



**ADMINISTRATION & FINANCE
PURCHASING DIVISION
CITY OF WORCESTER, MA
455 MAIN STREET
ROOM 201, CITY HALL
WORCESTER, MA 01608
(508) 799-1220**



**Christopher J. Gagliastro, MCPPO
Purchasing Agent**

**RFP NO. CR-8033-W3
ISSUANCE DATE: 5/25/2023**

BUYER: Christopher J. Gagliastro

**AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER
REQUEST FOR PROPOSALS
NOTICE TO PROPOSERS**

RFP TITLE: One-Stop Operator Services (WIOA) / MassHire Central Region Workforce Board (MCRWB)

REFER TO PAGE 7 FOR PROPOSAL SUBMISSION INFORMATION

General Conditions:

All proposals are subject to the terms, conditions and specifications herein set forth:

- 1. Scope: Provide one-stop operator services as per the attached requirements and specifications of the MassHire Central Region Workforce Board for a period of two years from July 1, 2023 through June 30, 2025. This contract may be renewed for two additional one-year periods at the sole discretion of the City and at the same unit prices. The option to extend shall be determined near the end of the current period.**
- 2. A certified check or bid bond made payable to the "City Treasurer, City of Worcester" in the amount of N/A must accompany this proposal. This must be submitted under separate sealed cover marked "Proposal Security." In the case of default, the surety shall be forfeited to the City as liquidated damages.**
- 3. All terms and conditions are applicable to this proposal except the following section(s) which are hereby deleted from this RFP: 4, 22, 23, 27**
- 4. A performance bond in the amount of N/A will be required. If this proposal is accepted by the City and the Proposer shall fail to contract as set forth in these requirements and to give a bond in the aforementioned amount, within ten (10) days, (not including Sundays, Saturdays, or a legal Holiday) from the date of the mailing of a notice from the City to the Proposer, according to the address given herewith, that the contract is ready for signature, the City may by option determine that the proposer has abandoned the contract and thereupon the proposal and acceptance shall be null and void and the proposal security accompanying this proposal shall become the property of the City as liquidated damages.**

Any prospective proposer requesting a change in or interpretation of existing specifications or terms and conditions must do so within 5 days (Saturdays, Sundays, and Legal Holidays excluded) before scheduled proposal opening date. All requests are to be in writing to the Purchasing Division. No changes will be considered or any interpretation issued unless request is in our hands within 5 days (Saturdays, Sundays, and Legal Holidays excluded) before scheduled proposal submission date.

Any inquiries related to technical or contractual matters must be submitted in writing to:

**Christopher J. Gagliastro, MCPPO
Purchasing Director
City of Worcester, City Hall
455 Main Street, Room 201
Worcester, MA 01608
gagliastroc@worcesterma.gov**

5. Nothing herein is intended to exclude any responsible Proposer or in any way restrain competition. All responsible Proposers are encouraged to submit proposals. The City encourages participation by Minority and Women Owned Business Enterprises (M/WBE).
6. The following meanings are attached to the defined words when used in this RFP.
 - a) The word "City" means The City of Worcester, Massachusetts.
 - b) The word "Proposer" means the person, firm or corporation submitting proposal on these specifications or any part thereof.
 - c) The word "Contractor" means the person, firm or corporation with whom the contract is made by carrying out the provisions of these specifications and the contract.
 - d) The words "Firm Price" shall mean a guarantee against price increase during the life of the contract.
7. All proposals and other documents relating to this RFP are subject to the public records provisions of M.G.L. c.30B, and shall remain confidential until the time specified in c.30B section 6 (d).
8. All material submitted by vendors becomes the property of the City. The City is under no obligations to return any of the material submitted by a vendor in response to this RFP.
9. Each vendor's proposal must remain in effect for at least 120 days from the deadline for its submission. The City will decide upon acceptance within 120 days of submission.
10. It is understood and agreed that it shall be a material breach of any contract resulting from this RFP for the Contractor to engage in any practice which shall violate any provision of Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharge,

compensation, or terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex, age or ancestry.

11. The City reserves the right to accept or reject any or all of the proposals submitted and waive informalities and technicalities.
12. The City will review and analyze each proposal, and reserve the right to interview selected proposers. The City shall select the proposer, which in the City's opinion, has made the proposal best suited to the needs and goals of the City and its operations and deemed to be in compliance with the terms of this RFP.
13. The Contractor will be required to indemnify and save harmless the City of Worcester for all damages to life and property that may occur due to his or her negligence or that of his or her employees, subcontractors, etc. during the contract derived from this RFP.
14. The Contract Agreement will be drafted by the City's Law Department in compliance with the terms of the RFP, and may incorporate the terms of this RFP and of the proposal selected.
15. The Proposer must certify that no official or employee of the City of Worcester, Massachusetts, is pecuniarily interested in this proposal or in the contract which the proposer offers to execute or in expected profits to arise therefrom, unless there has been compliance with the provisions of G.L.C. 43 section 27, and that this proposal is made in good faith without fraud or collusion or connection with any other person submitting a proposal.
16. Any proposal withdrawn after time and date specified, the proposer shall forfeit deposit on proposal as liquidated damages.
17. A vendor conference will be held as follows: N/A
18. The Contractor shall not assign, transfer, sublet, convey or otherwise dispose of any contract which results from this RFP, or its right, title or interest therein or its power to execute the same to any other person, firm, partnership, company or corporation without the previous consent in writing of the City. Should the Contractor attempt any of the above without the written consent of the City, the City reserves the right to declare the Contractor in default and terminate the contract for cause.
19. The Contractor shall obtain and maintain in force at all times during the term of the contract derived from this RFP, insurance coverage pertaining to Public Liability, Property Damage and Worker's Compensation in the following types and amounts:
 - A) PUBLIC LIABILITY INSURANCE - Contractor to supply the City of Worcester with certificates of insurance covering public liability in an amount not less than \$1,000,000.00 to any one person, and not less than \$ 1,000,000.00 on account of one accident.

B) PROPERTY DAMAGE INSURANCE - Contractor to supply the City with certificates of insurance covering property damage in an amount not less than \$1,000,000.00 for damages on account of any one accident, and not less than \$2,000,000.00 on account of all accidents.

C) COMPENSATION INSURANCE - The Contractor shall furnish the City with certificates showing that all its employees shall be connected with the management operations are protected under worker's compensation insurance policies.

20. The Contractor shall carry Public Liability Insurance with an insurance company satisfactory to the City so as to save the City harmless from any and all claims for damages arising out of bodily injury to or death of any person or persons, and for all claims for damages arising out of injury to or destruction of property caused by accident resulting from the use of implements, equipment or labor used in the performance of the contract or from any neglect, default or omission, or want of proper care, or misconduct on the part of the Contractor or for anyone in his or her employ during the execution of the contract derived from this RFP.
21. Prior to starting on the contract derived from this RFP, the Contractor shall deposit with the Purchasing Division, certificate from the insurer to the effect that the insurance policies required in the above paragraph have been issued to the Contractor. The certificates must be on a form satisfactory to the City.
22. All prices quoted must include inside delivery, and set-up in place F.O.B. destination to pre-designated City of Worcester departments.
23. No special charges will be allowed for rigging, packing, crating, freight, express, or carriage unless specifically stated and included in the vendor's proposal.
24. The award to the successful proposer may be cancelled in the event of vendor nonperformance as may be determined by the City.
25. The successful proposer shall comply with all applicable federal, state and local laws, ordinances, and regulations. The awarded contract shall be governed under the laws of the Commonwealth of Massachusetts.
26. Purchases made by the City are exempt from Federal and Massachusetts state taxes and proposal prices must exclude any such taxes. Tax exemption certificates will be furnished upon request.
27. When the contract is executed, a performance bond, in the full amount of the contract, is required. See paragraph 4. The bond will be of a surety company qualified to do business under the laws of the Commonwealth of Massachusetts. The cost of this bond is the vendor's responsibility. Bonds shall remain in force and effect thru the performance of the contract.
28. Expenditures by the City and authorization to spend for particular purposes are made on fiscal year basis. The City's fiscal year is the twelve month period ending June 30 of each

year. The obligations of the City under any agreement to be reached are subject to the appropriation or authorization of the necessary funds. The City agrees to make reasonable efforts to obtain funding and all necessary authorization.

29. No amendment to the contract shall be effective unless it is in writing and signed by authorized representatives of both parties and is accepted by the City of Worcester.
30. The vendor (and its insurers, if any) shall bear all risk of loss or damage to the equipment which occurs in transit to the user site. The risk of loss or damage to purchased equipment shall remain with the vendor until the purchase price has been paid and title has passed. The vendor shall also bear the risk of loss or damage to leased or rented equipment during the City of Worcester's possession and use thereof subject, however to such conditions and limitations as may be stated elsewhere in the contract.
31. The vendor shall not assign or in any way transfer any interest in the contract without the prior written consent of the City provided, however, that claims for money due or to become due to vendor from the City may be assigned to a bank, trust company, or other financial institution without such consent so long as notice of such assignment is furnished promptly to the City. Any such assignment shall be expressly made subject to all defenses, set-offs, or counter-claims which would have been available to the City against the vendor in the absence of such assignment.
32. None of the services to be provided by the vendor pursuant to the contract shall be subcontracted or delegated to any other organization, association, individual, corporation, partnership or other such entity without the prior written consent of the City. No subcontract or delegation shall relieve or discharge the vendor from any obligation or liability under the contract except as specifically set forth in the instrument of consent. Any subcontract to which the City has consented shall be attached to the original of the contract on file in the City of Worcester.
33. Neither party will be liable to the other or be deemed to be in breach of the contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight, embargoes, and unusually severe weather. If the vendor's failure to perform is caused by the default of the subcontractor, and if such default arises out of causes beyond the reasonable control of both the vendor and the subcontractor, and without the fault or negligence of either of them, the vendor shall not be liable for any excess costs for failure to perform, unless the equipment or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the vendor to meet the required delivery schedule. Dates or times of performance will be extended to the extent of delays excused in this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.
34. The vendor shall provide to the City of Worcester a warranty and a commitment which clearly states that all equipment and services proposed and supplied by the Vendor, and/or its subcontractors, performs as expected and promised by the Vendor.

35. The vendor represents that no person other than bona fide employees working solely for the vendor, have been employed or retained to solicit or secure this agreement upon an arrangement or understanding for a commission, percentage, brokerage fee, gift or any other consideration contingent upon the award or making of this contract. For breach or violation of the representation, the City shall have the right to annul the contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage fee or other consideration.
36. Any contract made by the City in which the Purchasing Agent or any employee of his/her department, the heads of using agencies or any other officer or employee of the City having a part in the placing of such contract is financially interested, directly or indirectly, shall be void.
37. The vendor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion or medical handicap. The vendor agrees to comply with all applicable Federal and State Statutes, rules and regulations prohibiting discrimination in employment including: Title VII of the Civil Rights Acts of 1964; The Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973; Massachusetts General Laws Chapter 151B, Section 4 (1) and all relevant administrative orders and executive orders.

If a complaint or claim alleging violation by the vendor of such statutes, rules or regulations is presented to the Massachusetts Commission Against Discrimination (MCAD), the vendor agrees to cooperate with MCAD in the investigation and disposition of such complaint or claim.

In the event of vendor noncompliance with the provisions of this section, the City shall impose such sanctions as it deems appropriate, including but limited to:

- 1) Withholding of payments due vendor under the contract until vendor complies.
- 2) Termination or suspension of the contract.

SUBMISSION OF PROPOSALS

38. Proposals must be submitted in two (2) packages according to the instructions below. The City intends to consider responses in the evaluation requirements before considering costs. *Therefore, no reference to pricing may be made in the proposal of evaluation considerations.*

A sealed package containing **the original and 3 copies (plus one PDF copy on USB Flash Drive)** of the proposal **must** be labeled as follows:

Purchasing Agent, City of Worcester

One-Stop Operator Services (WIOA) / MCRWB – Technical Proposal

**455 Main Street, Room 201
Worcester, MA 01608**

Re: RFP No. CR-8033-W3

A sealed package containing **one original copy** of the proposal **must** be labeled as follows:

Purchasing Agent, City of Worcester

One-Stop Operator Services (WIOA) / MCRWB - Price Proposal

**455 Main Street, Room 201
Worcester, MA 01608**

Re: RFP No. CR-8033-W3

Price proposal page is located on page 16 of the specifications.

Proposals must be delivered no later than Wednesday, June 21, 2023 at 10:00 AM LOCAL TIME. *Late submissions will be rejected, regardless of circumstances.* The City of Worcester is not responsible for submittals not properly marked.

The technical and price proposals will remain confidential until a formal and finalized contract has been executed.

RFP EVALUATION

39. The City of Worcester Purchasing Agent will assign an evaluation team, hereafter referred to as the Selection Committee, to perform a full and complete evaluation of RFP submittals. The Purchasing Agent will ultimately forward a formal recommendation of award to the City Manager who has final award authority.
40. RFP evaluation responses will be evaluated by the Selection Committee based directly upon vendor's response to mandatory and comparative evaluation criteria. Vendors must meet or exceed the mandatory criteria requirements or be rejected as non-responsive.

Comparative criteria will be evaluated by the use of four rating categories as set forth by M.G.L. Chapter 30B:

- 1) HIGHLY ADVANTAGEOUS - Vendor's submittal meets all the stated requirements and offers significant performance above the stated requirements.
- 2) ADVANTAGEOUS - Vendor's submittal meets the stated requirements without risk or disadvantage.
- 3) NOT ADVANTAGEOUS - Vendor's submittal contains some risk or disadvantage but is not unacceptable.
- 4) UNACCEPTABLE - Vendor's submittal fails to meet the standards of the stated requirements.

After proposals have been assigned ratings on the basis of each evaluation criterion, a composite rating will be established by the Selection Committee. Submittals will then be ranked based upon finalized composite rating.

41. The Purchasing Agent will identify the most advantageous proposal based upon the rankings of the Selection Committee and an evaluation of the cost proposals received. The Purchasing Agent will forward a recommendation for award to the City Manager based upon the most advantageous proposal received considering evaluation rankings and cost proposals received.

GIVE FULL NAMES AND RESIDENCES OF ALL PERSONS INTERESTED IN THE FOREGOING PROPOSAL.

(NOTICE: Give first and last name in full; in case of corporations, give corporate name and names of President, Treasurer, and Manager; and in case of firms give names of the individual members)

Name

Address

Zip Code

KINDLY FURNISH THE FOLLOWING INFORMATION REGARDING BIDDER:

(1) If an Individual or Proprietorship

Name of Owner _____

Business Address _____

Zip Code _____ Telephone No. _____

Email _____

Home Address _____

Zip Code _____ Telephone No. _____

(2) If a Partnership, Full names and addresses of all partners

<u>Name</u>	<u>Address</u>	<u>Zip Code</u>
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_____	_____	_____
_____	_____	_____

Business Address _____ Zip Code _____

Tel. No. _____

(3) If a Corporation

Full Legal Name: _____

State of Incorporation: _____ Qualified in Massachusetts? Yes _____ No _____

Principal Place of Business _____
Street P.O. Box

City/Town State Zip

Email: _____

Telephone No. _____

Place of Business in Massachusetts _____
Street P.O. Box

City/Town State Zip

Telephone No. _____

GIVE THE FOLLOWING INFORMATION REGARDING SURETY COMPANY

Full Legal Name of Surety Company _____

State of Incorporation _____ Admitted in Massachusetts ? Yes _____ No _____

Principal Place of Business _____
Street P.O. Box

City/Town State Zip

Place of Business in Massachusetts _____
Street P.O. Box

City/Town State Zip

Telephone No. _____

NOTE:

The Office of the Attorney General, Washington, D.C. requires the following information on all bid proposals amounting to \$1,000.00 or more.

E.I. Number of bidder _____

This number is regularly used by companies when filing their "EMPLOYER'S FEDERAL TAX RETURN, U.S." Treasury Department Form 941.

AUTHORIZED SIGNATURE OF BIDDER _____

TITLE _____

DATE _____

UNDER MASSACHUSETTS GENERAL LAWS, CHAPTER 30B: SECTION 10, THE FOLLOWING CERTIFICATION MUST BE PROVIDED:

Section 10. A person submitting a bid or a proposal for the procurement or disposal of supplies, or services to any governmental body shall certify in writing, on the bid or proposal, as follows:

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

(Please Print)

Name of Person Signing Bid

Signature of Person Signing Bid

Company

No award will be made without vendor certification of the above.

ALL PROPOSAL SUBMISSIONS MUST INCLUDE THE ABOVE CERTIFICATION.

I. General Information

The MassHire Central Region Workforce Board (MCRWB), in coordination with the City of Worcester Purchasing Division, is issuing this Request for Proposals (RFP) for the purpose of selecting a qualified contractor to provide workforce development services as a MassHire One Stop Operator under the Workforce Innovation and Opportunity Act of 2014 (WIOA) within the Central Massachusetts workforce development region. A copy of the WIOA regulations is available via the U.S. Department of Labor website at: <https://www.doleta.gov/WIOA/>.

1. BACKGROUND

The Workforce Innovation and Opportunity Act (WIOA) requires that the Career Center Operator be selected through a competitive process that is conducted not less than every 4 years. WIOA required that the One Stop Operator (Operator) selected through the initial competitive process be in place and fully operational no later than July 1, 2021. A copy of the WIOA regulations is available via the U.S. Department of Labor website at: <https://www.doleta.gov/WIOA/>

The MCRWB oversees the workforce development system in the City of Worcester and the 37 surrounding communities in Southern Worcester County that make up the Central MA Workforce Development Area (CMWDA). The Worcester City Manager is the Chief Elected Official (CEO) of the CMWDA and has been granted WIOA designation by the Governor of Massachusetts. The CEO has appointed the MCRWB to function as the Local Workforce Board for the region. The MCRWB's mission is to promote and develop a workforce system that is responsive to the needs of business and job seekers resulting in increased economic prosperity in the region and the Commonwealth. The MCRWB is authorized by the MassHire Department of Career Services (MDCS) to conduct and manage the procurement of MassHire One-Stop Operator Services for the CWDA region and has chosen to conduct this competitive selection process for the MassHire One-Stop Career Center Operator role only. Services of the MassHire One-Stop service delivery system are currently offered at two locations in the CMWDA through the City of Worcester's Executive Office of Economic Development, MassHire Career Center Division. The region's two MassHire Career Centers are located at 340 Main Street in Worcester and 14 Mechanic Street, Suite 330, Southbridge, MA. More information regarding the MassHire Central Region Workforce Board can be found at: <https://masshirecentral.com/>

The MassHire Career Centers are "one-stop" access points for in-person and virtual services available through the system. Job seekers can utilize resource rooms stocked with computers, copiers, faxes, telephones, and job search materials, attend workshops, and, as eligible, receive one-to-one job search assistance, career counseling, and access training funds to improve skills. Businesses find qualified employees, post jobs, access training funds to upgrade their workforce skills, and use the MassHire Career Centers to conduct recruitment events, get tax credit information, access outplacement services for laid-off employees and get connected to other economic development resources and initiatives. Additional information on programs and services can be found at www.masshirecentralcc.com.

As required under WIOA and MDCS, the MCRWB and the Central MA MassHire One-stop career center partners developed a local Umbrella Memorandum of Understanding (MOU) relating to the operation of the MassHire One-stop service delivery system in our region and integrated service delivery strategies for their respective constituents. Each of the 16 Local Broads submitted a local "umbrella" MOU to MDCS effective July 1, 2017, and revised in subsequent years. The MOU may be found at: <https://masshirecentral.com/wp-content/uploads/Central-MA-FY-19-MOU.pdf>

2. SCOPE OF SERVICES

Role of the MassHire One Stop Operator:

The role of an Operator is to coordinate the service delivery of required MassHire partners and service providers. This includes coordinating service providers across the MassHire One-Stop service delivery system since customers access workforce related services and enter the workforce system through various partner programs. Through assessment and the sharing of information, participants can be provided with access to programs, services and support by the appropriate program funding streams. Operator duties will include encouraging the MassHire One-Stop partners to coordinate so as to provide for an integrated service delivery system resulting in more streamlined services and reduced duplication. This includes close collaboration with the Career Center service provider and WIOA Partner programs.

The Operator will report to the MCRWB through the MCRWB Executive Director.

DESCRIPTION OF MASSHIRE ONE-STOP OPERATOR SERVICES:

The MCRWB has determined that the roles and functions of the Operator shall be that of a facilitator and coordinator. As noted previously, the WIOA Title I services offered through the region's two career centers are carried out by the City of Worcester. To carry out the Operator duties, the successful proposer must be familiar with the WIOA one-stop partners and their general program requirements.

MassHire One-Stop Operator Responsibilities:

The Operator, in a consultant role, will play a critical role in supporting the local workforce system to coordinate its diverse partners to achieve its service delivery vision and regional performance goals.

Specifically, the Operator shall:

- Assist the MCRWB in coordinating the region's MassHire One-stop career center partnerships to increase operational effectiveness and efficiency;
 - Assist the MCRWB as it convenes up to four regional WIOA partner meetings per year to support the Memorandum of Understanding (MOU) revision(s) and implementation, including development of meeting agendas, (in conjunction with MCRWB staff), meeting facilitation, creation of meeting notes.
 - Assist the MCRWB in the development of a more efficient regional cross-program referral and intake process, including participant information release.
 - Assist the MCRWB with coordinating MassHire One-stop career center partner staff professional development and cross-program training.
 - Assist the MCRWB with coordinating the region's MassHire One-stop career center partner joint customer case-management peer networking group.
- Develop (in conjunction with MCRWB staff) an appropriate mechanism to make a semi-annual report on the progress and performance of the partnerships across the system to the MCRWB.
- Assist the MCRWB and regional WIOA partners with identifying appropriate performance benchmarks to measure and inform the public about the MCRWB's system's collective impact, and make recommendations for continuous improvement based on this data for consideration by the MCRWB.
- Assist the MCRWB in identifying methods to more effectively align One-stop career center and partner services (as appropriate) with regional priorities and strategies outlined in the Central Region Workforce Blueprint (found at: <https://masshirecentral.com/wp-content/uploads/Central-Region-Blueprint-Update-5-29-20.pdf>).

CONTRACT TERM:

The successful proposer and the City will enter into a contract prepared by the City's law department. The contract will be for two years, beginning July 1, 2023 and ending June 30, 2025. The MCRWB may

extend the contract for up to two additional years, ending June 30, 2027.

3. FUNDING

Funding for this contract is subject to annual state funding and council appropriation. The estimated contract price for these services is \$8,000 per year. This will be a reimbursement-based contract.

4. PROPOSER ELIGIBILITY

Minimum Standards in accordance with WOIA:

The types of entities that are eligible to be an Operator include:

- An Institution of Higher Education;
- An Employment Service State Agency established under Wagner-Peyser;
- A community based organization, nonprofit organization, or workforce intermediary;
- A private for-profit entity;
- A government agency; (i.e. Municipality);
- A Local Board, with approval of Local Chief Elected Official and Governor;
- Another interested organization or entity capable of carrying out the duties of the Operator (e.g. Chamber of Commerce, Business Organizations or Labor Organizations);
- Non-traditional public secondary schools such as a night school, adult school, or an area Career and Technical Education School.

Additionally, all Proposers must attest that they also:

1. Are entities that are certified in "Good Standing" with the Secretary of the Commonwealth's Office.
2. Are registered and issued a certificate of good standing with the Massachusetts Department of Unemployment Assistance (DUA).
3. Are not subject to Federal debarment and suspension.
4. Have no conflicts of interest (under federal or state law) arising from the relationships of the Operator with particular training service providers or other service providers.
5. Do not establish practices that create disincentive to providing services to individuals with barriers to employment who may require longer-term career and training services.
6. Comply with Federal regulations and procurement policies relating to the calculation and use of profits as defined in Uniform Guidance at 2CFR Chapter II, and other applicable regulations and policies.
7. Have no outstanding citations from the Office of the Attorney General, Fair Labor Practice or Consumer Protection Division within the prior 5 years.
8. Maintain an active workers' compensation insurance policy and not debarred via the Massachusetts Department of Industrial Accidents (Businesses Issued Stop Work Orders by the Department of Industrial Accidents).
9. Have a Certificate of Good Standing from the Massachusetts Department of Revenue.
10. Are not listed on the Federal Government's Excluded Parties List System.
11. Are not listed on the Division of Capital Asset Management and Maintenance Debarred Contractor's List.
12. Are not listed on the Office of the Attorney General Vendor Debarment List.

Additional requirements are as follows:

- An understanding of the Workforce Innovation and Opportunity Act, as evidenced by professional experience working with WIOA/WIOA Partner or other Federally-funded workforce

programs/services.

- An understanding of the Central MA WDA workforce system and its stakeholders, as evidenced by professional experience.
- Strong, demonstrated experience facilitating large, diverse stakeholder groups to a common goal or outcome is expected. The ability to remain a neutral facilitator will be critical.
- Experience in meeting agenda development, planning, and execution.
- Excellent demonstrated communication skills, including report writing and presenting complex information in a manner that makes it clear and easily understood.
- Ability to work closely with Workforce Development Board to develop benchmarks for system performance and make recommendations for system continuous improvements.

5. PROPOSAL INSTRUCTIONS

Proposal Formatting:

Proposers are requested to comply with the following formatting:

Pages: Proposals should be typed, 1.5 spaced (at a minimum), and submitted on 8 ½ by 11-inch plain white paper using 12-point font with 1 inch margins. The use of recycled paper is encouraged. Double-sided submissions are acceptable, as long as each page is clearly legible. Each page of the proposal, with the exception of the cover sheet should be numbered to indicate “page __ of __” with the name of the proposer on each page. Use the same topic headings, in the same order, as described in Proposal Narrative Requirements section below.

Page Limit: Please limit the Proposal Narrative to 6 pages. Attachments, budget documents, and letters of agreement do not count toward the page limit. Avoid extraneous narrative, advertising and data. The successful Proposer will demonstrate its ability to communicate relevant information to the MCRWB for objective decision-making in a clear and concise manner. Referring the reviewer to a particular page or section elsewhere in the proposal for information is preferred to repeating the information.

Authorized Signatory Authority:

The proposer’s authorized signatory authority must sign all signature documents in the proposal. This individual would typically be the Director, President or Chief Executive Officer of the organization or any individual who has the formal authority to negotiate and enter into and sign contracts on behalf of the proposer’s organization.

Order of Submission:

Proposers are requested to submit proposals in the order outlined below:

1. Cover Page – Checklist
2. Signed Self-Attestation
3. Signed Statement of Additional Assurances
4. Proposal Narrative – Follow the order in the Proposal Narrative Requirements described in the section below, using the same titles for section headings, including the Minimum and Comparative Evaluation Criteria.

5. Sample writing reports, meeting agendas and minutes, and customer testimonials
6. Other Attachments – May be attached at the Proposer’s discretion, but bear in mind the MCRWB’s desire to limit extraneous narrative and data. Elaborate or expensive bindings, videos, colored displays, and promotional materials are neither necessary nor desired.
7. Three (3) professional references
8. Proposed Budget

6. Narrative Responses

Proposers shall respond to the following questions:

1. Please describe in detail your professional experience working with the Workforce Innovation and Opportunity Act (WIOA), WIOA Partner, and or other Federally-funded workforce programs/services.
2. Please describe your professional experience working with the Central MA WDA workforce system and its stakeholders, and what this experience has taught you regarding the delivery of workforce services in the Central Massachusetts region and how those services may be improved.
3. Please describe your experience facilitating large, diverse stakeholder groups to achieve a common goal or outcome. Please describe your most challenging project, including what the most difficult challenges were and how you worked to overcome them.
4. Please describe the amount of experience you have with planning meetings and follow up, including developing meeting agenda, ensuring strong attendance, and taking meeting notes.
5. Please discuss your experience with report writing and presenting complex information in a manner that makes it clear and easily understood.
6. Please describe your experience working closely with project leadership to identify and express appropriate benchmarks for system performance and your experience developing a continuous improvement process.

7. Minimum and Comparative Evaluation Criteria

The following are the Minimum requirements that must be satisfied in Proposer's response:

- a. **Bidder Eligibility** – Is the proposer eligible to participate as a WIOA One-Stop Operator as set forth in section 4, Proposer Eligibility?
- b. **Conflict of Interest** – Does the proposer certify and represent that it and all the officers and employees relevant to this proposal and to services as a MassHire One Stop Operator comply with the federal (including but not limited to the requirements of 2 CFR §200.318) and state conflict of interest requirements, OR, has the proposer disclosed potential conflicts of interest and presented the manner in which the proposer intends to resolve such conflicts?
- c. **Insurance** – Does the proposer include a Certificate of Insurance or a letter from the proposer's insurance broker/company indicating that if the proposer is successful in obtaining this contract, the required insurance will be available before the contract is executed? Governmental agencies that are self-insured must instead provide proof of self-insurance.
- d. **References** – Has the proposer provided three (3) references regarding its prior experience, including the name of the reference, the applicable organization, and contact information?
- e. **Additional Assurances** – Does the proposer affirm its compliance with the required assurances ("Self Attestation & Status Documentation" and "Statement of Assurances")?
- f. **Debarment** – Does the proposer represent that it is not suspended or debarred by any federal or state agency, including but not limited to, (a) the Massachusetts Department of Industrial Accidents, e.g., business issued stop work orders by the DIA, (b) the Federal Government's Excluded Parties List System, (c) the Massachusetts Division of Capital Asset Management and Maintenance Debarred Contractor's List, (d) requirements set forth in 2 CFR Section 200.213, and (e) the Massachusetts Office of the Attorney General Vendor Debarment List?
- g. **Good Standing** – Does the proposer have a Certificate of Good Standing from the Secretary of the Commonwealth's Office (except for proposers that are not required to file with the Secretary)? Is the proposer registered and has it been issued a Certificate of Good Standing with the Massachusetts Department of Unemployment Assistance (except for proposers that are not required to so register)? Does the proposer have a Certificate of Good Standing from the Massachusetts Department of Revenue?
- h. **Familiarity with WIOA and MCRWB requirements** - Does the proposer affirm that it is fully familiar with WIOA and that its proposal is fully compliant with WIOA and MASSHIRE DCS laws, regulations, guidance and other requirements applicable to this RFP?
- i. **No Disincentive Practices** – Does the Proposer certify that it will not establish any practices that create disincentives to providing services to individuals with barriers to employment that may require longer term career and training services?
- j. **No Attorney General Citations** – Does the proposer certify that it has no outstanding citations from the Massachusetts Office of the Attorney General, Fair Labor Practice or Consumer Protection Division and has had none in the past five (5) years?
- k. **Start date of July 1, 2023** – Does the proposer acknowledge and agree that, if selected as the MassHire One Stop Operator, it will be ready to commence operations on July 1, 2023?
- l. **Executed Proposal** – The proposer's authorized signatory must sign the proposal and all forms and/or certifications must be properly executed.

Proposals that do not meet minimum criteria will be considered nonresponsive and be disqualified from review. Those proposals that meet the minimum standards will be evaluated and ranked based on the following comparative evaluation criteria.

The Review Committee will review all proposals to ensure compliance with the requirements of the RFP, and evaluate the proposals based on the following rankings:

- Highly Advantageous
- Advantageous
- Not Advantageous
- Unacceptable

A. An understanding of the Workforce Innovation and Opportunity Act, as evidenced by professional experience working with WIOA/WIOA Partner or other Federally-funded workforce programs/services.

Highly Advantageous	Proposer has five or more years working with WIOA or other Federal workforce programs.
Advantageous	Proposer has two years working with WIOA or other Federal workforce programs.
Not Advantageous	Proposer has some experience working with WIOA or other Federal workforce programs, but under two years.
Unacceptable	Proposer has no experience working with WIOA or other Federal workforce programs.

B. An understanding of the Central MA WDA workforce system and its stakeholders.

Highly Advantageous	Proposer has five or more years of professional experience working locally with a Central MA WDA workforce system partner program.
Advantageous	Proposer has three years of professional experience working locally with a Central MA WDA workforce system partner program.
Not Advantageous	Proposer has some professional experience working locally with a Central MA WDA workforce system partner program, but under three years.
Unacceptable	Proposer has no professional experience working locally with a Central MA WDA workforce system partner program.

C. Strong, demonstrated experience facilitating large, diverse stakeholder groups to a common goal or outcome is expected. The ability to remain a neutral facilitator will be critical.

Highly Advantageous	Proposer indicates evidence of having facilitated five or more projects with large, diverse stakeholder groups.
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Advantageous	Proposer indicates evidence of having facilitated three projects with large, diverse stakeholder groups.
Not Advantageous	Proposer indicates evidence of having facilitated one or two projects with large, diverse stakeholder groups.
Unacceptable	Proposer indicates no evidence of having facilitated projects with large, diverse stakeholder groups.

D. Experience in meeting agenda development, planning, and execution.

Highly Advantageous	Proposer has developed and implemented professional meeting agendas for 100 or more group meetings.
Advantageous	Proposer has developed and implemented professional meeting agendas for 30 group meetings.
Not Advantageous	Proposer has developed and implemented professional meeting agendas for less than 30 group meetings.
Unacceptable	Proposer has not developed and implemented professional meeting agendas.

E. Excellent demonstrated communication skills, including report writing and presenting complex information in a manner that makes it clear and easily understood.

Highly Advantageous	Proposer demonstrates highly successful communication skills, including report writing and presenting complex information in a manner that makes it clear and easily understood, through attached sample reports and past customer testimonials.
Advantageous	Proposer demonstrates successful communication skills, including report writing and presenting complex information in a manner that makes it clear and easily understood, through attached sample reports and past customer testimonials.
Not Advantageous	Proposer demonstrates somewhat successful communication skills, including report writing and presenting complex information in a manner that makes it clear and easily understood, through attached sample reports and past customer testimonials.
Unacceptable	Proposer demonstrates unsuccessful communication skills, including report writing and presenting complex information in a manner that makes it clear and easily understood, through attached sample reports and past customer testimonials.

F. Ability to work closely with Workforce Development Board to develop benchmarks for system performance and make recommendations for system continuous improvements.

Highly Advantageous	Proposer demonstrates five years' professional experience with development of performance benchmarks and continuous improvement initiatives.
Advantageous	Proposer demonstrates three years' professional experience with development of performance benchmarks and continuous improvement initiatives.
Not Advantageous	Proposer demonstrates professional experience with development of performance benchmarks and continuous improvement initiatives, but less than three years.
Unacceptable	Proposer demonstrates no professional experience with development of performance benchmarks and continuous improvement initiatives.

MassHire Central Region Workforce Board (MCRWB)
Workforce Innovation and Opportunity Act; MassHire One-Stop Career
Center Operator Request For Proposals

Cover Sheet and Checklist

Proposer Name:

Proposer Contact Information

Name:

Company:

Email:

Phone:

Checklist

- _____ Signed Self-Attestation & Status Documentation
- _____ Signed Statement of Assurances
- _____ Proposal Narrative
- _____ Proposed Budget
- _____ Sample writing reports, meeting agendas and minutes, and customer testimonials
- _____ Three (3) professional references
- _____ Other Attachments (optional)

SELF ATTESTATION & STATUS DOCUMENTATION

I am responding to this proposal as:

- ☐ An Institution of Higher Education
- ☐ An Employment Service State Agency established under Wagner-Peyser
- ☐ A community based organization, nonprofit organization, or workforce intermediary
- ☐ A private for-profit entity
- ☐ A government agency; (i.e. Municipality)
- ☐ A Local Board, with approval of Local Chief Elected Official and Governor
- ☐ Another interested organization or entity capable of carrying out the duties of the Operator/Service Provider (e.g. Chamber of Commerce, Business Organizations or Labor Organizations)
- ☐ Non-traditional public secondary schools such as a night school, adult school, or an area Career and Technical Education School

I attest that I meet these additional qualifications to bid (please attach any documentation as appropriate):

- 1 Are entities that are certified in "Good Standing" with the Secretary of State's Office (except for proposers not required to file with the Secretary).
- 2 Are registered and issued a certificate of good standing with the Massachusetts Department of Unemployment Assistance (DUA) (except for proposers not required to file with the DUA).
- 3 Are not subject to Federal debarment and suspension.
- 4 Disclose any potential conflicts of interest arising from the relationships of the operators with particular training service providers or other service providers.
- 5 Do not establish practices that create disincentive to providing services to individuals with barriers to employment who may require longer-term career and training services.
- 6 Comply with Federal regulations and procurement policies relating to the calculation and use of profits as defined in Uniform Guidance at 2 CFR Chapter II, and other applicable regulations and policies.
- 7 Have no outstanding citations from the Office of the Attorney General, Fair Labor Practice or Consumer Protection Division within the prior 5 years.
- 8 Maintain an active workers' compensation insurance policy and not debarred via the Massachusetts Department of Industrial Accidents (Businesses Issued Stop Work Orders by the Department of Industrial Accidents).
- 9 Have a Certificate of Good Standing from the Massachusetts Department of Revenue (except for proposers not required to file with the DOR).
- 10 Are not listed on the Federal Government's Excluded Parties List System.
- 11 Are not listed on the Division of Capital Asset Management and Maintenance Debarred Contractor's List.
- 12 Are not listed on the Office of the Attorney General Vendor Debarment List.

Signature

Date

Printed name and Title

Statement of Additional Assurances

The undersigned party acknowledges and assures that (proposer's name) _____ and all of its employees responsible for providing the services for which it has applied will abide and comply fully with all state, federal, and local, laws, ordinances, rules, regulations and/or executive orders, including but not limited to provisions of the laws listed below:

1. WIOA Section 188, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I-financially assisted program or activity;
2. Title VII of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;
3. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
4. The Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified people with disabilities based on disability;
5. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
6. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
7. Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.52.¹
8. 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to the operation of the WIOA Title I-financially assisted program or activity, and to all agreements the contractor makes to carry out the WIOA Title I-financially assisted program or activity. The undersigned understands that the United States has the right to seek judicial enforcement of this assurance.
9. None of the funds made available under title I or II or under the Wagner-Peyser Act (29 USC 49 et. seq.) may be expended by a grantee or subgrantee unless the grantee or subgrantee agrees that in expending the funds the grantee or subgrantee will comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the “Buy American Act”).
10. The grantee and subgrantee will take all necessary affirmative steps to assure that minority firms, women’s business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include: (i) placing qualified small and minority businesses and women’s business enterprises on solicitation lists; (ii) assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources; (iii) dividing

¹ Appendix II to 2 CFR Part 200 (the 2 CFR)

total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises; (iv) establishing delivery schedules, where the requirement permits, which encourage participation by small and minority, and women's business enterprises; (v) using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and (vi) requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in this section.

11. The grantee and subgrantee that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA at 40 CFR Part 247) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in EPA guidelines.
12. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
13. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

14. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
15. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
16. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
17. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
18. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C.

1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

20. See 2 CFR § 200.322 Procurement of recovered materials.

The above referenced Proposer, by its duly authorized representative, hereby executes this certification on this _____ day of _____, 2021.

PROPOSER

By: _____
name:
title:

WIOA MASSHIRE ONE-STOP CAREER CENTER OPERATOR PRICE PROPOSAL

Budget Summary

CENTRAL MA MASSHIRE CAREER CENTER OPERATOR PROPOSED BUDGET SUMMARY

Budget Category	Cost	Unit	Cost Narrative
Hourly rate			
Travel			
Supplies			
Other			
TOTAL CAREER CENTER OPERATOR PROPOSAL			

Attachment 1: APPEAL of LOCAL WORKFORCE BOARD COMPETITIVE SELECTION of MASSHIRE ONE STOP OPERATOR

APPEAL of LOCAL WORKFORCE BOARD COMPETITIVE SELECTION of MASSHIRE ONE STOP OPERATOR

1. APPEAL TO MASSHIRE WORKFORCE BOARD

- If the MassHire Workforce Board (MWB) has made determination of award to the dissatisfaction of a Proposer, that Proposer may appeal/protest to the Local Complaint Officer (CO) within **10 business days** of receipt of notification of non-award (*provide name and address – if a Local Board staff is named as the CO, then an alternative non- Board member CO must be named*).
- The Local CO must make a written determination within **20 days** of receipt of the appeal/protest.
- The local CO may choose to make a determination based solely on the information included in the case file or conduct further investigation before issuing a written determination.
- If the CO has made a written request to the appellant (or the appellant's authorized representative) for additional information, the **20 day period** does not begin until the requested information has been received by the local CO.
- If the CO is unable to contact the appellant for the purposes of obtaining additional information needed to resolve a complaint, a written request for information must be sent via **certified mail** or through some other form of communication where receipt can be verified. If a complainant does not respond, the CO must inform the complainant in writing that the matter is considered **resolved**.
- The local CO may also choose to resolve the complaint by convening a local hearing. Only the designated local CO or authorized back-up may preside at a local complaint hearing. If the local CO deems that a hearing is necessary, the local CO will notify the parties (in writing) that the matter has been scheduled for a formal hearing. The notice must inform the parties of certain conditions of the hearing process that include:
 - ✓ the date, time and location of the hearing,
 - ✓ instruction that the local CO will conduct and regulate the course of the hearing to assure full consideration of all relevant issues and that actions necessary to ensure an orderly hearing are followed, and
 - ✓ instruction that the local CO must rule on the introduction of evidence* and afford the parties the opportunity to present, examine, and cross-examine witnesses.

***NOTE:** For clarity it must be stated that an administrative hearing is not the same as a Court of Law.

Technical rules of evidence *do not apply*. It is up to the local CO to follow principles and procedures that are designed to assure credible evidence that can be tested through cross-examination.

- The CO must provide the complainant with a written determination. The CO must include the right to appeal within the written determination. Notification must be given that the complainant may submit a request for a State level appeal and/or hearing and that it must be made in writing **within 10 business days** of the receipt of the local determination.

2. DECISION OF MASSHIRE WORKFORCE BOARD:

Should the MWB decide in favor of the appellant, the MassHire Department of Career Services (MDCS), in the exercise of its authority pursuant to the Uniform Circular 2.CFR 200 and as designated State Workforce Agency (SWA) and overseer of the Massachusetts Workforce Development System, designates the following options as sole remedies to appeal orders delivered by the MWB:

1. Re-bid the procurement of the Operator in compliance with the requirements of WIOA, local procurement rules and this policy (100 DCS 03.105)
2. Re-panel an entirely new group of raters and bid reviewers representative of the MassHire Workforce Board and business partners as new reviewers of the original bid proposals/documents (only) and render a decision accompanied by full supporting documentation.

NOTE: Upon completion of the re-bid or re-panel process, the resulting recommendation must be voted upon at a WIOA MWB meeting that includes an agenda listing of this item and with a quorum of the full WIOA MWB present and voting at the meeting.

Documentation must reflect and meet the standards of execution of process and transparency, meet Open Meeting law compliance, observe conflict of interest firewalls and maintain meeting minutes and rating documents. This documentation must be maintained for MDCS review.

Written MDCS approval is required before contracting with a career center provider on any procurement that has been subject to an appeal to the local level.

APPEAL TO STATE BOARD:

An entity that bid and was not selected under a competitive process (as required in WIOA §107(10)(A) and 20 CFR 678.605) by the MWB as an Operator may appeal that determination to the MWB following local procurement requirements. If the local determination to uphold the denial of the award does not resolve the appeal to the satisfaction of the appellant, the appellant may request a state-level appeal and/or formal appeal hearing in writing within **10 business days** of receiving the denial.

The request for appeal and/or formal appeal hearing must be sent to:

Office of Director
MassHire State Workforce Board
Charles F. Hurley Building
19 Staniford Street, First Floor
Boston, MA 02114

If the appellant chooses to request an appeal without specifically requesting a hearing, the State Board, or its designee (Authorized State Official - ASO), may decide to either make a determination based solely on the information included in the case file or conduct further investigation and issue a written determination without scheduling a formal hearing.

In either case, the State Board/ASO must submit a written determination to the appellant within **30 days** of receipt of the original appeal request or **30 days** after having received additional information from further investigation or **30 days** after a formal hearing **request**.

If the State Board/ASO has made a written request for information to the appellant or the appellant's authorized representative, and they do not respond within the given time frame the appeal is considered **resolved**.

If the State Board/ASO deems that a formal hearing is necessary or if the appellant specifically requests such a hearing, the State Board/ASO will notify the parties (in writing) that the matter has been scheduled for a formal hearing. The notice must inform the parties of the following conditions of the hearing process.

Formal Hearing Process

The notice must inform the parties of the following conditions of the hearing process:

- The date, time and location of the hearing.
- Instruction that the State Board/ASO will conduct and regulate the course of the hearing to assure full consideration of all relevant issues and that actions necessary to ensure an orderly hearing are followed.
- Instruction that the State Board/ASO must rule on the introduction of evidence* and afford the parties the opportunity to present, examine, and cross-examine witnesses.

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

In conjunction with the hearing process the State Board/ASO:

- May decide to make a determination based on the information included in the case file or investigate further prior to the formal hearing.
- May decide to conduct a hearing on more than one appellant if the issues are related.
- May permit (at his/her discretion) the participation of interested parties (*amicus curiae*) with respect to specific legal or factual issues relevant to the complaint/appeal.
- May choose to conduct the hearing at a single location convenient to all parties (preferred) or, if that would represent a hardship for one or more parties, the State Hearing Official may elect to conduct the hearing by a telephone conference call.
- Must conduct the hearing *and* issue a written determination to the appellant, the respondent and any other participating interested parties within **30 days** from the date the hearing was requested. The MassHire State Workforce Board/s/ASO's written determination must include:
 - ✓ the results of the state-level investigation;
 - ✓ conclusions reached on the appeal;
 - ✓ an explanation as to why the decision was upheld or not upheld;

3. DECISION OF STATE BOARD:

Should the MassHire State Workforce Board (MSWB) decide in favor of the appellant, in the exercise of its authority, the MSWB will remand decisions on appeals of Operator (only) or Operator/Service Provider selections to the MassHire Department of Career Services for further action as the overseer of the Massachusetts Workforce Development System.

The MassHire Department of Career Services (MDCS), in the exercise of its authority pursuant to the Uniform Circular 2.CFR 200 and as designated State Workforce Agency (SWA) and overseer of the Massachusetts Workforce Development System, designates the following local options as remedies to appeal orders remanded by the Massachusetts State Workforce Board (MSWB) to MDCS for action:

1. Re-bid the procurement of the MassHire One-stop operator in compliance with the requirements of WIOA, local procurement rules and this policy (100 DCS 03.105)
2. Re-panel an entirely new group of raters and bid reviewers representative of the MassHire WIOA Workforce Board and business partners as new reviewers of the original bid proposals/documents (only) and render a decision accompanied by full supporting documentation.

NOTE: Upon completion of the re-bid or re-panel process, the resulting recommendation must be voted upon at a MassHire WIOA Workforce Board meeting that includes an agenda listing of this item and with a quorum of the full MassHire WIOA Workforce Board present and voting at the meeting.

Documentation must reflect and meet the standards of execution of process and transparency, meet Open Meeting law compliance, observe conflict of interest firewalls and maintain meeting minutes and rating documents. This documentation must be maintained for MDCS review.

Written MDCS approval is required before contracting with an Operator on any procurement that has been subject to an appeal to the state level.

A decision under this state appeal process is final and **may not** be appealed to the U.S. Secretary of Labor.

OPERATOR AGREEMENT
Between the
MASSHIRE CENTRAL REGION WORKFORCE BOARD
and

THIS AGREEMENT entered into on this the ____ day of _____, 2021, by and between the city of Worcester, a Massachusetts municipal corporation with an address of 455 Main Street, Worcester, Massachusetts, 01608, acting by its MassHire Central Region Workforce Board, the local board established pursuant to the Workforce Investment Opportunity Act, operating in the MassHire Central Region Workforce Board Division, of the Executive Office of Economic Development, a department of the City of Worcester, ("City"), and _____, ("Operator").

WITNESSETH:

WHEREAS: The city of Worcester has entered into an agreement with the MassHire Department of Career Services ("MDCS") providing a federal grant under Workforce Investment Opportunity Act, 113 P.L. 128 ("WIOA") through the U.S. Department of Labor ("DOL") (jointly with MDCS, "Granting Authority"); and

WHEREAS: The City conducted a competitive selection process in compliance with the WIOA and MDCS requirements, and the Operator was determined to be the most advantageous proposer; and

WHEREAS: The City wishes to enter into an agreement with the Operator using certain WIOA funds received from MDCS; and

WHEREAS: The Operator similarly wishes to enter into an agreement with the City, and to provide the services as set forth herein and further, asserts it is qualified to do so.

NOW THEREFORE, in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. SCOPE OF WORK

1.1. The Operator shall perform and render the services hereinafter set forth in the terms and conditions of this Agreement and more specifically in the Scope of Work, Exhibit A, and Schedule, Exhibit B, both attached hereto and incorporated by reference. Exhibit A shall further incorporate the City's Request for Proposals.

1.2. The Operator is and shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement.

1.3. To the full extent applicable to its status as the Operator, the Operator shall comply with the requirements of WIOA, Title 20 of the Code of Federal Regulations (“CFR”), Chapter V, entitled “Employment and Training Administration, Department of Labor” and Title 2 CFR Part 200 (also referred to as “COFAR” or “Uniform Guidance”) (jointly referred to as the “Regulations”). Additionally, the Operator shall comply with all other applicable federal, state and local laws, ordinances, regulations, orders, guidelines and policies made applicable to this Agreement by law or the requirements of the Granting Authority.

1.4. To the full extent applicable to its status as the Operator, the Operator shall comply with the requirements of the MDCS Grant, as it may be amended, and as may apply from year to year during the Term of this Agreement.

2. TERM

2.1. This Agreement shall commence on July 1, 2023, and shall terminate on June 30, 2025, unless either terminated or extended, as set forth herein. The City may, in its sole discretion, extend this Agreement for up to two (2) additional terms of one (1) year each.

2.2. Time is of the essence of this Agreement.

3. OPERATING PROCEDURES

3.1. The Operator shall comply in all respects with all of the duties, responsibilities and requirements (a) imposed by this Agreement, (b) imposed by the Agreement between the City and the MDCS providing for the funding available herein (“MDCS Grant”) and applicable to the Operator, which MDCS Grant is incorporated herein by reference, (c) required by the applicable federal, state and local laws, ordinances, regulations, orders, guidelines and policies in effect at any time during the term of this Agreement, and (d) as may be required by the City from time to time.

3.2. The Operator shall be solely responsible for all the conduct, acts and omissions of its officers, employees, contractors and agents, and of all persons directly or indirectly employed or engaged by it in connection with its services hereunder (“subcontractors”). The Operator is solely responsible for its compliance with this Agreement, regardless of whether any aspect of the services is subcontracted. By appropriate written contract, the Operator shall require each subcontractor, to the extent of the services to be performed by said subcontractor, to be bound to the Operator and to assume toward the Operator all the obligations and responsibilities which the Operator, assumes toward the City.

3.3. Any directives, orders, or other actions by the Granting Authority to restrict, exclude, modify, demand a refund, penalize the City on finding ineligible any project or program under this Agreement because of the Operator’s failure to abide by or observe the requirements and conditions of any state or federally mandated requirement, shall be just cause for the City to demand immediately re-payment or reimbursement from the Operator and take any other appropriate administrative or legal action.

4. **PAYMENT**

4.1. The City shall pay the Operator an amount not more than \$_____, which shall constitute the full and complete payment owed to said Operator pursuant to this Agreement from July 1, 2023, through September 30, 2025, unless modified by the City, including but not limited to all materials delivered or furnished and all services rendered.

Notwithstanding any provision to the contrary, the payment set forth in this Agreement and in Exhibit C, as they may be amended, is expressly contingent upon and subject to the funding received by the City from the Granting Authority and allocated to the Operator. If, at any time the allocated funding actually received is insufficient, the payment amount and commensurate services will be reduced.

4.2. The City may suspend, reduce or terminate the amount paid under this Agreement if it determines that any expenditure by the Operator is for ineligible activities. Immediately upon notice, the Operator shall reimburse the City any and all expended funds that have been classified as ineligible by the City, the Granting Authority and/or any other state or federal agency. In the event of termination or suspension of this Agreement, in whole or in part, the Operator shall immediately reimburse and turnover to the City any and all funds not properly expended.

4.3. The Operator shall submit requests for payments for incurred charges to the City, as set forth in Exhibit C. The submission shall be certified and on a form provided by the City and follow, to the extent practical, usual financial management processes and procedures applicable to city departments. The City shall make payment within forty five (45) days of the receipt of said request. Approval by the City or any federal or state agency, and/or payment by the City shall not preclude a subsequent determination that the funds must be reimbursed by the Operator or be construed as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement.

5. **NOTICES**

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery. Any notice delivered or sent by regular mail shall be effective five (5) business days after the date of delivery. All notices and other written communications under this Agreement shall be addressed as indicated below, unless otherwise modified by subsequent written notice.

Workforce Development Board Division:
Director, MCRWB
Exec. Office of Economic Development
City of Worcester
340 Main Street, Suite 400
Worcester, MA 01608

Operator:

With a copy of any and all notices to:

Chief Development Officer
Executive Office of Economic Development
City of Worcester
455 Main Street
Worcester, MA 01608

6. BREACH OF CONTRACT

If the Operator breaches this Agreement or violates the rules and regulations of the City and/or the Granting Authority, in addition to any and all rights and remedies available at law or equity, said City may withhold further funding, demand return of unexpended funds, terminate or suspend this Agreement in whole or in part, and/or seek further administrative, equitable and/or legal remedies to assure and guarantee full compliance with the intent and purposes of this Agreement and to recover any and all damages to the City arising from or related thereto.

7. TERMINATION OF AGREEMENT

7.1. Termination of Agreement for Cause: If the Operator materially fails to comply with its obligations under this Agreement in a timely and proper manner, for any cause or reason, or violates any of the terms, covenants and conditions of this Agreement, then the City may terminate or suspend this Agreement, in whole or in part, by giving written notice of such termination or suspension to the Operator at the address recited in the Notice section above or its last known business address and further specifying the effective date thereof. Said written notice to be given not less than five (5) days before the effective date of such termination or suspension.

7.1.1. A material failure to comply includes but is not limited to the following:

7.1.1.1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and WIOA guidelines, policies or directives as may be applicable at any time;

7.1.1.2. The Operator's failure, for any reason, to fulfill its obligations under this Agreement in a timely and proper manner;

7.1.1.3. Ineffective or improper use of funds provided under this Agreement; or

7.1.1.4. Submission of reports by the Operator to the City that are incorrect or incomplete in any material respect.

7.2. Termination for Convenience. The City may terminate or suspend this Agreement, in whole or in part, by giving the Operator at least thirty (30) days written notice, setting forth the

effective date and, in the case of partial termination or suspension, stating the portion to be so terminated or suspended. The City shall pay the Operator for its services satisfactorily performed prior to the termination or suspension of this Agreement.

7.3. Damages. The Operator shall be entitled to receive only payment for services satisfactorily completed up to the date of termination or suspension. In no event shall the City be obligated to make any payments to the Operator in excess of the available appropriation. Notwithstanding any provision to the contrary, the Operator shall not be entitled to receive and the City shall have no obligation to make any payments for other damages, including but not limited to indirect, putative, consequential, incidental damages, including but not limited to lost profits or lost opportunity.

7.4. Setoff. Notwithstanding any payment the City owes the Operator, the Operator shall remain liable to the City for any and all damages, whether by reason of overpayment, budget adjustment, reversion of property/assets or other debt owed, and the City may withhold any payments otherwise owed to the Operator for the purpose of setoff.

7.5. Ownership of Documents. In the event of termination or suspension (whether for cause or convenience), all records, documents, assets, and property of any nature whatsoever or wheresoever situated, prepared, or purchased by said Operator with City funds under this Agreement shall, at the City's option, become City property. The Operator shall secure said property and deliver the same to the City forthwith upon request. This provision is in addition to and shall not be interpreted to limit any other provision set forth herein.

8. DATA TO BE FURNISHED

8.1. The City shall furnish to the Operator all information, data and reports existing, available to the City and reasonably necessary for the Operator's performance without charge. However, the City does not warranty or guaranty the accuracy or completeness of the same. The City shall cooperate reasonably with the Operator to minimize delay.

8.2. All information, data, reports, and other records, documents and data produced by the Operator pursuant to this Agreement shall become the sole property of the City.

9. RECORDS

9.1 The Operator shall maintain and furnish to the City upon request any and all records required by this Agreement, or by applicable federal, state, or local laws, regulations, guidelines or orders, including but not limited to the following books of accounts and records; appropriation/expenditure records, encumbrance records (if applicable), cash receipts and disbursements register, journal, general ledger, purchase order log, voucher register, fixed asset register and cost accounts.

9.2. The Operator is responsible for its compliance with all applicable laws and regulations, including but not limited to sections thirty-nine to forty-nine of chapter three of the General

Laws and chapter 268A of the General Laws. The Operator is further responsible for information and/or documents containing personal health information as that term is defined in the Health Insurance Portability and Accountability Act of 1996, as amended, ("HIPAA"), students' education records as defined in and protected by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and 34 CFR Part 99 ("FERPA"), and other private information pursuant to G.L. c. 66A, 93H and 93I and 201 CMR 17.00.

9.3. The Operator shall require any and all of its subcontractors to comply with the requirements herein and this Agreement shall be incorporated into any written subcontract. The Operator further guarantees and assumes sole responsibility to impose such requirements upon all such subcontractors, including but not limited to the availability of any and all such records upon request by the City.

9.4. The Operator shall retain and secure for a minimum of seven (7) years all financial records, supporting documents, statistical records and all other records pertinent to its status as the Operator, including but not limited to the records identified in this Section. Except as may be otherwise required herein, the retention period shall begin on the date the City submits its final annual performance and evaluation report to MDCS regarding the activities assisted under this Agreement. The Operator shall retain records beyond said seven (7) year period if audit findings have not been finally resolved. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the seven-year period, then such records shall be retained until completion of the actions and resolution of all issues, or the expiration of the seven-year period, whichever occurs later. The City may, in its sole discretion, require the Operator to transfer certain records to its custody if it determines that said records possess long-term retention value.

9.5. Without limiting the generality of other related provisions set forth in this Agreement, the City, the Granting Authority and the Comptroller General of the United States, and their respective authorized representatives, shall have immediate access as frequently as they deem necessary to any and all books, documents, papers, reports and files of the Operator, which are pertinent or relevant to the MDCS Grant for the purpose of making or conducting an audit, examining or making copies, and/or making excerpts or transcripts of all relevant data. The Operator guarantees the corresponding right of the City, Granting Authority and said Comptroller General to audit the records of all Subcontractors. The City reserves the right to determine the frequency and scope of audits.

10. PROGRAM INCOME AND BUDGET ADJUSTMENTS

10.1. To the full extent relevant to its Services, the Operator shall report monthly all program income generated by activities carried out with MDCS Grant funds made available under this Agreement. The Operator shall use program income in compliance with the applicable laws, regulations and requirements. All program income including, but not limited to third party payments, shall be retained by the Operator and shall be added to the funds committed to the Operator's services and used in accordance with this Agreement.

10.2. To the full extent relevant to its Services, program income, so earned and recommitted to the Operator's services, shall be subject to budget adjustment requirements. The Operator shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the City at the end of the program year. All program income returned to the City or recommitted to the program activity shall be properly documented and accounted, including recording the receipt and expenditure of revenues related to the program.

11. REPORTING REQUIREMENTS

11.1. The Operator shall report to the City on a monthly basis all financial transactions for the month and fiscal year to date, and cumulative to date if more than one year is applicable, on a form(s) provided by the City. The Operator shall submit such additional reports as the City and/or the Granting Authority may require.

11.2. The Operator shall report on an accrual basis. If the Operator's records are not maintained on an accrual basis, the Operator shall develop and report such information through an analysis of data available, in accordance with the applicable accounting standard.

12. INDEMNIFICATION

The Operator shall hereby indemnify and hold harmless the city of Worcester, and its officers, agents and employees, from and against any and all asserted claims and liabilities of every kind and nature whatsoever, arising during the term of this Agreement and such further time as it may be extended, formally or informally, or arising from or otherwise relating to Operator's activities and/or operations including without limitation those for bodily injury (including death), property damage, those arising from any breach or default by the Operator (or any subcontractor) in the performance or observance of any agreement on its part pursuant to the terms and conditions of this Agreement, or from any act or omission of Operator or any subcontractor, invitees or agents, or the respective employees of any of the foregoing and any and all actions, suits, proceedings, claims, demands, judgments, assessments, costs, liabilities and expenses, including without limitation by enumeration, attorney's and/or consultant's fees incident to any matter to which the foregoing indemnity relates. This provision is not limited by insurance and shall survive the termination of this Agreement.

13. INSURANCE

13.1. The Operator shall obtain insurance as described herein. Said insurance shall be maintained without interruption for the full term of this Agreement and any extension thereof.

13.1.1. Said insurance shall be sufficient to protect, at a minimum, damages resulting from fire, fraud, theft, casualty, extended coverage, personal liability, for property purchased with federal, state or City funds and for the protection of the Operator's employees, its invitees, clients/customers and agents. All coverage, except Workers Compensation and Professional

Liability coverage, shall be on an occurrence basis.

13.1.2. Commercial/General Liability (hereinafter “C/GL”) coverage shall be in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The City of Worcester shall be named as an additional insured on the policy, and identified as such on the Insurance Certificate. Coverage may be increased as City determines appropriate including but not limited to if agreement requires construction or high risk services.

13.1.3. Without reducing the C/GL coverage required in Section 13.1.2, the coverage for property damages shall in no event be less than the full value of the property purchased with federal, state or City funds.

13.1.4. The Operator shall provide Workers’ Compensation coverage as required by law for all of its employees involved in the performance of this Agreement.

13.1.5. The Operator shall obtain and maintain professional liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

13.1.6. The Certificate Holder shall be identified as Executive Director, MassHire Central Region Massachusetts Workforce Board, Executive Office of Economic Development, 340 Main Street, Worcester, MA 01608

13.1.7. The insurance coverage required herein shall not be cancelled or reduced during the term of this Agreement. The Certificate of Insurance shall affirmatively require that the insurer notify the Certificate Holder not less than 30 days prior to any cancellation or reduction.

13.2. The Operator shall provide the City an insurance certificate upon request.

13.3. Employees of the Operator who handle money for the Operator shall be bonded by a responsible bonding company authorized to do business within the Commonwealth. The Operator shall further obtain and maintain a blanket fidelity bond covering all employees in an amount not less than the aggregated cash advances received from the City.

14. GRANT CLOSE-OUT PROCEDURES

The Operator’s obligations under this Agreement shall not end until all close out requirements are fully completed including but not limited to those required by the City and/or the Granting Authority. Close out activities shall include, but not be limited to (a) making final payments to subcontractors (if any), (b) properly disposing of program assets (including the return of all unused materials, equipment, unexpended cash advances, program income balances, and accounts receivable to the Operator), (c) determining the custodianship of records and delivering the same as appropriate, (d) timely submitting the completed final outcome report and all other reports outstanding and required. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Operator has control over the WIOA funds, including program income.

15. DOCUMENTS INCORPORATED

All exhibits, attachments and addenda attached hereto and/or referenced to herein are incorporated by reference and made a part of this Agreement.

16. ASSIGNMENT

The Operator shall not assign or transfer any interest in this Agreement without the prior written consent of the City.

17. AMENDMENTS

17.1. This Agreement may be amended provided that such amendments are in writing by and executed by the duly authorized representatives of both parties. Such amendments shall not invalidate this Agreement, nor relieve or release the Operator from its obligations under this Agreement.

17.2. The City may, in its discretion, amend this Agreement to conform with federal, state or local laws, regulations, orders, guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications shall be incorporated only by written amendment signed by both parties.

18. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

19. CONFLICTING PROVISIONS

If any provision mandated by WIOA or the Granting Authority irreconcilably conflicts with any provision contained herein and the Granting Authority requires its provision to be applied, in whole or in part, in order that the City receive its full grant award and/or not be subject to other remedial action, the City may in its sole discretion, declare that the required provision control to the extent the Granting Authority so requires.

20. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

21. WAIVER

The City's failure to act with respect to a breach by the Operator does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

22. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the City and the Operator related hereto and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Operator with respect to this Agreement.

23. THIRD PARTY BENEFICIARY

This Agreement is by and between the parties that have executed it. The Parties state that the Agreement is intended for their mutual benefit alone and is not intended to confer any express or implied benefits on any other person. To the fullest extent allowed by law, this Agreement is not intended to confer third party beneficiary status on any person.

24. PROCUREMENT STANDARDS

24.1. To the full extent applicable to its scope of services, the Operator shall comply with 2 CFR Sections 200.318-326. Without modifying the foregoing, such requirements include (a) maintaining written standards of conduct for employees engaged in award and administration of contracts, (b) conducting procurement transactions in a manner to provide open and free competition, to the extent practical, including the drafting of specifications, invitations for bid, but any potential bidder that develops or drafts the same shall be excluded for bidding, (c) making positive efforts to use small businesses, minority owned firms and women-owned business enterprises whenever possible, and (d) performing and maintaining records of cost or price analysis for every procurement.

24.2. The Operator shall maintain a system for contract administration to insure compliance with the applicable requirements set forth in this Agreement.

24.3. Executed copies of all subcontracts (if any) and documentation concerning the selection process shall be submitted to the City.

25. Jurisdiction/Venue

The law of the Commonwealth of Massachusetts shall govern the validity, interpretation, construction and performance of this Agreement. Venue for any action hereunder shall be exclusively in the state or federal courts having competent jurisdiction and located in Massachusetts. Except pursuant to indemnification provisions herein, each Party shall be responsible for its own attorneys' fees and costs incurred as a result of any action or proceeding

under this Agreement.

IN WITNESS WHEREOF, the said city of Worcester and the _____
_____ parties hereto set their hand and seals on the day and year first above
written.

RECOMMENDED FOR APPROVAL:

OPERATOR

Jeffrey Turgeon, Director
MassHire Central Region
Workforce Board Division

RECOMMENDED FOR APPROVAL:

Peter Dunn, Chief Development Officer
Executive Office of Economic Development

APPROVED AS TO FORM:

CITY OF WORCESTER:

Karen A. Meyer, Assistant City Solicitor

Eric D. Batista, City Manager

Funds for this account are available from Account No. _____, designated in accordance
with 2 CFR 200.210, CFDA# _____.

Finance Manager, Department of Administration & Finance

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B
SCHEDULE

EXHIBIT C
BUDGET

EXHIBIT D

ADDITIONAL PROVISIONS

The following additional provisions are incorporated and made a part of this Agreement.

1. Civil Rights

1.1. Compliance. The Operator shall comply with any and all applicable state and local civil rights laws, ordinances, orders and regulations and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

1.2. Nondiscrimination. The Operator shall comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in federal, state or local laws, regulations, orders or policy. The Operator shall further comply with all non-discrimination laws, ordinances, regulations, and orders of the Commonwealth of Massachusetts and the City of Worcester.

1.2.1 Without limiting the scope of the provisions above, the Operator shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Operator shall take affirmative action to insure that applicants for employment are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other form of compensation and selection for training, including apprenticeship. The Operator shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the U.S. Government setting forth the provisions of this non-discrimination clause. The Operator hereby states that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

1.2.2. The Operator shall, in all solicitations or advertisements for employees, placed by or on behalf of the Operator, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

1.2.3. To the extent required by law, the Operator shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the City, advising the labor union or workers representative of the Operator's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

1.2.4. The Operator shall comply with all provisions of Executive Order No. 11246 of September 24, 1965, as it may be amended, and of the rules, regulations, and relevant orders of

the Secretary of Labor.

1.2.5. The Operator shall furnish all information and reports required by Executive Order No. 11246 of September 1965, as it may be amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto and will permit access to his books, records and accounts by the City and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

1.2.6. In the event of the Operator's failure to comply with the non-discrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Operator may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as it may be amended, and such other sanctions may be imposed and remedies invoked as provided in said Order or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

1.2.7. The Operator shall include the provisions of Sections A.1.2.1. through A.1.2.7. in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as it may be amended, so that such provisions shall be binding upon each subcontractor or vendor. The Operator shall take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that if the Operator becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the City, the Operator may request the United States to enter into such litigation to protect the interests of the United States.

1.3. Section 504. The Operator shall comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program.

2. Affirmative Action.

2.1. Approved Plan. The Operator shall satisfy the principles as provided in President's Executive Order 11246 of September 24, 1966, as it may be amended. The Operator and subcontractors shall submit a plan for an Affirmative Action Program, a Work Force Needs Statement and an Affirmative Action Plan for Small Business to the City for approval prior to the award of funds.

2.2. Women- and Minority-Owned Businesses (hereinafter "W/MBE"). The Operator shall use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Operator may rely on written

representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

2.3. Access to Records. Without limiting other provisions contained in this Agreement regarding records, record access and record keeping, the Operator shall furnish and cause each of its own subcontractors to furnish all information and reports required hereunder and shall permit access to its books, records and accounts by the City, the Granting Authority or the agent of either, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

2.4. Notifications. The Operator shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Operator's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

2.5. Equal Employment Opportunity and Affirmative Action (hereinafter "EEO/AA") Statement. The Operator shall, in all solicitations or advertisements for employees placed by or on behalf of the Operator, state that it is an Equal Opportunity or Affirmative Action employer.

2.6. Subcontract Provisions. The Operator shall include the provisions of this Exhibit D, Sections A.1. (Civil Rights) and A.2. (Affirmative Action) in every subcontract or purchase order, specifically or by reference, so that such provisions shall be binding upon each of its own subcontractors.

3. Employment Restrictions

3.1. Prohibited Activity. The Operator is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

3.2. Labor Standards. The Operator shall comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Operator shall comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Operator shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

4. Conduct

4.1. Subcontracts

4.1.1. Approvals. The Operator shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the prior written consent of the City.

4.1.2. Content. The Operator shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

4.1.3. Monitoring. Without limiting the obligations of the City to monitor the Operator, the Operator shall monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports monthly to the City and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. Failure of any subcontractor to comply with the Agreement requirements, as required by the Granting Authority, by the City, or otherwise, shall be grounds for termination pursuant to Agreement and such other remedies as the City may have at law or equity.

4.1.4. Selection Process. The Operator shall insure that all subcontracts entered into the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

4.2. Conflict of Interest. The Operator shall comply and require its subcontractors, and the employees and agents of either, to comply with the applicable requirements of G.L. c. 268A. The Operator shall further comply with the provisions of WIOA, Section 121(d)(4), 2 CFR 200.318(c) and G.L. c. 268A. Without limiting the generality of the foregoing:

4.2.1. The Operator shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

4.2.2. No employee, officer or agent of the Operator shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

4.2.3. No covered persons who exercise or have exercised any functions or responsibilities with respect to WIOA-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to WIOA-assisted activity, or with respect to the proceeds from WIOA-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, the Operator, or any designated public agency.

4.3. Hatch Act. The Operator shall insure that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4.4. Lobbying/Political Activity Prohibited. None of the funds, materials, property or services provided directly or indirectly under this Agreement may be used for any partisan political activity or to further the election or defeat of any candidate for public office, nor may any personnel employed in the administration of the Community Development Program be engaged

in any way or to any extent in the conduct of political activities. None of the funds provided under this Agreement shall be used for publicity purposes designed to support or defeat legislation pending before the Congress or the General Court.

4.4.1. Lobbying. The Operator hereby makes the following certifications.

4.4.1.1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

4.4.1.2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

4.4.1.3. It shall require that the language of paragraph (d) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Operators shall certify and disclose accordingly:

4.4.2. Lobbying Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4.5. Copyright. If this contract results in any copyrightable material or inventions, the City and/or Granting Authority reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

4.6. Religious Activities. The Operator agrees that funds provided under this Agreement shall not be used for inherently religious activities, such as worship, religious instruction, or proselytization.

4.7. COFAR. The Operator shall comply with the applicable provisions requirements of 2 CFR 200.00 *et seq.*, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (which may be referred to as the "COFAR Requirements" and which amends and includes provisions formerly set forth in OMB Circulars A- 21, 87, 89, 102, 110, 122, 133).

4.8. Statement of Assurances. The Operator shall comply with the requirements set forth in the

“VI. Statement of Assurances” contained in the RFP.

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of the _____ held
(name of corporation)
on _____ Directors were present or waived notice, it was voted that _____
(date) (officer and title)
company be and hereby is authorized to execute contracts and bonds in the name and behalf of said company, and
affix its Corporate Seal thereto, and such execution of any contract or bond of obligation in this company's name
shall be valid and binding upon this company.

A TRUE COPY,
ATTEST:

Place of Business:

I hereby certify that I am the _____ of the _____
(Title) (Name of Corporation)
that _____ is the duly elected _____
(Name of Officer) (Title)
of said company, and the above vote has not been amended or rescinded and remains in full force and effect as of
the date of this contract.

Signature: _____

Name/Title: _____

Date: _____

(Corporate Seal)

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS.

On this ____ day of _____, 2020, before me the undersigned notary public, personally appeared
_____, who proved to me through satisfactory evidence of identification, which was/were
_____, to be the person whose name is signed on the preceding or attached document,
and acknowledged to me he/she signed it voluntarily for its stated purpose.

Notary Public
My commission expires:

TAX CERTIFICATION

DATE: _____

Pursuant to Mass. G.L. c. 62C, Section 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature: _____

Print below signature line name and title
of Individual or Corporate Officer (as applicable)

Company Name

Address: _____

Tel No. _____

SOCIAL SECURITY NUMBER

OR

FEDERAL IDENTIFICATION NUMBER