-item budget with the initial request and an invoice with the first reimbursement, using **Attachment A: Training fund Reimbursement Budget and Invoice**.

## J. Other Skills Training

The Provider may request reimbursement for classroom or in-house training (internal or external trainers) under Other Skills Training. Costs must be specific to the individual employee, and all program requirements apply (e.g., training must lead to an industry-recognized credential). The Provider must submit a line-item budget with the initial request and an invoice with the first reimbursement, using **Attachment A: Training fund Reimbursement Budget and Invoice**.

## K. Reimbursement Structure

### 1. Employer Caps

- a. The Provider is eligible for up to \$250,000 per calendar year in reimbursement, not to exceed \$1M over the life of the program (May 2026 – July 2029).

**2. Employee and Training Caps**

- a. Reimbursement rates are based on the training request, with a maximum reimbursement rate of 80%.
- b. The maximum reimbursement available per employee is \$8,000. Employees may participate in multiple trainings (not concurrently) though total may never exceed \$8,000 over grant period.
- c. The Provider may request reimbursement for training of any cost, but a maximum of \$10,000 will be considered, which is then subject to the corresponding reimbursement rate tiers.

**3. Reimbursement Rate Tiers**

- a. The Provider is eligible for a base reimbursement of 40% of approved training costs for additional qualifying factors described in table below. The maximum total reimbursement rate shall not exceed 80%.

<b>Reimbursement Tiers</b>	
<b>Baseline reimbursement rate</b>	<b>40%</b>
Registered apprenticeship	+10%
5-10% wage increase 6 months post-training completion	+10%
10+% wage increase 6 months post-training completion	+10%
Small business (fewer than 100 FTEs)	+10%
<b>Maximum reimbursement rate</b>	<b>80%</b>

- b. If the Provider does not fulfill the commitments used to calculate the reimbursement rate (such as wage increases or apprenticeship participation), the reimbursement amount will be recalculated and adjusted accordingly.
- a. Reimbursements will be issued in equal parts, based on the corresponding reimbursement rate, with half of the reimbursable amount provided at each milestone.

**4. Reimbursement Stages**

Following the initial training request and signing of the training agreement, reimbursements are issued in two stages to encourage training completion and worker retention.

1. First reimbursement: issued after the training has been completed, documentation has been submitted, and the reimbursement has been approved.
2. Second reimbursement: issued after the employee has remained employed six (6) months after training completion and the reimbursement has been approved.

All reimbursement requests must be submitted by May 1, 2029 to be considered for approval. If an employee does not complete training or is not retained,

the corresponding reimbursement will not be issued.

**IV. TECHNICAL REQUIREMENTS:**

- A. ACCESSIBILITY: All IT products must be accessible to persons with disabilities and must comply with State Accessibility Policy and Standards and the Americans with Disabilities Act. All IT applications must comply with the Digital Accessibility Policy (<https://www.maine.gov/oit/sites/maine.gov.oit/files/inline-files/DigitalAccessibilityPolicy.pdf>). In addition, all IT applications and content delivered through web browsers must comply with the State Web Standards (<https://www.maine.gov/oit/sites/maine.gov.oit/files/inline-files/WebStandards.pdf>)
- B. STATE IT POLICIES: All IT products and services delivered as part of this Contract must conform to the State IT Policies, Standards, and Procedures (<https://www.maine.gov/oit/policies-standards>) effective at the time this Contract is executed.

**V. REPORTS:**

A. Required Reports

The Provider shall track and record all data/information necessary to complete the reports listed in the table below:

	Name of Report	Description or Appendix #:
1.	Training completion	See data collection and documentation requirements in the program manual in Rider D.
2.	Employee retention	See data collection and documentation requirements in the program manual in Rider D.

If the Provider is receiving \$50,000 or more in reimbursement funds across all employees, the Provider must report their delivery of the requirements outlined in the program manual in Rider D under “Additional Requirements for Larger Awardees” within 45 calendar days of training completion.

B. Reporting Schedule for Above Listed Required Reports

The Provider shall submit all of the reports listed in the table below to the Department in accordance with the deadlines established within the table:

	Name of Report:	Period Captured by Report:	Due Date and/or Frequency:
1.	Training completion	Between training start and end date	Forty-five (45) calendar days after the training end date
2.	Employee retention	Six (6) months after the training end date	45 calendar days after the six (6) month retention period

The Provider understands that the reports are due within the timeframes established and that the Department will not make subsequent payment installments under this Contract until such reports are received, reviewed and accepted.

The Provider further agrees to submit such other data and reports as may be requested by the Contract Administrator. The Provider shall submit all data and reports via the employer portal and subsequent information requests. Any Provider questions should be directed to the Contract Administrator listed in section "DEPARTMENT AND PROVIDER POINTS OF CONTACT" of this Contract.

**RIDER B-IT: METHOD OF PAYMENT AND OTHER PROVISIONS**

Please note: see Rider C for stricken sections of Rider B that are not applicable.

1. **INVOICES AND PAYMENTS.** Department will pay the Provider as follows: Payment terms are net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documents.

All invoices must include the following:

- A. Advantage Contract numbers for this contract.
- B. Vendor Code number assigned when registering as a vendor with the State of Maine. This number appears on all Contracts and Purchase Orders and can be acquired from the agency contact.
- C. Itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State.
- D. In cases where hourly rates of contracted resources are concerned, invoices must contain a copy or copies of time sheets associated with that invoice. Time sheets will need to be reviewed and approved by the State’s contract administrator.

Training Name	Number of Employees	Reimbursed Cost	Total

The Department may withhold a Retainage for project-based services in the following manner:

- i. The allowable payment amount from each project milestone payment will be multiplied by ten (10) percent, giving the amount that will be withheld from payment. Ninety (90) percent of the allowable project milestone payment amount will be paid to the Provider.
- ii. The Retainage will be held by the Department until the end of the warranty period.

2. **BENEFITS AND DEDUCTIONS.** If the Provider is an individual, the Provider understands and agrees that they are an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the

Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for their Income Tax records.

3. **INDEPENDENT CAPACITY.** In the performance of this Contract, the parties hereto agree that the Provider, and any agents and employees of the Provider, shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.
4. **DEPARTMENT'S REPRESENTATIVE.** The Contract Administrator shall be the Department's representative during the period of this Contract. The Contract Administrator has authority to curtail services if necessary to ensure proper execution. They shall certify to the Department when payments under the Contract are due and the amounts to be paid. They shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.
5. **CHANGES IN THE WORK.** The Department may order changes in the work, the Contract Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment signed by both parties and approved by the State Procurement Review Committee. Said amendment must be effective prior to the execution of the changed work.
6. **SUB-CONTRACTORS.** The Provider may not enter into any subcontract for the work to be performed under this Contract without the express written consent of the Department. This provision shall not apply to contracts of employment between the Provider and its employees.

The Provider is solely responsible for the performance of work under this Contract. The approval of the Department for the Provider to subcontract for work under this Contract shall not relieve the Provider in any way of its responsibility for performance of the work.

All Subcontractors shall be bound by the terms and conditions set forth in this Contract. The Provider shall give the State immediate notice in writing of any legal action or suit filed, and prompt notice of any claim made against the Provider by any Subcontractor, which may result in litigation related in any way to this Contract, or which may affect the performance of duties under this Contract.

7. **SUBLETTING, ASSIGNMENT OR TRANSFER.** The Provider shall not sublet, sell, transfer, assign, or otherwise dispose of this Contract, or any portion thereof, or of its right, title, or interest therein, without the written request and written approval from the Department. Such approval shall not in any case relieve the Provider of its responsibility for performance of work or liability under this Contract.
8. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Contract, the Provider certifies as follows:
  - A. The Provider shall not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religious creed, sex, national origin, familial status, ancestry, age, physical or mental disability, sexual orientation, or gender identity, unless related to a bona fide occupational qualification.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- B. The Provider shall, in all solicitations or advertising for employees placed by, or on behalf of, the Provider, relating to this Contract, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, familial status, ancestry, age, physical or mental disability, or sexual orientation, or gender identity.
  - C. The Provider shall send to each labor union, or representative of the workers, with which it has a collective bargaining Contract, or other Contract or understanding, whereby it is furnished with labor for the performance of this Contract, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section, and shall post copies of the notice in conspicuous places, available to employees and applicants for employment.
  - D. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights, etc.) against their agency by any individual, as well as any lawsuit regarding alleged discriminatory practice.
  - E. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment, and in the provision of service, to include accessibility and reasonable accommodations for employees and clients.
  - F. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each Subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- 9. CONFLICT OF INTEREST.** The Provider warrants that no State employee has or will receive any direct or indirect pecuniary interest in or receive or be eligible to receive, directly or indirectly, any benefit that may arise from this Contract, for any employee who participated in any way in the solicitation, award or administration of this Contract according to [Title 5 MRS §18-A, \(2\)](#) and in harmony with [Title 17 MRS §3104](#). Any contract made in violation of these sections is void.

The Provider certifies that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of its services hereunder. The Provider further certifies that in the performance of this Contract, no person having any such known interests shall be employed.

- 10. EMPLOYMENT AND PERSONNEL.** The Provider shall not engage on a full-time, part-time or other basis during the period of this Contract, any executive employee who participated in any way in the solicitation, award or administration of this Contract according to [Title 5 MRS §18-A, \(2\)](#) and in harmony with [Title 17 MRS §3104](#). Any contract made in violation of these sections is void.

**11. NON-COLLUSION.** The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Contract, and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from, the award of this Contract.

And, the Provider has not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services, and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

For breach or violation of this provision, the Department shall have the right to terminate this Contract without liability or, at its discretion, to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

**12. ACCOUNTING, RECORDS, AND AUDIT.**

- A. The Provider shall maintain all books, documents, payrolls, papers, accounting records, and other evidence pertaining to this Contract, including interim reports and working papers, and make such materials available at its offices at all reasonable times during the period of this Contract, and for a period of five (5) years following termination or expiration of the Contract. If any litigation, claim or audit is started before the expiration of the 5-year period, the records must be retained until all litigation, claims or audit findings involving the Contract have been resolved.
- B. Unless the Department specifies in writing a shorter period of time, the Provider agrees to preserve and make available all documents and records pertaining to this Contract for a period of five (5) years from the date of termination of this Contract.
- C. Records involving matters in litigation shall be kept for one year following the termination of litigation, including all appeals.
- D. Authorized Federal and State representatives shall have access to, and the right to examine, all pertinent documents and records during the five-year post-Contract period. During the five-year post-Contract period, delivery of, and access to, all pertinent documents and records will be at no cost to the Department.
- E. The Provider shall be liable for any State or Federal audit exceptions, if applicable, that arise out of any action, inaction, or negligence by the Provider. In the event of an audit exception for which the Provider is liable, the Provider shall have thirty (30) days to remedy that exception. If the Provider fails to remedy that exception within this time period, the Provider shall immediately return to the Department all payments made under this Contract which have been disallowed in the audit exception.
- F. Authorized State and Federal representatives shall at all reasonable times have the right to enter the premises, or such other places, where duties under this Contract are being performed, to inspect, monitor, or otherwise evaluate, the work being performed. All

inspections and evaluations shall be performed in such a manner that will not compromise the work unreasonably.

G. **ACCESS TO PUBLIC RECORDS** - As a condition of accepting a contract for services under this section, a contractor must agree to treat all records, other than proprietary information, relating to personal services work performed under the contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the contractor and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the contract and information concerning employee and contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Contract and make such materials available at its offices at all reasonable times during the period of this Contract and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

**13. TERMINATION.** The performance of work under this Contract may be terminated by the Department, whenever for any reason the Contract Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be affected by the delivery to the Provider of a Notice of Termination specifying the date on which such termination becomes effective.

Either party may terminate this Contract for cause by providing a written notice of termination stating the reason for the termination, a minimum of thirty (30) calendar day ahead of the effective date of the termination. As part of the thirty (30) calendar days written notice of termination, the defaulting party shall have fifteen (15) calendar days to cure the default. If the default is of such a nature that it cannot be cured within fifteen (15) calendar days, the defaulting party shall have such additional time, as the parties may agree to, to cure the default, provided the defaulting party has taken steps to cure the default within the initial fifteen (15) calendar days.

Upon termination, the Department shall pay the Provider for work performed by the Provider prior to the date of Notice of Termination.

**14. GOVERNMENTAL REQUIREMENTS.** The Provider warrants and represents that it will comply with all applicable governmental ordinances, laws, and regulations.

**15. GOVERNING LAW.** This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in the State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

- 16. STATE HELD HARMLESS.** The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Contract; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.
- 17. NOTICE OF CLAIMS.** The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to this Contract , or which may affect the performance of duties under this Contract , and prompt notice of any claim made against the Provider by any Subcontractor, which may result in litigation related in any way to this Contract , or which may affect the performance of duties under this Contract .
- 18. APPROVAL.** This Contract must be approved by the State Controller and the State Purchases Review Committee before it can be considered a valid enforceable document.
- 19. INSURANCE REQUIREMENTS.** The Provider shall procure and maintain insurance against claims for injuries to persons, or damages to property, which may arise from, or in connection to, the fulfillment of this Contract, by the Provider, its agents, representatives, employees, or Subcontractors. The insurance shall be secured by the Provider, at the Provider's expense, and maintained in force, at all times during the term of this Contract, and, for any claims-made (as opposed to occurrence-based) policy(ies), for a period of not less than two (2) years thereafter.
- A. Minimum Coverage
- i. Errors & Omissions, or Professional Liability Insurance, or Insurance by any other name, covering the following:
    - a) All acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret) in an amount not less than \$1,000,000 per occurrence, and as an annual aggregate;
    - b) Network security and privacy risks, including, but not limited to, unauthorized access, failure of security, breach of privacy, wrongful disclosure, collection, or other negligence in the handling of confidential information, related regulatory defense, and penalties in an amount not less than \$1,000,000 per occurrence, and as an annual aggregate;
    - c) Data breach expenses, in an amount not less than (see NOTE below and insert the appropriate limit based upon the number of Personally Identifiable Information records) \$0, and payable, whether incurred by the Department or the Provider; for and on behalf of the Department, including, but not limited to:
      - C.1) Consumer notification, whether or not required by law;
      - C.2) Forensic investigations;
      - C.3) Public relations and crisis management fees; and
      - C.4) Credit or identity monitoring, or similar remediation services.

The policy shall affirm coverage for contingent bodily injury and property damage arising from the failure of the Provider's technology services, or an error, or omission, in the content of, and information from, the Provider. If a sub-limit applies to any element of the coverage, the certificate of insurance must specify the coverage section and the amount of the sub-limit.

**NOTE:** *Personally Identifiable Information (PII) is information that can be used to identify a single person, such as name, social security number, date and place of birth, mother's maiden name, driver's license, biometrics, etc. Maine State law also has a more specific definition in 10 M.R.S. §1347(6). The Data Breach component of the Insurance (per occurrence) is pegged to the number of PII records that are the subject of this Contract.*

<b>Number of PII Records</b>	<b>Insurance per Occurrence</b>
1 through 3,000	\$400,000
3,001 through 100,000	\$1,000,000
100,001 through 1,000,000	\$5,000,000
Greater than 1,000,000	\$10,000,000

- ii. Workers' Compensation and employer's liability, as required by law;
- iii. Property (including contents coverage for all records maintained pursuant to this Contract): \$1,000,000 per occurrence;
- iv. Automotive Liability of not less than \$400,000 per occurrence single limit if the Provider will use vehicles to fulfill the contract;
- v. Crime, in an amount not less than \$0 (The total monetary amount potentially at risk due to this contract; or Cash Currency and Negotiable Securities actually entrusted to this Provider); and
- vi. Business Interruption, in an amount that would allow the Provider to maintain operations in the event of a Property loss.

**B. Other Provisions - Unless explicitly waived by the Department, the insurance policies shall contain, or be endorsed to contain, the following provisions:**

- i. The Provider's insurance coverage shall be the primary and non-contributory. Any insurance or self-insurance maintained by the Department for its officers, agents, and employees shall be in excess of the Provider's insurance and shall not contribute to it.
- ii. The Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- iii. The Provider shall furnish the Department with certificates of insurance, and with those endorsements, if any, affecting coverage, required by these Insurance Requirements. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Department before this Contract commences. The Department reserves the right to require complete, certified copies of all required insurance policies at any time.

- iv. All policies should contain a revised cancellation clause allowing thirty (30) days notice to the Department in the event of cancellation for any reason, including nonpayment.
- v. The Department will not grant the Provider, or any sub-contractor of the Provider, "Additional Insured" status and the Department will not grant any Provider a "Waiver of Subrogation".

**20. NON-APPROPRIATION.** Notwithstanding any other provision of this Contract, if the State does not receive sufficient State, Federal, or other sources of funds to fund this Contract and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from State or Federal legislative, executive or judicial bodies, then the State is not obligated to make payment under this Contract.

**21. SEVERABILITY.** The invalidity or unenforceability of any particular provision, or part thereof, of this Contract shall not affect the remainder of said provision, or any other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

**22. ORDER OF PRECEDENCE.** In the event of a conflict between the documents comprising this Contract, the Order of Precedence shall be:

- | Rider C: Exceptions
- Rider B: IT Terms and Conditions
- Rider A: Scope of Work
- Funding Rider
- Rider D: Program Manual
- Rider G: Identification of Country in which contracted work will be performed
- ATTACHMENT A: Training Fund Reimbursement Budget and Invoice

Notice: No terms on provider's invoices, ordering documents, website, browse-wrap, shrink-wrap, click-wrap, click-through or other non-negotiated terms and conditions provided with any of the contract activities will constitute a part or amendment of this contract or is binding on the State for any purpose. All such other terms and conditions have no force and effect and are deemed rejected by the State, even if access to or use of the contract activities requires affirmative acceptance of such terms and conditions. |

**23. FORCE MAJEURE.** The performance of an obligation by either party shall be excused in the event that performance of that obligation is prevented by an act of God, act of war, riot, fire, explosion, flood, pandemic or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party.

**24. SET-OFF RIGHTS.** The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Contract, up to any amounts due and owing to the State with regard to this Contract, any other Contract with any State department

or agency, including any Contract for a term commencing prior to the term of this Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

**25. ENTIRE CONTRACT.** This document contains the entire Contract of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Contract that any implied waiver occurred between the parties, which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Contract, or to exercise an option or election under the Contract, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Contract or at law.

**26. AMENDMENT.** No changes, modifications, or amendments in the terms and conditions of this Contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Provider.

**27. DEBARMENT AND PERFORMANCE CERTIFICATION.** By signing this Contract, the Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:

- A. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
- B. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
  - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
  - ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
  - iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.

**28. STATE PROPERTY.** The Provider shall be responsible for the proper custody, care and return of any Department or State-owned property furnished or state-funded for the Provider's use in connection with the performance of this Contract, and the Provider will reimburse the Department for its loss or damage, normal wear and tear excepted.

**29. CYBERSECURITY AND PROHIBITED TECHNOLOGIES.** Through the execution of this contract, the Provider certifies that the aforementioned organization, its principals and any subcontractors named in this Contract:

- A. is not a foreign adversary business entity, <https://www.maine.gov/oit/prohibited-technologies>, [Title 5 M.R.S. §2021 \(3\)](#); and
- B. is not on the list of prohibited companies or does not obtain or purchase any information or communications technology or services included on the list of prohibited information and communications technology and services <https://www.maine.gov/oit/prohibited-technologies>, [Title 5 M.R.S. §2030-B](#).

Contracts entered into by a state agency in violation of [Title 5 M.R.S. §2030-B](#) are void. A person who executes this contract in violation of this section commits a civil violation for which a fine may be adjudged in an amount that is twice the amount of this contract or \$250,000, whichever is greater, ([Title 5 M.R.S., §2030-A](#)).

**30. CONFIDENTIALITY.**

- A. Subject to the Maine Freedom of Access Act (FOAA), [Title 1 M.R.S. §400](#) et seq., “confidential information” means non-public information designated as protected from disclosure under state or federal law. Confidential information given to the Provider by the Department, or acquired by the Provider on behalf of the Department, whether in verbal, written, electronic, or any other format, shall be subject to the requirements herein. The term “confidential information” does not include any information or documentation that is subject to disclosure under FOAA.
- B. In conformance with applicable Federal and State statutes, regulations, and ethical standards, the Provider and the Department shall take all necessary steps to protect confidential information regarding all persons served by the Department, including the proper care, custody, use, and preservation of records, papers, files, communications, and any such items that may reveal confidential information about persons served by the Department, or whose information is utilized in order to accomplish the purposes of this Contract.
- C. In the event of a breach of this confidentiality provision, the Provider shall notify the Contract Administrator immediately.
- D. The Provider shall comply with the [Maine Public Law, Title 10, Chapter 210-B \(Notice of Risk to Personal Data Act\)](#).

**31. TARIFFS.** Any price increases implemented by the provider due to the imposition of tariffs shall remain in effect only for the duration that such tariffs are in place. In the event of the repeal or reduction of any applicable tariff(s), the provider shall immediately return to the original price list or make a proportional reduction in the price to reflect the decrease in tariff(s). Price adjustments under this clause shall be made in good faith and without undue delay upon confirmation via documents reflecting tariff changes.

**32. LIMITATION OF LIABILITY.** The Provider’s liability to the Department, for damages sustained by the Department, as the result of Provider’s default, or acts, or omissions, in the performance of work under this Contract, whether such damages arise out of breach, negligence,

misrepresentation, or otherwise, shall be the greater of any actual direct damages, up to the limits of the insurance required herein, or three times the value of the Product or Service that is the subject of this Contract, up to a maximum of \$25,000,000, but not less than \$400,000.

For instance, if this Contract is valued at \$15,000,000, then the Provider's liability is up to \$25,000,000. But if this Contract is valued at \$100,000, then the Provider's liability is no greater than \$400,000.

Notwithstanding the above, Provider shall not be liable to the Department for any indirect or consequential damages not covered by any of the insurances required herein.

### **33. INTERPRETATION OF THE CONTRACT.**

- A. **Reliance on Policy Determinations** - The Department shall determine all program policy. The Provider may, from time to time, request the Department to make policy determinations, or to issue operating guidelines required for the proper performance of this Contract, and the Contract Administrator shall respond in writing in a timely manner. The Provider shall be entitled to rely upon, and act in accordance with, such written policy determinations and operating guidelines, unless subsequently amended, modified, or changed in writing by the Department, and shall incur no liability in doing so unless the Provider acts negligently, maliciously, fraudulently, or in bad faith. Nothing contained in this Contract, or in any Contract, determination, operating guideline, or other communication from the Department shall relieve the Provider of its obligation to keep itself informed of applicable State and Federal laws, regulations, policies, procedure, and guidelines, to be in complete compliance and conformity therewith.
- B. **Titles Not Controlling** - Titles of sections and paragraphs used in this Contract are for the purpose of facilitating ease of reference only and shall not be construed to imply a contractual construction of the language.
- C. **No Rule of Construction** - This is a negotiated Contract and no rule of construction shall apply that construes ambiguous or unclear language in favor of or against any party.

**34. PERIOD OF WORK.** Work under this Contract shall begin no sooner than the date on which this Contract has been fully executed by the parties and approved by the Controller and the State Purchases Review Committee. Unless terminated earlier, this Contract shall expire on the date set out on the first page of this Contract, or at the completion and acceptance of all specified tasks, and delivery of all contracted products and services as defined in this Contract, including performance of any warranty and/or maintenance Contracts, whichever is the later date.

**35. NOTICES.** All notices under this Contract shall be deemed duly given: 1) upon delivery, if delivered by hand against receipt, or 2) five (5) business days following posting, if sent by registered or certified mail, return receipt requested. Either party may change its address for notification purposes by giving written notice of the change and setting forth the new address and an effective date.

**36. ADVERTISING AND PUBLICATIONS.** The Provider shall not publish any statement, news release, or advertisement pertaining to this Contract without the prior written approval of the

Contract Administrator. Should this Contract be funded, in whole or in part, by Federal funds, then in compliance with the Steven's Amendment, it will be clearly stated when issuing statements, press releases, requests for proposals, bid solicitations, and other documents: (1) the percentage of the total cost that was financed with Federal moneys; and (2) the dollar amount of Federal funds.

### **37. LOBBYING.**

- A. Public Funds - No Federal or State-appropriated funds shall be expended by the Provider for influencing, or attempting to influence, an officer or employee of any agency, a member of Congress or State Legislature, an officer or employee of Congress or State Legislature, or an employee of a member of Congress or State Legislature, in connection with any of the following covered actions: the awarding of any Contract; the making of any grant; the entering into of any cooperative Contract; or the extension, continuation, renewal, amendment, or modification of any Contract, grant, or cooperative Contract. Signing this Contract fulfills the requirement that Providers receiving over \$100,000 in Federal or State funds file with the Department on this provision.
- B. Federal Certification - Section 1352 of Title 31 of the US Code requires that funds appropriated to a Federal agency be subject to a requirement that any Federal Provider or grantee (such as the Department) certifies that no Federal funds will be used to lobby or influence a Federal officer or member of Congress.

The certification the Department has been required to sign provides that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including sub-agreements, sub-grants, and contracts under grants, loans, and cooperative Contracts) and that all sub-recipients shall verify and disclose accordingly. The certification also requires the completion of Federal lobbying reports and the imposition of a civil penalty of \$10,000 to \$100,000 for failing to make a required report. As a sub-recipient, the Provider understands and agrees to the Federal requirements for certification and disclosure.

- C. Other Funds - If any non-Federal or State funds have been or will be paid to any person in connection with any of the covered actions in this section, the Provider shall complete and submit a "Disclosure of Lobbying Activities" form to the Department.

### **38. PROVIDER PERSONNEL.**

- A. The parties recognize that the primary value of the Provider to the Department derives directly from its Key Personnel assigned in the performance of this Contract. Key Personnel are deemed to be those individuals whose résumés were offered by the Provider in the Proposal. Therefore, the parties agree that said Key Personnel shall be assigned in accordance with the time frames in the most recent mutually agreed upon project schedule and work plan, and that no re-deployment or replacement of any Key Personnel may be made without the prior written consent of the Contract Administrator. Replacement of such personnel, if approved, shall be with personnel of equal or greater abilities and qualifications.
- B. The Department shall retain the right to reject any of the Provider's employees whose abilities and qualifications, in the Department's judgment, are not appropriate for the performance of this

Contract. In considering the Provider's employees' abilities and qualifications, the Department shall act reasonably and in good faith.

- C. During the course of this Contract, the Department reserves the right to require the Provider to reassign or otherwise remove any of its employees found unacceptable by the Department. In considering the Provider's employees' acceptability, the Department shall act reasonably and in good faith.
- D. In signing this Contract, the Provider certifies to the best of its knowledge and belief that it, and all persons associated with this Contract, including any Subcontractors, including persons or corporations who have critical influence on or control over this Contract, are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any Federal or State department or agency.
- E. During the course of this Contract, the Department reserves the right to require a background check on any of the Provider's personnel (employees and Subcontractors) that are in any way involved in the performance of this Contract.

### **39. PATENT, COPYRIGHT, AND OTHER PROPRIETARY RIGHTS.**

- A. The Provider certifies that all services, equipment, software, supplies, and any other products provided under this Contract do not, and will not, infringe upon or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any claim by a third party against the Department, the Department shall promptly notify the Provider and the Provider, at its expense, shall defend, indemnify, and hold harmless the Department against any loss, cost, expense, or liability arising out of such claim, including reasonable attorney fees.
- B. The Provider may not publish or copyright any data without the prior approval of the Department. The State and the Federal Government, if applicable, shall have the right to publish, duplicate, use, and disclose all such data in any manner, and for any purpose whatsoever, and may authorize others to do so.

**40. PRODUCT WARRANTY.** The Provider expressly warrants its products and services for one full year from their final written acceptance by the Department. The responsibility of the Provider with respect to this warranty is limited to correcting deficiencies in any deliverable using all the diligence and dispatch at its command, at no additional cost to the Department. The Provider is also responsible for correcting and/or updating any documentation affected by any operational support performed under this warranty provision.

**41. COVER.** If, in the reasonable judgment of the Contract Administrator, a breach or default by the Provider is not so substantial as to require termination, and reasonable efforts to induce the Provider to cure the breach or default are unavailing, and the breach or default is capable of being cured by the Department or by another contractor without unduly interfering with the continued performance by the Provider, then the Department may provide or procure the services necessary to cure the breach or default, in which event the Department shall withhold from future payments to the Provider the reasonable costs of such services.

### **42. OWNERSHIP.**

- A. All data (including Geographical Information Systems data), notebooks, plans, working papers and other works produced, and equipment and products purchased in the performance of this Contract are the property of the Department, or the joint property of the Department and the Federal Government, if Federal funds are involved. The State (and the Federal Government, if Federal funds are involved) shall have unlimited rights to use, disclose, duplicate, or publish for any purpose whatsoever all information and data developed, derived, documented, or furnished by the Provider under this Contract, or equipment and products purchased pursuant to this Contract. The Provider shall furnish such information and data, upon the request of the Department, in accordance with applicable Federal and State laws.
- B. Upon termination of this Contract for any reason, or upon request of the Department, the Provider agrees to convey to the Department good titles to purchased items free and clear of all liens, pledges, mortgages, encumbrances, or other security interests.

**43. CUSTOM SOFTWARE.** For all custom software furnished by the Provider as part of this Contract, the following terms and conditions shall apply:

- A. The Department shall own all custom software. The Department shall grant all appropriate Federal and State agencies a royalty-free, non-exclusive, and irrevocable license to reproduce, modify, publish, or otherwise use, and to authorize others to do so, all custom software. Such custom software shall include, but not be limited to, all source, object and executable code, operating system instructions for execution, data files, user and operational/administrative documentation, and all associated administrative, maintenance, and test software that are relevant to this Contract.
- B. A fundamental obligation of the Provider is the delivery to the Department of all ownership rights to the complete system, free of any claim or retention of rights thereto by the Provider. The Provider acknowledges that this system shall henceforth remain the sole and exclusive property of the Department, and the Provider shall not use or describe such software and materials without the written permission of the Department. This obligation to transfer all ownership rights to the Department on the part of the Provider is not subject to any limitation in any respect.

**44. OFF-THE-SHELF (OTS) SOFTWARE.** For all OTS software purchased by the Provider as part of this Contract, the following terms and conditions shall apply.

- A. This Contract grants to the Department a non-exclusive and non-transferable license to use the OTS software and related documentation for its business purposes. The Department agrees that the Provider may, at its own expense, periodically inspect the computer site in order to audit the OTS software supplied by the Provider, installed at the Department's site, at mutually agreed upon times. In the event that a separate license Contract accompanies the OTS software, then the terms of that separate license Contract supersede the above license granted for that OTS software.
- B. This Contract does not transfer to the Department the title to any intellectual property contained in any OTS software. The Department will not decompile or disassemble any OTS software provided under this Contract, or modify any OTS software that bears the copyright notice of a third party. The Department will make and maintain no more than one archival copy

(for back-up purpose) of each OTS software, and each copy will contain all legends and notices, and will be subject to the same conditions and restrictions as the original.

- C. If the CPU on which any OTS software is licensed becomes temporarily unavailable, use of such OTS software may be temporarily transferred to an alternative CPU until the original CPU becomes available.

**45. SOFTWARE AS SERVICE.** When the software is fully owned, hosted, and operated by the Provider, and the Department uses said software remotely over the Internet, the following terms and conditions shall apply:

- A. The Provider, as depositor, shall enter into an escrow contract, upon terms acceptable to the Department, with a recognized software Escrow Agent. The escrow contract must provide for the Department to be an additional party/beneficiary. The Provider shall deposit with the Escrow Agent the software, all relevant documentation, and all of the Department's data, and all updates thereof (the "Deposit Materials"), in electronic format. Deposits will occur no less frequently than once a month.
- B. The escrow contract shall provide for the retention, administration, and controlled access of the Deposit Materials, and the release of the Deposit Materials to the Department, upon receipt of a joint written instruction from the Department and the Provider, or upon receipt of written notice from the Department that:
- i. The Provider has failed to carry out its obligations set forth in this Contract; or
  - ii. A final, non-appealable judicial determination that the Provider has failed to continue to do business in the ordinary course; or
  - iii. The Provider has filed a voluntary petition in bankruptcy, or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, or becomes subject to an involuntary petition in bankruptcy, which petition or proceeding is not dismissed or unstayed within sixty (60) days from the date of filing; or
  - iv. The Provider is in material breach of its maintenance and support obligations and has failed to cure such breach within thirty (30) days from the date of receipt by the Provider of written notice of such breach; or
  - v. A condition has occurred that materially and adversely impacts the Provider's ability to support the software and the Provider has failed to cure such condition within thirty (30) days from the date of receipt by the Provider of written notice of such condition.
- C. The Provider is responsible for all fees to be paid to the Escrow Agent.
- D. The Escrow Agent may resign by providing advance written notice to both the Department and the Provider at least thirty (30) calendar days prior to the date of resignation. In such an event, it is the obligation of the Provider to establish a new escrow account with a new Escrow Agent.

**46. THIS ITEM IS INTENTIONALLY LEFT BLANK**

**47. THIS ITEM IS INTENTIONALLY LEFT BLANK**

**RIDER C: EXCEPTIONS TO RIDER B-IT**

Since this contract is not for the procurement of software, the following exceptions apply to the items from Rider B:

**Rider B-IT Item # 19 – INSURANCE REQUIREMENTS is struck in full:**

~~**19. INSURANCE REQUIREMENTS.** The Provider shall procure and maintain insurance against claims for injuries to persons, or damages to property, which may arise from, or in connection to, the fulfillment of this Contract, by the Provider, its agents, representatives, employees, or Subcontractors. The insurance shall be secured by the Provider, at the Provider's expense, and maintained in force, at all times during the term of this Contract, and, for any claims made (as opposed to occurrence-based) policy(ies), for a period of not less than two (2) years thereafter.~~

~~A. Minimum Coverage~~

~~i. Errors & Omissions, or Professional Liability Insurance, or Insurance by any other name, covering the following:~~

- ~~a) All acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret) in an amount not less than \$1,000,000 per occurrence, and as an annual aggregate;~~
- ~~b) Network security and privacy risks, including, but not limited to, unauthorized access, failure of security, breach of privacy, wrongful disclosure, collection, or other negligence in the handling of confidential information, related regulatory defense, and penalties in an amount not less than \$1,000,000 per occurrence, and as an annual aggregate;~~
- ~~c) Data breach expenses, in an amount not less than (see NOTE below and insert the appropriate limit based upon the number of Personally Identifiable Information records) \$0, and payable, whether incurred by the Department or the Provider; for and on behalf of the Department, including, but not limited to:
 
  - ~~C.1) Consumer notification, whether or not required by law;~~
  - ~~C.2) Forensic investigations;~~
  - ~~C.3) Public relations and crisis management fees; and~~
  - ~~C.4) Credit or identity monitoring, or similar remediation services.~~~~

~~The policy shall affirm coverage for contingent bodily injury and property damage arising from the failure of the Provider's technology services, or an error, or omission, in the content of, and information from, the Provider. If a sub-limit applies to any element of the coverage, the certificate of insurance must specify the coverage section and the amount of the sub-limit.~~

~~**NOTE: Personally Identifiable Information (PII) is information that can be used to identify a single person, such as name, social security number, date and place of birth, mother's maiden name, driver's license, biometrics, etc. Maine State law also has a more specific definition in 10 M.R.S. §1347(6).**~~

~~The Data Breach component of the Insurance (per occurrence) is pegged to the number of PII records that are the subject of this Contract.~~

<b>Number of PII Records</b>	<b>Insurance per Occurrence</b>
<i>1 through 3,000</i>	<i>\$400,000</i>
<i>3,001 through 100,000</i>	<i>\$1,000,000</i>
<i>100,001 through 1,000,000</i>	<i>\$5,000,000</i>
<i>Greater than 1,000,000</i>	<i>\$10,000,000</i>

- ~~ii. Workers' Compensation and employer's liability, as required by law;~~
- ~~iii. Property (including contents coverage for all records maintained pursuant to this Contract): \$1,000,000 per occurrence;~~
- ~~iv. Automotive Liability of not less than \$400,000 per occurrence single limit if the Provider will use vehicles to fulfill the contract;~~
- ~~v. Crime, in an amount not less than \$0 (The total monetary amount potentially at risk due to this contract; or Cash Currency and Negotiable Securities actually entrusted to this Provider); and~~
- ~~vi. Business Interruption, in an amount that would allow the Provider to maintain operations in the event of a Property loss.~~

~~B. Other Provisions – Unless explicitly waived by the Department, the insurance policies shall contain, or be endorsed to contain, the following provisions:~~

- ~~vi. The Provider's insurance coverage shall be the primary and non-contributory. Any insurance or self insurance maintained by the Department for its officers, agents, and employees shall be in excess of the Provider's insurance and shall not contribute to it.~~
- ~~vii. The Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.~~
- ~~viii. The Provider shall furnish the Department with certificates of insurance, and with those endorsements, if any, affecting coverage, required by these Insurance Requirements. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Department before this Contract commences. The Department reserves the right to require complete, certified copies of all required insurance policies at any time.~~
- ~~ix. All policies should contain a revised cancellation clause allowing thirty (30) days notice to the Department in the event of cancellation for any reason, including nonpayment.~~
- ~~x. The Department will not grant the Provider, or any sub-contractor of the Provider, "Additional Insured" status and the Department will not grant any Provider a "Waiver of Subrogation".~~

**Rider B-IT Item # 32 – LIMITATION OF LIABILITY is struck in full:**

~~**32. LIMITATION OF LIABILITY.** The Provider's liability to the Department, for damages sustained by the Department, as the result of Provider's default, or acts, or omissions, in the performance of~~

~~work under this Contract, whether such damages arise out of breach, negligence, misrepresentation, or otherwise, shall be the greater of any actual direct damages, up to the limits of the insurance required herein, or three times the value of the Product or Service that is the subject of this Contract, up to a maximum of \$25,000,000, but not less than \$400,000.~~

~~For instance, if this Contract is valued at \$15,000,000, then the Provider's liability is up to \$25,000,000. But if this Contract is valued at \$100,000, then the Provider's liability is no greater than \$400,000.~~

~~Notwithstanding the above, Provider shall not be liable to the Department for any indirect or consequential damages not covered by any of the insurances required herein.~~

**Rider B-IT Item # 38 – PROVIDER PERSONNEL is struck in full:**

**38. PROVIDER PERSONNEL**

- ~~A. The parties recognize that the primary value of the Provider to the Department derives directly from its Key Personnel assigned in the performance of this Contract. Key Personnel are deemed to be those individuals whose résumés were offered by the Provider in the Proposal. Therefore, the parties agree that said Key Personnel shall be assigned in accordance with the time frames in the most recent mutually agreed upon project schedule and work plan, and that no re-deployment or replacement of any Key Personnel may be made without the prior written consent of the Contract Administrator. Replacement of such personnel, if approved, shall be with personnel of equal or greater abilities and qualifications.~~
- ~~B. The Department shall retain the right to reject any of the Provider's employees whose abilities and qualifications, in the Department's judgment, are not appropriate for the performance of this Contract. In considering the Provider's employees' abilities and qualifications, the Department shall act reasonably and in good faith.~~
- ~~C. During the course of this Contract, the Department reserves the right to require the Provider to reassign or otherwise remove any of its employees found unacceptable by the Department. In considering the Provider's employees' acceptability, the Department shall act reasonably and in good faith.~~
- ~~D. In signing this Contract, the Provider certifies to the best of its knowledge and belief that it, and all persons associated with this Contract, including any Subcontractors, including persons or corporations who have critical influence on or control over this Contract, are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any Federal or State department or agency.~~
- ~~E. During the course of this Contract, the Department reserves the right to require a background check on any of the Provider's personnel (employees and Subcontractors) that are in any way involved in the performance of this Contract.~~

**Rider B-IT Item # 39 – PATENT, COPYRIGHT, AND OTHER PROPRIETARY RIGHTS is struck in full:**

**39. PATENT, COPYRIGHT, AND OTHER PROPRIETARY RIGHTS**

- ~~A. The Provider certifies that all services, equipment, software, supplies, and any other products provided under this Contract do not, and will not, infringe upon or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any claim by a third party against the Department, the Department shall promptly notify the Provider and the Provider, at its expense, shall defend, indemnify, and hold harmless the Department against any loss, cost, expense, or liability arising out of such claim, including reasonable attorney fees.~~
- ~~B. The Provider may not publish or copyright any data without the prior approval of the Department. The State and the Federal Government, if applicable, shall have the right to publish, duplicate, use, and disclose all such data in any manner, and for any purpose whatsoever, and may authorize others to do so.~~

**Rider B-IT Item # 40 – PRODUCT WARRANTY is struck in full:**

~~**40. PRODUCT WARRANTY.** The Provider expressly warrants its products and services for one full year from their final written acceptance by the Department. The responsibility of the Provider with respect to this warranty is limited to correcting deficiencies in any deliverable using all the diligence and dispatch at its command, at no additional cost to the Department. The Provider is also responsible for correcting and/or updating any documentation affected by any operational support performed under this warranty provision.~~

**Rider B-IT Item # 41 – COVER is struck in full:**

~~**41. COVER.** If, in the reasonable judgment of the Contract Administrator, a breach or default by the Provider is not so substantial as to require termination, and reasonable efforts to induce the Provider to cure the breach or default are unavailing, and the breach or default is capable of being cured by the Department or by another contractor without unduly interfering with the continued performance by the Provider, then the Department may provide or procure the services necessary to cure the breach or default, in which event the Department shall withhold from future payments to the Provider the reasonable costs of such services.~~

**Rider B-IT Item # 42 – OWNERSHIP is struck in full:**

~~**42. OWNERSHIP.**~~

- ~~A. All data (including Geographical Information Systems data), notebooks, plans, working papers and other works produced, and equipment and products purchased in the performance of this Contract are the property of the Department, or the joint property of the Department and the Federal Government, if Federal funds are involved. The State (and the Federal Government, if Federal funds are involved) shall have unlimited rights to use, disclose, duplicate, or publish for any purpose whatsoever all information and data developed, derived, documented, or furnished by the Provider under this Contract, or equipment and products purchased pursuant to this Contract. The Provider shall furnish such information and data, upon the request of the Department, in accordance with applicable Federal and State laws.~~
- ~~B. Upon termination of this Contract for any reason, or upon request of the Department, the Provider agrees to convey to the Department good titles to purchased items free and clear of all liens, pledges, mortgages, encumbrances, or other security interests.~~

**Rider B-IT Item # 43 – CUSTOM SOFTWARE is struck in full:**

**43. CUSTOM SOFTWARE.** For all custom software furnished by the Provider as part of this Contract, the following terms and conditions shall apply:

- A. ~~The Department shall own all custom software. The Department shall grant all appropriate Federal and State agencies a royalty-free, non-exclusive, and irrevocable license to reproduce, modify, publish, or otherwise use, and to authorize others to do so, all custom software. Such custom software shall include, but not be limited to, all source, object and executable code, operating system instructions for execution, data files, user and operational/administrative documentation, and all associated administrative, maintenance, and test software that are relevant to this Contract.~~
- B. ~~A fundamental obligation of the Provider is the delivery to the Department of all ownership rights to the complete system, free of any claim or retention of rights thereto by the Provider. The Provider acknowledges that this system shall henceforth remain the sole and exclusive property of the Department, and the Provider shall not use or describe such software and materials without the written permission of the Department. This obligation to transfer all ownership rights to the Department on the part of the Provider is not subject to any limitation in any respect.~~

**Rider B-IT Item # 44 – OFF-THE-SHELF (OTS) SOFTWARE is struck in full:**

**44. OFF-THE-SHELF (OTS) SOFTWARE.** For all OTS software purchased by the Provider as part of this Contract, the following terms and conditions shall apply:

- A. ~~This Contract grants to the Department a non-exclusive and non-transferable license to use the OTS software and related documentation for its business purposes. The Department agrees that the Provider may, at its own expense, periodically inspect the computer site in order to audit the OTS software supplied by the Provider, installed at the Department's site, at mutually agreed upon times. In the event that a separate license Contract accompanies the OTS software, then the terms of that separate license Contract supersede the above license granted for that OTS software.~~
- B. ~~This Contract does not transfer to the Department the title to any intellectual property contained in any OTS software. The Department will not decompile or disassemble any OTS software provided under this Contract, or modify any OTS software that bears the copyright notice of a third party. The Department will make and maintain no more than one archival copy (for back-up purpose) of each OTS software, and each copy will contain all legends and notices, and will be subject to the same conditions and restrictions as the original.~~
- C. ~~If the CPU on which any OTS software is licensed becomes temporarily unavailable, use of such OTS software may be temporarily transferred to an alternative CPU until the original CPU becomes available.~~

**Rider B-IT Item # 45 – SOFTWARE AS SERVICE is struck in full:**

**45. SOFTWARE AS SERVICE.** When the software is fully owned, hosted, and operated by the Provider, and the Department uses said software remotely over the Internet, the following terms and conditions shall apply:

- A. ~~The Provider, as depositor, shall enter into an escrow contract, upon terms acceptable to the Department, with a recognized software Escrow Agent. The escrow contract must provide for~~

~~the Department to be an additional party/beneficiary. The Provider shall deposit with the Escrow Agent the software, all relevant documentation, and all of the Department's data, and all updates thereof (the "Deposit Materials"), in electronic format. Deposits will occur no less frequently than once a month.~~

~~B. The escrow contract shall provide for the retention, administration, and controlled access of the Deposit Materials, and the release of the Deposit Materials to the Department, upon receipt of a joint written instruction from the Department and the Provider, or upon receipt of written notice from the Department that:~~

- ~~i. The Provider has failed to carry out its obligations set forth in this Contract; or~~
- ~~ii. A final, non-appealable judicial determination that the Provider has failed to continue to do business in the ordinary course; or~~
- ~~iii. The Provider has filed a voluntary petition in bankruptcy, or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, or becomes subject to an involuntary petition in bankruptcy, which petition or proceeding is not dismissed or unstayed within sixty (60) days from the date of filing; or~~
- ~~iv. The Provider is in material breach of its maintenance and support obligations and has failed to cure such breach within thirty (30) days from the date of receipt by the Provider of written notice of such breach; or~~
- ~~v. A condition has occurred that materially and adversely impacts the Provider's ability to support the software and the Provider has failed to cure such condition within thirty (30) days from the date of receipt by the Provider of written notice of such condition.~~

~~C. The Provider is responsible for all fees to be paid to the Escrow Agent.~~

~~D. The Escrow Agent may resign by providing advance written notice to both the Department and the Provider at least thirty (30) calendar days prior to the date of resignation. In such an event, it is the obligation of the Provider to establish a new escrow account with a new Escrow Agent.~~

**RIDER D: Program Manual**

**Program Manual**

The Program Manual begins on the next page.



# **Defense and Manufacturing Training Fund Program Manual**

May 2026

## **How to Use This Manual**

This manual guides employers participating in the Defense and Manufacturing Training Fund (“Training Fund”). It outlines program requirements, eligibility, reimbursement, and the steps to request training funds. Use it to understand the program before applying and as a reference throughout participation.

To apply for the Training Fund, employers can visit [worksourcemaine.com/training-fund](https://worksourcemaine.com/training-fund). If you have any questions, please contact Program Staff at [trainingfund.dol@maine.gov](mailto:trainingfund.dol@maine.gov) or 207-530-1959.

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## Program Overview

The Maine Department of Labor and Maine State Workforce Board (SWDB) secured \$7.9M from the U.S. Department of Labor’s Industry-Driven Skills Training Fund to support workforce training in Maine’s defense shipbuilding and advanced manufacturing sectors. With this funding and in partnership with industry, education and state agencies, Maine State Workforce Development Board (SWDB) established the Defense and Manufacturing Training Fund (“Training Fund”), which reimburses employers up to \$8,000 per employee for training investments.

## Program Goals

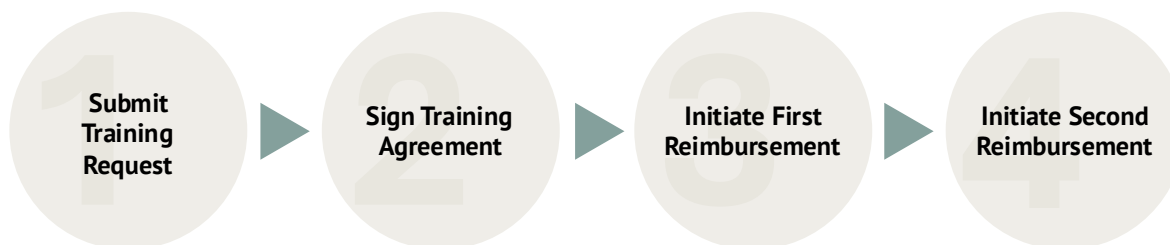
The SWDB aims to:

- Expand the skilled trades workforce for critical roles, including AI and digital skills;
- Strengthen connections between industry and training providers using data-driven strategies;
- Grow registered apprenticeship through employer investment; and
- Streamline employer access to workforce resources through Work Source Maine.

The Training Fund aims to serve at least 30 employers and upskill 900 workers statewide through training reimbursements.

## How to Participate

The program follows a four-step process, with reimbursements issued in two equal payments:



1. **Submit Training Request** – Before training begins, employer submits a [training request](#) describing the company, employees, and proposed training. Program staff can help identify training if needed.
2. **Sign Training Agreement** – If approved, the employer signs a training agreement (contract with the State) outlining program requirements and reimbursement terms.
3. **Initiate First Reimbursement Request** – The employer identifies whether the employee’s training was completed to prompt their first reimbursement payment.
4. **Initiate Second Reimbursement Request** – Six months after training completion, the employer identifies whether the employee was retained to prompt their second and final reimbursement payment.

Applications are reviewed first-come, first-served. Employers will receive email updates throughout, including confirmations, approval status, and next steps. Employers can expect to hear back within two weeks of a request.

Please refer to the Appendix's [Application Form Fields](#) section for a detailed walk through of information to be collected at each stage to help employers prepare for submission.

## Eligibility Requirements

### Eligible Employers

Employers must do the following to qualify for participation in the fund:

- Have a Maine location (verified via EAN and UI records).
- Operate in defense shipbuilding (including supply chain) or other advanced manufacturing sector and provide industry details and, if applicable, CAGE code and prime or sub-contractor status.
- Be compliant with state and federal labor laws and current on UI and Paid Family Medical Leave contributions.
- Be a [registered State of Maine vendor](#) (see [Application Form Fields](#) section in Appendix for detail).
- Commit to recruiting and training new hires and/or upskilling existing employees.
- Commit to partner with MDOL and workforce partners by maintaining a [Maine JobLink \(MJL\) account](#), posting jobs to MJL, and joining a workforce partner onboarding call.
- Define employee training needs (role, skills, credential, timeline, cost, provider, expected wage gains).
- Report training, employment and wage outcomes of each trainee to MDOL within 45 days of request.
- Pay competitive wages to employees as defined by [local labor market information](#).
- Explore and leverage additional [workforce funding sources](#), where available.
- Retain reimbursement records for six years and comply with audits.

### Additional Requirements for Larger Awardees

For employers receiving \$50,000 or more in reimbursement funds, commit to:

- Having training supervisors participate in at least one of the following (or similar) workplace trainings:
  - Workplace safety training through [SafetyWorks!](#)
  - MDOL-offered training to support recruitment & retention of unemployed and underemployed workers (e.g., [Employment First-related training](#), [Building Welcoming Workplaces](#))
  - Apprenticeship Lunch and Learn [informational session](#)
- Providing at least one business or participant success story after training completion.

### Eligible Workers

Employees must be all of the following to participate:

- New hires or incumbent workers (i.e., funds cannot be used for pre-hire training);
- At least 17 years of age and not currently enrolled in secondary school (e.g., high school);
- W-2 employees; and
- Perform work in Maine for an eligible participating employer.

**Please note: although workers are not required to live in Maine, this program is intended to serve Maine businesses and workers, so the vast majority of an employer's request must be for workers residing in the state.**

## Eligible Training

As an industry-driven program, employers can pursue multiple options for training their employees, including through the following training types:

1. **Registered apprenticeship:** either developing a new program or expanding an existing one
2. **Other skills training:** including classroom training, in-house training, and online trainings, among others.

## Training Requirements

To qualify for reimbursement, all trainings must:

- Align with **industry-defined priority manufacturing occupations and digital skills** ([see list in Appendix](#));
- Result in an **industry-recognized credential** ([see definition below](#)) that is portable and valued by multiple employers in the manufacturing industry;
- Be completed in **fewer than two years**. This may include graduate certificates or accelerated bachelor's programs if a participant has already completed an associate's degree or if the program can be completed in under two years;
- **Start after program approval**, as defined by the training agreement signing date; and
- **Supplement, not supplant, existing employer training supports;** funds must add new or expanded training for employees and cannot replace or be used to cover costs of existing employer-provided trainings.

## Priority Occupations and Digital Skills

Identified through the [Advanced Manufacturing Talent Roadmap](#), employer surveys, and industry input, these occupations and digital skills are eligible for reimbursement. Employers should select the occupation closest matching [ONET](#) occupation; if the exact title your company uses it not listed, refer to [ONET](#) for guidance. Additional critical occupations or digital skills may be submitted using the "Other" fields for review.

## Priority Occupations

- **Engineers and Engineering Technicians:** Aerospace Engineering and Operations Technologists and Technicians; Aerospace Engineers; Architectural and Engineering Managers; Calibration Technologists and Technicians; Chemical Engineers; Electrical and Electronic Engineering

Technologists and Technicians; Electrical Engineers; Electro-Mechanical and Mechatronics Technologists and Technicians; Electronics Engineers (Except Computer); Engineering Technologists and Technicians (All Other); Engineers (All Other); Industrial Engineers; Industrial Engineering Technologists and Technicians; Manufacturing Engineers; Manufacturing Technicians; Materials Engineers; Mechanical Engineers

- **Drafters:** Drafters (All Other); Electrical and Electronics Drafters; Mechanical Drafters
- **Machine Operations and Maintenance:** Helpers—Production Workers; Coating, Painting, and Spraying Machine Setters/Operators/Tenders; Electrical and Electronic Assemblers; Electrical and Electronics Repairers (Commercial and Industrial Equipment); Electromechanical Assemblers; Industrial Machinery Mechanics; Layout Workers (Metal and Plastic); Maintenance and Repair Workers (General); Miscellaneous Assemblers and Fabricators; Molding/Coremaking/Casting Machine Setters/Operators/Tenders (Metal and Plastic); Multiple Machine Tool Setters/Operators/Tenders (Metal and Plastic); Packaging and Filling Machine Operators and Tenders; Paper Goods Machine Setters/Operators/Tenders; Production Helpers; Production Workers (All Other)
- **Machining:** Computer Numerically Controlled (CNC) Tool Operators; CNC Tool Programmers; Machinists; Millwrights
- **Production Managers:** First-Line Supervisors of Mechanics/Installers/Repairers; First-Line Supervisors of Production and Operating Workers; General and Operations Managers; Industrial Production Managers; Architectural and Engineering Managers
- **Quality Control and Assurance:** Health and Safety Engineers (Except Mining Safety Engineers and Inspectors); Occupational Health and Safety Specialists; Quality Assurance Technologists; Quality Control Inspectors; Quality Control Supervisors
- **Welding:** Sheet Metal Workers; Structural Iron and Steel Workers; Structural Metal Fabricators and Fitters; Welders/Cutters/Solderers/Brazers; Welding Engineers; Welding Inspectors; Welding Instructors; Welding Supervisors; Welding, Soldering, and Brazing Machine Setters/Operators/Tenders

### Priority Digital Skills

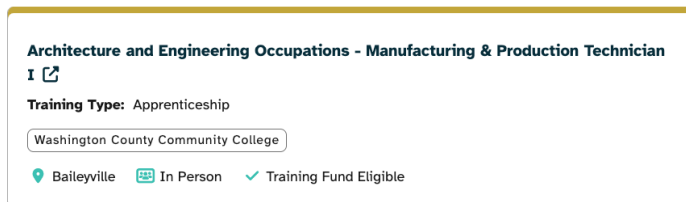
- Additive manufacturing
- Augmented reality
- Automation & robotics
- Capturing, integrating and sharing data
- Cloud computing
- Cyber-physical systems
- Cybersecurity
- Data analytics and visualization
- Enterprise systems knowledge (ERP, MES)
- Machine learning/AI
- Networking, integration and edge computing, unified namespace/data lakes
- Sensors/IoT
- Ability to bridge OT and IT networks

### Industry-Recognized Credentials

This program defines industry recognized credentials as qualifications – such as certificates, registered apprenticeship completion certificates, certifications, degrees, or licenses – that are validated by a specific industry and sought by employers for recruitment and hiring. They verify that an individual has

mastered a specific set of skills and knowledge for a particular occupation or field, often require passing an exam and can be a supplemental to a traditional degree. Industry recognized credentials include:

- Credentials offered by Maine training providers (e.g., Maine Community College and University of Maine Systems, Adult Education, Maine MEP, Maine Maritime Academy, Roux Institute) listed on Work Source Maine and tagged as pre-approved for reimbursement
- National or vendor certifications (e.g., American Welding Society Certified Welder, FANUC Robotics Operator), searchable from a list of 900+ approved credentials in the application



Example eligible credential listed on Work Source Maine

**Note: If a training is not listed on Work Source Maine or the national credential list, employers are encouraged to submit it for consideration by entering the details when prompted. If it leads to a national or manufacturer certification not found in the search tool, select “Other” and enter the certification name.**

## Training Costs

Funding offsets high-quality training costs and supports workforce development. Reimbursement is capped at \$8,000 per participant across all training types. Costs must be reasonable and tied to credential attainment. When available, the Training Fund team will suggest free or lower-cost in-state options may be required when available.

Reimbursable costs include:

- Tuition, instruction, or provider fees
- Certification/exam and prep costs
- Training materials, supplies, and equipment
- Curriculum development and delivery

For registered apprenticeships, On-the-Job Training (OJT) support for **new apprentices only** (not incumbent apprentices) may be available after other training costs are covered. OJT support is time-limited (up to 12 weeks) and covers up to 50% of wages during the training period to offset supervision and mentoring costs.

**Unallowed costs include those that supplant existing employer training supports** or ongoing employer-provided trainings. Funds must add new or expanded training for employees.

**Please note: See the Complementary Programs section of the Appendix to learn more about other resources employers can pair with the Training Fund to further offset training costs and support the recruitment and retention of their workforce.**

## Documentation Requirements

### Registered Apprenticeship

Employers requesting support for registered apprenticeships must follow these guidelines to qualify for the higher rate:

- Submit a Maine Apprenticeship Program (MAP)-approved schedule of work. If you are interested in creating a new registered apprenticeship program and need assistance, please contact the [Maine Apprenticeship Program](#).
- Define the training period in the MAP-approved schedule of work, including start and end dates, skills and competencies to be developed, how they will be measured or demonstrated, and any related classroom or technical instruction. For new apprentices, this period is typically around six months.
  - Training cannot begin until the request is approved.
  - Training completion is defined as when the apprentice has demonstrated and documented the required skills and competencies and/or when related instruction results in an industry-recognized credential, ensuring measurable skill gains and potential credential attainment.
- Submit a line-item budget with the initial request and an invoice with the first reimbursement, using this [template](#).

### Other Skills Training

Employers may request reimbursement for classroom or in-house training (internal or external trainers) under Other Skills Training. Costs must be specific to the individual employee, and all program requirements apply (e.g., training must lead to an industry-recognized credential). Employers must submit a line-item budget with the initial request and an invoice with the first reimbursement, using this [template](#).

## Reimbursement Structure

### Employer Caps

- Employers are eligible for up to \$250,000 per calendar year in reimbursement, not to exceed \$1M over the life of the program (May 2026 – July 2029).
- 50% of funds reserved for defense shipbuilding employers; 50% for other advanced manufacturing employers.
  - The defense shipbuilding sector refers to the network of shipyards, suppliers, and contractors responsible for designing, constructing, fabricating, and/or repairing vessels and maritime systems for national defense and security.
  - The advanced manufacturing sector refers to the use of innovative technologies to create existing products and the creation of new products. Advanced manufacturing can include production activities that depend on information, automation, computation, software, sensing, and networking.

### Employee and Training Caps

- Reimbursement rates are based on the training request, with a maximum reimbursement rate of 80%.
- The maximum reimbursement available per employee is \$8,000. Employees may participate in multiple trainings (not concurrently) though total may never exceed \$8,000 over grant period.
- Employers may request reimbursement for training of any cost, but a maximum of \$10,000 will be considered, which is then subject to the corresponding reimbursement rate tiers (see below).

## Reimbursement Rate Tiers

Employers are eligible for a base reimbursement of 40% of approved training costs for additional qualifying factors described in table below. The maximum total reimbursement rate shall not exceed 80%.

Reimbursement Tiers	
<b>Baseline reimbursement rate</b>	<b>40%</b>
Registered apprenticeship	+10%
5-10% wage increase 6 months post-training completion	+10%
10+% wage increase 6 months post-training completion	+10%
Small business (fewer than 100 FTEs)	+10%
<b>Maximum reimbursement rate</b>	<b>80%</b>

**Please note: if an employer does not fulfill the commitments used to calculate the reimbursement rate (such as wage increases or apprenticeship participation), the reimbursement amount will be recalculated and adjusted accordingly.**

## Reimbursement Milestones

Reimbursements will be issued in equal parts, based on the corresponding reimbursement rate, with half of the reimbursable amount provided at each milestone.

Following the initial training request and signing of the training agreement, reimbursements are issued in two stages to encourage training completion and worker retention.

1. First reimbursement: issued after the training has been completed, documentation has been submitted, and the reimbursement has been approved.
2. Second reimbursement: issued after the employee has remained employed six months after training completion and the reimbursement has been approved.

All reimbursement requests must be submitted by May 1, 2029 to be considered for approval.

Please note: if an employee does not complete training or is not retained, the corresponding reimbursement will not be issued.

## Reimbursement Examples

The following examples demonstrate how reimbursement amounts may vary depending on employer commitments such as wage increases or apprenticeship participation. Training costs used here are purely hypothetical and for the purpose of explanation, and key qualifying criteria are noted in *italics*.

Example	Reimbursement Amount
A defense shipbuilding supplier with <i>30 employees</i> trains one machinist through a \$6,000 training program and commits to providing a <i>12% wage increase</i> within six months of program completion.	The employer qualifies for a 70% reimbursement rate (40% base + 20% for wage gains + 10% small business), totaling \$4,200 on \$6,000 in training—paid as \$2,100 at completion and \$2,100 after 6-month retention, if requirements are met.
A forest bioproducts manufacturer with <i>140 employees</i> enrolls a worker in a <i>registered apprenticeship</i> that will result in a <i>7% wage increase within six months of training completion</i> , with training costs of \$12,000.	The employer qualifies for a 60% rate (40% base + 10% for wage gain + 10% for apprenticeship). With a \$10,000 capped cost (from \$12,000), total reimbursement is \$6,000—paid as \$3,000 at each milestone, if requirements are met.

## Appendix

### A. Frequently Asked Questions

#### Do workers need to live in Maine?

Workers do not need to live in Maine, but they must be employed by an eligible participating Maine employer. However, this program is intended to serve Maine businesses and workers, so a vast majority of an employer’s request must be for workers residing in the state.

#### What happens if an employee does not complete training?

If an employee does not complete the training, the costs associated with that employee’s training will not be eligible for reimbursement.

#### What happens if the employee departs from the company within six months of completing the training?

The second reimbursement payment will not be issued if the employee is not retained.

#### Can employees participate in multiple trainings?

Yes. Employees may complete multiple trainings, up to \$8,000 per employee over the life of the grant (or until grant funds are expended). Trainings may not overlap—each must be completed before the next begins.

#### How does the Training Fund define staff size?

Staff size is defined by the total number of FTEs across the company, including Maine and non-Maine based facilities.

### **What if the company needs to train an employee for an occupation or digital skill not on the priority list?**

Employers are encouraged to submit that associated training for consideration using the “Other” options in the form for consideration and review by the Training Fund team. The priority occupations and digital skills list will continue to be refined based on employers’ requests.

### **Are federal workers eligible for training reimbursement?**

No, funds may not be used to reimburse employers for training federal workers in any occupations or at any worksites. However, reimbursing employers for training federal contractors is allowable.

### **Will the cost of training be paid upfront, or will employers be reimbursed?**

Employers will pay training costs upfront and then be reimbursed after the training is completed, if all eligibility, contractual obligations, and documentation requirements are met per the training agreement.

### **Will eligible employers receive the training payment, or will it go to the training provider?**

Training costs will be paid directly to the employer.

### **How soon will employers receive reimbursement once their first and second reimbursements requests are approved?**

Once employers provide all necessary information and their requests are approved, payments should be processed within 30 days.

## **B. Application Form Fields**

Employers will complete a form to collect the information needed to determine eligibility and process reimbursements. To help prepare, the information required is outlined below by program step. Fields marked with an asterisk (\*) are required.

### **Welcome**

This step confirms intent to participate and begins the application process. Returning employers adding employees can skip company details and proceed directly to employee and training information.

### **Training Request**

#### **Company Details**

This information is used to verify eligibility, operations in Maine, and sector alignment. To save employers time, note that this page will only need to be completed once, and employers will receive an error if entering the information of a previously entered employer. If returning to the program later to enroll additional employees, employers should select the option on the welcome screen indicating they have inquired previously. Fields include:

Welcome  
Defense Shipbuilding and Advanced Manufacturing Training Fund

All fields marked with \* are required and must be filled.

Is your company new to the training fund? \*

Yes, I would like to participate in the training fund

No, I have previously inquired about training or enrolled employees for reimbursement

Save Next

ACCESSIBILITY  
SHARED EASY

- Company Name\*
- State Employer Account Number (EAN)\*: Also called a State Employer Identification Number (SEIN). If unknown, contact your payroll department or the MDOL Unemployment Insurance Tax Division at (207) 621-5100.
- Brief description of Product and Services\*
- Website
- Sector\*
  - If defense shipbuilding: whether a company is a prime or sub-contractor and CAGE code\*
- Staff Size\*
- Maine Headquarters Address\*
- Employer Maine JobLink (MJL) Email\*: Employers must have an MJL account to participate in the training fund. If you are unsure of the email address associated with your account, please call MDOL's Maine JobLink team at (207) 623-7967. If your company does not already have an MJL account, please follow this [link](#) to create one.
- Employers may submit for provisional approval without being registered as a vendor but must register to fully participate. If you're unsure whether you already have a Vendor ID, you can check using the state registration portal (Public Access → Vendor Registration → Company Search). Providing your Vendor ID now will help speed up application review.
- Point of Contact Information\*
- If you don't know the specific training you would like to use to upskill your employee, there's an opportunity here to identify the occupation or skill you need training for and Training Fund program staff will advise on potential solutions.

### Employee and Training Details

Captures employee-specific data and must be submitted for each employee and training. This information is required for federal reporting, eligibility validation, and wage outcome tracking. To save employers time, the form allows employers to add another employee to the same training or add the same employee to another training without having to re-enter this information. Fields include:

- Employee Name\*
- Social Security Number\*: For federal reporting requirements, employers must provide Social Security Numbers for participating employees. This information is used only for federal workforce reporting and performance tracking.
- Employee Maine JobLink (MJL) Email: Employers may submit a form for provisional approval without providing Maine JobLink account information for their staff but will ultimately be required to in order to participate in the program. If not already registered in MJL, your employees may do so at this [link](#). Providing MJL information at this stage will help expedite your application review.
- When the employee started or will begin employment\*

- Whether the employee is at least 17 years old and not currently enrolled in high school\*
- Whether the employee lives in the state of Maine\*
- If requesting a higher reimbursement rate, current wage and planned wage within 6 months of training completion.
- The occupation you are seeking training for\*
- Training Provider\*
- Training Name\*
- Training Link
- Training Type\*
  - If the training is within a registered apprenticeship, a schedule of work identifying which competencies or related technical instruction will be completed within six months.
- Credential Type\*
- Any manufacturer or industry-specific certificate or certification gained through the training\*
- Estimated Training Start Date\*
- Estimated Training End Date\*
- Training Cost\*
- A training budget using this [template](#)\*

**Employee Details**

Please complete the details below for each employee you would like to train. At the end of the form you will have an opportunity to add additional employees and trainings using the same information.

---

All fields marked with \* are required and must be filled.

Employee Name \*

First Name Last Name

Social Security Number \*

We collect Social Security Numbers to comply with Workforce Innovation and Opportunity Act (WIOA) and other state and federal reporting requirements. This is a secure website in compliance with SOCC and HIPAA requirements.

Employee Maine JobLink (MIL) Email

Employees may submit a form for provisional approval without providing Maine JobLink account information for their staff but will ultimately be required to in order to participate in the program. If your employees are already registered, please enter their MIL account email here. If not already registered, your employees may do so at the link below. Providing MIL information at this stage will help expedite your application review.

To register with MIL, please follow this link:  
[Create Job Seeker Account - Maine JobLink](#)

Please identify when the employee started or will begin employment. \*  They started employment in the last six months  
 They have been employed at the company for longer than six months

Is this employee at least 17 years old and not currently enrolled in high school? \*  Yes  
 No

Does this employee live in the state of Maine? \*  Yes  
 No

**After approval of company and training details, the employer will receive a training agreement to sign, confirming program terms and reporting requirements outlined in this guide.**

### First Reimbursement

This form is submitted after each employee completes training to trigger the first reimbursement. It will be sent to the employer and pre-populated from the initial request. Fields include:

- Whether each employee completed the training\*
- Confirmed start and end date\*
- Confirmed training cost\*
- Other training incentives used to pay for the training\*
- Training completion documentation\*
- Training invoice\*

**First Reimbursement**

Below are the training details initially provided.

---

All fields marked with \* are required and must be filled.

Employee Name \*


First Name Last Name

Training Provider \*

Training Name \*

Credential Type \*

Did the employee complete the training? \*  Yes  
 No



### Second Reimbursement Form

This form is submitted six months after training completion to confirm retention and issue the final reimbursement. It will be sent to the employer and pre-populated from the initial request. Fields include:

- Whether the employee is still employed at the company\*
- If seeking a higher reimbursement rate for the employee's training by providing a wage increase, the employee's current hourly wage\*
  - Documentation of their wage (e.g., pay stub) at training request
- Retention/wage documentation\*

## C. Complementary Programs

Employers can combine these resources with the Training Fund to offset costs and support workforce recruitment and retention. Visit Work Source Maine's [Virtual CareerCenter](#) for a full list of options.

### Training Incentives

Depending on the training, employers may be eligible for additional incentives:

- An additional **\$2,000** per worker in tax credits through the [Dirigo Business Incentives Program](#), if the training costs more than \$2,000, is at least 20 total hours, and your company is claiming a minimum of 3 qualified employees in the tax year.
- Up to **\$2,500** in funding per apprentice through the [Maine Apprenticeship Program](#), with additional funding available to employers that are starting an apprenticeship program or adding a new occupation to an existing one.
- Up to **\$1,200** per frontline worker in matching training reimbursement funding through the [Harold Alfond Center for the Advancement of Maine's Workforce](#).
- An additional **\$3,500** per apprentice through the [American Manufacturing Apprenticeship Incentive Fund](#).

### Other Employer Supports

The following resources are also available to support employers' recruitment and retention efforts:

- **CareerCenters:** Help with job postings, recruitment, hiring events, interviewing, and candidate matching.
- **WIOA Programs:** Regional partners ([EMDC](#), [Workforce Solutions](#), [ACAP](#)) to support employers with new hires' on-the-job training, wraparound supports, and employee placement services.
- **Bureau of Rehabilitation Services:** Connects employers with qualified workers with disabilities and related support services.

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**Stevens Amendment:** The Defense Shipbuilding and Advanced Manufacturing Training Fund ("Training Fund") is supported by the U.S. Department of Labor. A total of \$7.9M, 100 percent of the Training Fund, is financed with federal funds.

**RIDER G: IDENTIFICATION OF COUNTRY IN WHICH CONTRACTED WORK WILL BE PERFORMED**

Please identify the country in which the services purchased through this contract will be performed:

**United States. Please identify state: Maine**

**Other. Please identify country: Enter Country**

Notification of Changes to the Information:

The Provider agrees to notify the Office of State Procurement Services of any changes to the information provided above.

# ATTACHMENT A: TRAINING FUND REIMBURSEMENT BUDGET AND INVOICE

## TRAINING FUND REIMBURSEMENT BUDGET AND INVOICE

*You can use this same form to submit a training budget and invoice. Please complete only the beige cells when submitting a budget, adding info to the gray cells for the invoice.*

**From:**

**To:**

Maine Department of Labor  
45 Commerce Dr.  
Augusta, ME 04330

**Invoice**  
**Date:**  
**Invoice #:**  
**Vendor**  
**Code:**

**Employee Name:**

**Training Completion**  
**Date:**

**Training Type:**

**Training Name:**

Cost Category	Budgeted	Expended
Tuition, academic, instructional, or training provider costs		
Certification or exam fees		
Training materials, supplies and equipment		
Curriculum and program development & delivery		
On-the-job training (OJT) support*		
<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>

Cost Category	Brief Description
Tuition, academic, instructional, or training provider costs	
Certification or exam fees	
Training materials, supplies and equipment	
Curriculum and program development & delivery	
On-the-job training (OJT) support*	

Authorized Representative Name  
Authorized Representative Signature

\*OJT support is available ONLY to the Provider seeking reimbursement for NEW apprentices after other training costs (related technical instruction) are covered. For more information on how to calculate OJT costs, see Program Manual.