



The City of
WORCESTER

Administration & Finance – Purchasing Division
Christopher J. Gagliastro, MCPPO – Purchasing Director
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Christopher J. Gagliastro, MCPPO
Purchasing Agent

RFP NO. CR-8133-W4
ISSUANCE DATE: 1/24/2024

BUYER: Christopher J. Gagliastro

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

RFP TITLE: Youth Workforce Programs (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 youth workforce programs as per the attached requirements and specifications of the MassHire Central Region Workforce Board for a period of one year from date of contract. This contract may be renewed for a second year 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, 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 virtual vendor conference will be held as follows: February 16, 2024 at 1:00 PM see specification section G for further detail
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 5 copies (plus one PDF copy on USB Flash Drive)** of the proposal **must** be labeled as follows:

Purchasing Agent, City of Worcester

Youth Workforce Programs (WIOA) / MCRWB – Technical Proposal

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

Re: RFP No. CR-8133-W4

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

Purchasing Agent, City of Worcester

Youth Workforce Programs (WIOA) / MCRWB - Price Proposal

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

Re: RFP No. CR-8133-W4

Cost proposal pages are located within the specifications and on the website. Proposers shall use the excel sheets on the site with proposal submission via the flash drive.

Proposals must be delivered no later than Friday, March 15, 2024 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
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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 youth workforce development services under the Workforce Innovation and Opportunity Act of 2014 (WIOA) and the MassHire Department of Career Services within the Central Massachusetts workforce development region.

A. Background

1. Workforce Innovation and Opportunity Act of 2014

WIOA is designed to build and support a demand driven workforce system that helps job seekers access employment, education, training, and support services to succeed in the labor market and to match companies with the skilled workers they need to compete in the global economy. WIOA supersedes the Workforce Investment Act (WIA) of 1998 and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973. The Workforce Innovation and Opportunity Act (WIOA) of 2014, was signed into law on July 22, 2014, and implemented July 1, 2015 and is summarized as follows in Training and Employment Notice (TEN) 51-14:

WIOA makes it easier for the public workforce system to help workers acquire the skills employers need and help employers access the talent pool they need to compete and win in a global economy. The new legislative provisions are designed to help workers - including those with barriers to employment - access employment, education, job-driven training, and support services; enhance program coordination, streamline service delivery and increase flexibility for governance; improve services to employers; and align programs across common goals and increase accountability and transparency. WIOA provisions also emphasize quality training that leads to credentials, regional planning and service coordination and implementation of targeted sector-based strategies and career pathway.

2. MassHire Central Region Workforce Board (MCRWB)

The MCRWB is the local Workforce Board authorized by WIOA to oversee the workforce development system in the Central MA Workforce Development Region, consisting of the City of Worcester and 37 surrounding communities. It is housed administratively within the City of Worcester's Executive Office of Economic Development and the Worcester City Manager is the region's Chief Elected Official (CEO). 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 WIOA to conduct the procurement of WIOA Youth Services for the region.

It is the MCRWB's goal to offer WIOA Youth services throughout our region where need exists. The 38 communities that make up the Central MA Workforce Development Region are:

- Worcester, Auburn, Grafton, Hardwick, Holden, Leicester, Millbury, New Braintree, Northborough, Oakham, Paxton, Rutland, Shrewsbury, Spencer, Westborough, Boylston, Blackstone, West Boylston, Hopedale, Douglas, Mendon, Millville, Milford, Northbridge, Sutton, Upton, Uxbridge, Brookfield, Charlton, Dudley, East Brookfield, North Brookfield, Oxford, Sturbridge, Warren, Webster, West Brookfield, Southbridge.

B. Resources

1. The MCRWB develops a Local Annual Plan as well as a regional workforce “blueprint” report that contains significant information about the work of the Board, labor market information about the area, and local workforce priorities. Proposers must also be familiar with applicable federal and state law. Information available to prospective bidders includes but is not limited to:

- The MCRWB's Regional Workforce Blueprint may be accessed directly at: <https://masshirecentral.com/wp-content/uploads/Central-MA-Regional-Workforce-Blueprint-Final-Public-Release.docx.pdf>
- The MCRWB 4 Year Plan may be accessed directly at: [MCRWB-4-year-plan-public-draft-7-6-21.pdf \(masshirecentral.com\)](https://masshirecentral.com/wp-content/uploads/MCRWB-4-year-plan-public-draft-7-6-21.pdf)
- The Workforce Innovation and Opportunity Act and regulations may be accessed directly on the U.S. Department of Labor web page at <https://www.doleta.gov/WIOA/>
- The Commonwealth of Massachusetts WIOA Youth Definitions may be accessed directly at: <https://www.mass.gov/doc/dcs-policy-19-101-3a-definitions/download>
- WIOA Youth Performance Measures may be accessed directly at: https://www.doleta.gov/performance/guidance/tools_commonmeasures.cfm
- Careeronestop Credentials Center – Certification Finder <https://www.careeronestop.org/Credentials/Toolkit/find-certifications.aspx>
- Massachusetts Department of Elementary and Secondary Education Drop-out rates may be accessed directly at: <http://www.doe.mass.edu/infoservices/reports/dropout/>

C. Purpose of Request for Proposals

1. The MCRWB's Youth Workforce Investment Council's (YWIC) mission is to prepare youth for career success using academic, sector-based pipeline and employability skills training. The regulations that govern youth activities under title I of WIOA describe responsibilities that our Council adopted (20 CFR 681.120):

- Recommend policy direction to the MCRWB for the design, development, and implementation of programs that benefit youth;

- Establish a comprehensive community workforce development system to ensure a full range of services and opportunities for all youth, including disconnected youth;
 - Provide ways to leverage resources and coordinate services among public programs and community-based organizations (CBO's) serving youth;
 - Provide ongoing leadership and support for continuous quality improvement for local youth programs;
 - Assist with planning, operational, and other issues relating to the provision of services to youth; and
 - Oversee eligible youth providers, as well as other youth program oversight responsibilities.
2. In accordance with the MCRWB Procurement Policy, this RFP will follow the requirements of G.L. c. 30B, Sec. 6.
3. By this RFP, the MCRWB seeks proposals from qualified entities to operate WIOA Youth Services within the Central MA Workforce Development Region. The proposal(s) judged to be most advantageous for the region by the MCRWB will be awarded the contract in the form customarily used by the City (see Exhibit A).
4. The successful proposer(s) will be required to serve eligible **out-of-school** youth. Eligibility/target population criteria is available on the USDOL Youth Program Fact Sheet, located at: [WIOA_YouthProgram_FactSheet\(multiscreensite.com\)](http://WIOA_YouthProgram_FactSheet(multiscreensite.com))

D. Availability of Funds

1. WIOA youth funding is provided through an annual US DOL grant and is subject to appropriation. Neither the MCRWB nor the City guarantees funding amounts from year to year. FY2025 amounts are based upon the actual amount received by the MCRWB.
2. If funds awarded for any contract year are not fully expended by June 30, unexpended funds may revert back to the MCRWB for disposition and may not be available for any subsequent contract year expenditures.
3. The MCRWB reserves the right, in its sole discretion, to extend this contract for an additional year.
4. Since the availability of funds will fluctuate from year-to-year, the contract shall be modified to increase or decrease funding, as needed to reflect actual amount of funding available during the contract period as determined by the City. The City will inform providers of the funding once such determination has been made. The MCRWB will not entertain any proposal that makes assumptions as to the potential availability of additional funding in general, particularly any additional funding from the City.

E. Incorporation of RFP into Contract

1. All conditions and any statements contained within this RFP, including addenda, are incorporated into the contract. Failure of any proposer to accept these obligations will result in rejection of the proposal. The selected proposer shall assume responsibility for all services offered in its proposal. The successful proposer will be responsible for all material errors and omissions in the proposal.

F. Selection Process

1. A Review Committee selected by the MCRWB Director and YWIC Chair and/or Vice Chair will review and evaluate proposals based on Comparative Evaluation Criteria (Article V).
2. The MCRWB will select the responsive and responsible proposal(s) submitting the most advantageous proposal, based on the criteria set forth in the comparative evaluation criteria detailed in Article V, including but not limited to proposer's experience, statement of objectives, outreach and recruitment methods, academic and sector-based pipeline model, integration of sustainable outcomes, and fiscal stability.
3. The City reserves the right to award a contract to more than one proposer. If the City exercises this option, it will evaluate each Proposer's Plan, determining appropriate contracts applying the criteria set forth herein, including but not limited to the most advantageous project mix, labor market area considerations, and projects offering training in unique areas, all while applying the priorities identified in Section B, "Resources" above and available grant funding.
4. The MCRWB reserves the right to reject any or all proposals.

G. Schedule

1. A schedule of significant dates in the RFP process is as follows:

February 16, 2024	*Bidders' Conference at 1:00 p.m.
March 15, 2024 10:00 AM	Proposals due to the City of Worcester, Purchasing Division, Room 201, City Hall, Worcester, MA by 10:00 AM.
March 18 th - April 1st	Proposal Review
April 22 nd – April 26, 2024	Finalize contract terms with providers
July 1, 2024	Begin FY25 Program

*Virtual Bidders' Conference will take place via TEAMS at the following link:

Join on your computer, mobile app or room device [Click here to join the meeting](#)

Meeting ID: 235 877 564 095. Passcode: Qo8KAE

Or call in (audio only) +1 469-998-7682 Phone Conference ID: 211 512 009#

Questions about this RFP must be submitted in writing via email to:

gagliastroc@worcesterma.gov

All questions and responses as well as additional clarifications will be posted via addendum to the City of Worcester website. Any modification to the RFP will be posted on the City website.

II. Proposer's Plan

Proposers shall prepare and submit their proposal describing their detailed service delivery design. Each Plan shall fully comply with the (a) WIOA and the MassHire Department of Career Services (MDCS) requirements, including but not limited to all regulations, orders and guidance, (b) the requirements of the grant agreement between the City and MDCS, (c) MCRWB priorities set forth in the region's workforce blueprint, and the MCRWB's 4 year plan as are applicable to the proposer, and (d) the particular elements and requirements set forth in this RFP.

A. Organizational History

1. Describe how your organization has demonstrated effectiveness in the delivery of education, training and employment services to disadvantaged out-of-school youth.
2. Describe your experience providing supportive services to youth enrolled in your program(s).
3. Describe your experience coordinating the delivery services with other community entities e.g. state, public or private partners.

B. Outreach, Recruitment and Participant Selection

1. Describe your proposed outreach, recruitment and eligibility determination process, and identify assessments used to evaluate clients.
2. Describe your capability to serve youth with disabilities, and what systems are in place to accommodate client needs.

C. Individual Service Strategy

1. Select one of the scenarios listed below that fits your program model and develop an Individual Service Strategy (ISS) for the participant (Exhibit D). The ISS must include the participant's Career Pathways and Educational and/or Employment Goal(s). Describe any and all services you plan to provide to help the customer achieve their goals. Be specific in all aspects of this ISS.

Ashley	Devin	Jake	Tamara
Ashley is a 17 years old and lives in public housing. She is receiving TANF, has a one year old daughter and does not own a car. She left HS in the 11 th grade and is testing at a 7 th grade reading and math level. She previously worked in fast food restaurants and would like to become a nurse.	Devin is a 23 year old male high school graduate. He lives with his parents at home. He has no work history and is involved with the juvenile court system. He has a 10 th grade reading level and 12 th grade math level. He did not take the ACT or SAT's. He would like to pursue college or advanced training.	Jake is a 22 year old male who completed a couple of classes in college before dropping out. He owns his own car. He has an 8 th grade reading and math level. He has some previous work history in shipping and receiving and wants to get a job working with his hands, but he is not sure what type of job.	Tamara is a 19 year old female with a severe learning disability. She finished high school with a Certificate of Completion but has no work experience. She has 7 th grade reading and math level. She is interested in finding a job and enjoys working with people.

D. Cultural Competence

1. Describe how your program is tailored to meet any culturally specific needs of the population(s) you serve.
2. Describe your organization's ability to employ diverse direct line staff that represent the population served.
3. Describe staff training in the area of cultural competency specific to focus populations served.

E. WIOA Elements and Support Services

WIOA requires program elements (Exhibit B) be available in any combination either by the provider or through partner organizations assisting youth in obtaining these service elements through cost or no cost agreements. "Be available" does not mean that participants must receive all program elements, but that youth have access to these services if they require them to meet their goals. Elements may be accessed directly at:

<https://youth.workforcegps.org/resources/2017/01/19/13/56/WIOA-Youth-Program-Element-Resources>

1. Utilizing the student scenario selected on page 5-6, complete Exhibit D to determine participant services drawn from the 14 WIOA Youth program elements to meet student needs.
2. Complete the Chart of Youth Program Elements (Exhibit B) that identifies the partners, location and contacts of agencies assisting in providing the 14 elements.

Please note: A minimum of 20 percent of youth formula funds must be used for work experience activities such as on-the-job training, internships, summer employment, or pre-apprenticeship in order that participants are prepared for employment. Proposers can also include the following to meet the 20% threshold:

- Employability skill/job readiness training to prepare youth for work experience;
- Staff time working to identify and develop a work experience opportunity, including staff time spent work with employers to identify and develop the work experience;
- Staff time working with employers to ensure a successful work experience, including staff time spent managing the work experience;
- Staff time spent evaluating the work experience;

Connections to employers are essential in creating a system of providers that can effectively assist youth to become employable. There are several strategies for doing this. They include both systematic and program level approaches to quality connections to employers.

Applicants should demonstrate planned meaningful employer connections to achieve required outcomes. These connections should lead to increased placements in employment as well as meaningful exposure to the world of work. Proposers providing a work component must also involve employers in the development of their projects.

3. Describe your process to provide the following: subsidized work experiences leading to unsubsidized employment; internships, job shadows, exposure to various aspects of industry, job search assistance, placement and retention, project based learning, career mentoring, employment opportunities directly linked to academic and/or occupational skills training.
4. Describe any anticipated internship(s), anticipated number of weeks and hours, paid or unpaid, and selection process.
5. All selected MCRWB WIOA youth providers are offered access to the ACT Work Keys/Career Ready 101 online learning system at no additional cost. Describe your process for integrating Work Keys/Career Ready 101 activities. <https://workkeyscurriculum.act.org/>
6. Describe counseling services offered. Include a description of (1) the types of counseling to be provided e.g. educational, employment, group and/or individual; (2) possible referrals

to e.g. health care, child care, housing, etc.; (3) how often will case management/career counseling occur. (4) If you plan to sub-contract workshops by a licensed counselor what topics will be covered e.g. conflict resolution, positive youth development etc.

7. Describe any additional workshops you plan to offer that support workforce development e.g. pre-employment and world of work. Explain the primary goals and objectives for each workshop.

F. Follow-Up Services

Programs are required to provide follow up services to enrollees for one-year after participation in your employment and training program.

1. Describe the type of follow-up activities you plan to offer including and not limited to the methods utilized to assist youth in overcoming barriers that may interfere with the achievement of their career objectives.
2. Describe proactive interventions to encourage youth retention in education or employment (a) what is the frequency per activity/service; (b) what records will be kept to track outcomes after exit; and (c) who is responsible for documenting meetings that ensures regularly scheduled outreach and assistance to participants.

G. Academic and/or Sector Based Pipeline

Program models for Out of School Youth (“OSY”) are designed to equip youth with academic instruction, occupational skills training and work readiness preparation. Successful models will focus on developing recognized credential(s) while providing youth with a meaningful career pathways toward sustainable employment. Proposer are encouraged to develop OSY models that allow youth to gain a sector based certificate with employment, or high school equivalency (HSE) attainment combined with occupational skills training with employment, or HSE attainment exiting to occupational skills or post-secondary education with employment.

1. Describe how this program and/or training aligns with regional employer demand. Include the estimated number of job openings, prevailing wages for the region and specific employer partnership agreements you have in place for the proposed program.
2. For each component offered briefly describe: (a) course outline, curriculum, and course topics to prepare individuals for the training; (b) training site(s), hours of operation/classroom schedule/duration (days/weeks); (c) equipment and materials utilized; (d) qualifications of instructors; (e) enrollment periods or cycles; (f) student/teacher ratio (employee to student ratio is direct line staff); (g) how you will ensure the maintenance of participant portfolios; (h) what factors you will consider when evaluating the performance of your classroom training sites that include input from youth.

3. Describe existing partnerships between your organization and an accredited postsecondary education institution. If it does not exist, explain how will you develop partnerships and provide postsecondary preparation skills such as test taking, time management, study skills, Accuplacer prep, and access to financial aid resources.
4. Identify the recognized stackable credential(s) that youth will earn from your program; include the name of the credential and the issuing entity. Please note, while programs may encourage the inclusion of CPR, First Aid, and OSHA 10 certificates, these are not recognized as stand-alone credentials. The definition in the WIOA statute states: The term “recognized postsecondary credential” means a credential consisting of an industry-recognized certificate or certification, a certificate of completion of an apprenticeship, a license recognized by the State involved or Federal Government, or an associate or baccalaureate degree. This term may be further defined in the regulations.

H. Performance Measures

WIOA Youth Performance Measures may be accessed directly at:

https://www.doleta.gov/performance/guidance/tools_commonmeasures.cfm

1. Describe how you plan to attain WIOA Youth Performance Measures.
2. Identify how you will incorporate performance data and other quantitative and qualitative information to drive continuous improvement to ensure successful outcomes.

I. Program Oversight

1. Describe the agency’s process/procedures to monitor compliance with WIOA program regulations and achievement of performance outcome goals.

J. Fiscal Accountability

1. Provide a description of the administrative and financial management capabilities of your organization, including the qualifications of the organization’s key financial staff involved with this project and note any previous experience administering federal, state, and private grants.
2. Describe how contracted funds will be tracked separately from other funds.
3. If you are proposing a subcontracting model, describe your experience in managing subcontracts for services including monitoring of subcontractors. Describe how you will ensure proper fiscal oversight and accountability of subcontractors.
4. Describe your experience with cost reimbursement contracts.

5. Describe how you will provide and fund the start-up costs of the program and how you will financially support the costs of doing business until an invoice can be submitted and paid by the Board.
6. Provide a copy of the most recent financial audit reports for the bidding entity as an attachment.

K. Subcontracting

Proposals using specialized services to deliver such activities may include subcontractors. Any subcontracting must be clearly identified in the proposal narrative and shall be subject to approval of the MCRWB prior to contract execution. If the proposer currently subcontracts certain functions or activities and intends to do so as part of this proposal, the subcontractor must be identified and the subcontractor must certify that it will agree to the terms of the proposal and the resulting contract.

III. Additional Elements and Information

A. Budget

1. Each provider is responsible to work with the MCRWB and City to develop a budget that reflects all expenses related to the WIOA Youth Program being proposed. The budget for the WIOA youth program will be based on a budget proposed annually by the provider, in a form and process established by the MCRWB. The budget shall be limited to available funding.
2. For this proposal, all proposers must submit a detailed budget using the budget forms listed in the Price Proposal section of this RFP. All costs should be accounted for in the budget line items supported by a strong narrative justifying why the funds are needed/critical to the program. (Costs included in the proposed budget cannot already be paid by another source; they must be actual costs incurred in delivering the proposed services and these funds cannot supplant funds already received by the proposing organization.)
3. Any revenues above costs generated by any not-for-profit organization through use of WIOA grant funds, including interest income or other program generated income, must be reported as program income and used for continued Youth Services. Proposers may not charge companies or individuals eligible for workforce programs a fee for any basic service.

B. Payment Process

The MCRWB will use a cost-reimbursement contract (applies to governmental agencies to the extent practicable). The selected bidder will be reimbursed for allowable actual service delivery costs on a monthly basis after submittal and approval of payment vouchers as described in the contract.

C. Insurance

All proposers must include a Certificate of Insurance. (A governmental agency that is self-insured must provide proof of self-insurance.) In the event that a certificate of insurance cannot be furnished with the proposal, it is acceptable to provide 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. Certification of Insurance Coverage shall include:

- Statutory workers compensation and employer's liability insurance;
- Comprehensive, all risks general liability coverage for personal injury and property damage;
- Liability of not less than \$1 million for each occurrence and \$2 million annual aggregate (occurrence basis coverage required);
- Comprehensive automobile bodily injury and property damage coverage liability of not less than \$1 million combined single unit; and
- Professional Liability Insurance in the amount of \$1 million per occurrence/\$2 million aggregate
- City of Worcester must be named as additional insured.
- The Certificate Holder must be Director, MassHire Central Region Workforce Board, 554 Main Street, Suite 401, Worcester, MA 01608

IV. MINIMUM EVALUATION CRITERIA

The following requirements must be addressed in the proposal (see Exhibit E):

1. **Conflict of Interest** – the proposer must certify and represent that it and all the officers and employees relevant to this proposal and to services as a WIOA Youth provider are in compliance with the federal (including but not limited to the requirements of 2 CFR §200.318) and state conflict of interest requirements.
2. **WIOA Youth Program Elements** – the proposer must include description of how it will make all 14 WIOA elements (see Exhibit B) available for program participants.
3. **Insurance** – the proposer must 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.
4. **Additional Assurances** – the proposer must affirm its compliance with the required laws, identified in Exhibit C.
5. **Debarment** – the proposer must 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.
6. **Good Standing** – corporate and limited liability company proposers must have a Certificate of Good Standing from the state in which the corporation or limited liability company is established, and all non-domestic corporate and limited liability companies must have complied with the Massachusetts requirements for a foreign corporation.
7. **Start date of July 1, 2024** – The proposer must acknowledge and agree that, if selected as a WIOA Youth provider, it will be ready to commence operations on July 1, 2024.
8. **Executed Proposal** – The proposer’s authorized signatory must sign the proposal and all forms and/or certifications must be properly executed.

V. COMPARATIVE EVALUATION CRITERIA

Proposals will be evaluated based on the following rankings:

- Highly Advantageous
- Advantageous
- Not Advantageous
- Unacceptable

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

A. Organizational History:

Highly Advantageous	Proposer demonstrates 5+ years of delivering successful education, employment and training services to hard-to-serve, disadvantaged youth and clearly describes career assessment methods to develop career pathways leading to a credential utilizing individual service strategies and Educational Development Plans. Proposer performance consistently exceeds WIOA performance measures or analogous measures with no major monitoring findings.
Advantageous	Proposer demonstrates 3 - 5 years of delivering successful education, employment and training services to hard-to-serve, disadvantaged youth and clearly describes career assessment methods to develop career pathways leading to a credential utilizing individual service strategies and Educational Development Plans. Proposer performance mostly meets WIOA performance measures or analogous measures and has no more than one major monitoring finding.
Not Advantageous	Proposer demonstrates less than three years of delivering quality education, employment and training services to hard-to-serve, disadvantaged youth utilizing objective assessment and Educational Development and/or Individual Service Plans to address career pathways leading to a credential. Proposer performance has not consistently met WIOA performance measures or analogous measures and/or has two major monitoring findings.

Unacceptable	Proposer demonstrates little to no successful delivery of education, employment and training services to hard-to-serve, disadvantaged youth utilizing objective assessment and Educational Development and/or Individual Service Plans to address career pathways leading to a credential. Proposer rarely meets WIOA performance measures or analogous measures and/or has three or more major monitoring findings.
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B. Outreach, Recruitment and Participant Selection:

Highly Advantageous	Proposer articulates a comprehensive outreach and recruitment approach to diverse populations that are very likely to achieve successful performance outcomes based on the agency's intake and assessment process. The proposer also identifies strong procedures to document program eligibility in a timely and confidential manner.
Advantageous	Proposer articulates outreach and recruitment approaches to diverse populations that are likely to achieve successful performance outcomes based on the agency's objective assessment process. The proposer has adequate procedures to document program eligibility in a timely and confidential manner.
Not Advantageous	Proposer articulates outreach and recruitment approaches to diverse populations that are less than likely to achieve successful performance outcomes based on the agency's objective assessment process. The proposer has minimal procedures to document program eligibility in a timely and confidential manner.
Unacceptable	Proposer articulates outreach and recruitment methods to diverse populations that are unlikely to achieve successful performance outcomes based on the agency's objective assessment process. The proposer lacks procedures to document program eligibility in a timely and confidential manner.

C. Individual Service Strategy:

Highly Advantageous	Proposed ISS process is complete and offers detailed information on the development of the participant's career pathway and educational and/or employment goal(s) and offers specific information regarding the services provided.
Advantageous	Proposed ISS process is mostly complete and offers some detailed information on the development of the participant's career pathway and educational and/or employment goal(s) and offers specific information regarding the services provided.
Not Advantageous	Proposed ISS process is not complete and/or offers limited information on the development of the participant's career pathway and educational and/or employment goal(s), or offers little information regarding the services provided.
Unacceptable	Proposed ISS process is incomplete, offers no information on the development of the participant's career goals, or is missing information regarding the services provided.

D. Cultural Competency:

Highly Advantageous	Proposer indicates numerous strategies that very successfully demonstrate delivery of services in a culturally competent manner and describes services that meets client needs.
Advantageous	Proposer indicates a number of strategies that generally demonstrate success in delivering services in a culturally competent manner that meets client needs.
Not Advantageous	Proposer indicates strategies that are unlikely to demonstrate success in delivering services in a culturally competent manner that unlikely meets client needs.
Unacceptable	Proposer indicates no strategies that demonstrate successful delivery of services in a culturally competent manner and describes no services that meet client needs.

E. Elements and Support Services:

Highly Advantageous	Proposer demonstrates a very successful strategy to make all program elements and support services available, offers licensed counselor workshops, and meets the work experience requirement. Offers services highly aligned with eligible youth needs.
Advantageous	Proposer demonstrates a generally successful strategy to make all program elements and support services available, and adequately meets the work experience requirement. Offers services aligned with eligible youth needs.
Not Advantageous	Proposer demonstrates minimal strategies to make all program elements and support services available, or has minimal strategies to attain the work experience requirement. And/or offers services that are not significantly aligned with eligible youth needs.
Unacceptable	Proposer demonstrates no strategies to make all program elements and support services available, or lacks strategies to attain the work experience requirement. And or offers services not aligned with eligible youth needs.

F. Follow-Up Services

Highly Advantageous	Proposed follow-up activities and supports are very likely to assist youth with achieving post training career objectives and retention in education or employment.
Advantageous	Proposed follow-up activities and supports are likely to assist youth with achieving post training career objectives and retention in education or employment.
Not Advantageous	Proposed follow-up activities and supports are not likely to assist youth with achieving post training career objectives and retention in education or employment.
Unacceptable	Proposer does not offer information regarding follow-up activities and supports.

G. Academic and/or Sector Based Pipeline:

Highly Advantageous	Proposer clearly demonstrates the training is necessary and in high demand (based on the proposed geographic region) and provides very successful strategies as to how the organization will provide training, establish and coordinate partnerships, identify and provide credential(s) applicable to the proposed training, and procure and secure sub-contracting, if applicable.
Advantageous	Proposer generally demonstrates the training is necessary and in high demand (based on the proposed geographic region) and provides adequate strategies as to how the organization will provide training, establish and coordinate partnerships, identify and provide credential(s) applicable to the proposed training, and procure and secure sub-contracting, if applicable.
Not Advantageous	Proposer minimally demonstrates the training is necessary and in high demand (based on the proposed geographic region) and provides minimal strategies as to how the organization will provide training, establish and coordinate partnerships, identify and provide credential(s) applicable to the proposed training, and procure and secure sub-contracting, if applicable.
Unacceptable	Proposer does not demonstrate the training is necessary and in high demand (based on the proposed geographic region) and no strategies as to how the organization will provide training, establish and coordinate partnerships, identify and provide credential(s) applicable to the proposed training, and procure and secure sub-contracting, if applicable.

H. Performance Measures:

Highly Advantageous	Proposer successfully incorporates performance data and outlines methods to achieve performance measures that include engagement strategies and support services to youth. Successful examples of corrective action to ensure success are highlighted.
Advantageous	Proposer generally incorporates performance data and outlines methods to achieve performance measures that include engagement strategies and support services to youth. Adequate examples of corrective action to ensure success are highlighted.

Not Advantageous	Proposer minimally incorporates performance data and outlines methods to achieve performance measures that include engagement strategies and support services to youth. Limited examples of corrective action to ensure success are highlighted.
Unacceptable	Proposer incorporates no performance data or methods to achieve performance measures that include engagement strategies and support services to youth. No examples of corrective action to ensure success are highlighted.

I. Program Oversight

Highly Advantageous	Proposer articulates processes and procedures to monitor compliance and achieve performance goals very likely to yield success.
Advantageous	Proposer articulates processes and procedures to monitor compliance and achieve performance goals likely to yield success.
Not Advantageous	Proposer articulates processes and procedures to monitor compliance and achieve performance goals unlikely to yield success.
Unacceptable	Proposer does not articulate processes or procedures to monitor compliance and achieve performance goals.

J. Fiscal Accountability

Highly Advantageous	Proposer articulates strong fiscal management procedures and experience with managing federal, state, or private grants. Has clean audit history.
Advantageous	Proposer articulates adequate fiscal management procedures and experience with managing federal, state, or private grants. Has clean audit history.
Not Advantageous	Proposer articulates weak fiscal management procedures and/or has limited experience with managing federal, state, or private grants. Has audit history with negative findings.
Unacceptable	Proposer does not articulate fiscal management procedures and/or has no experience with managing federal, state, or private grants. Has audit history with multiple negative findings.

VI. 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 30 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.

Number of copies: One (1) complete original, (marked as original) with executed certificates (original signatures of the authorized signatory), plus five (5) copies must be submitted along with one (1) electronic copy in PDF format via a USB flash drive (separate flash drives for price and non-price proposals). Each respondent’s USB flash drive will be inspected at the technical review to ensure PDF file is found on the device submitted. Completeness of all copies is the sole responsibility of the proposer. Each original and copy should be separately bound, in an appropriate binder. Please note, budget materials to be submitted separately (see Price Proposal on page 20).

Authorized Signatory Authority: The proposer’s authorized signatory authority must sign all signature documents in the proposal. This individual should typically be the Director, President or Chief Executive Officer of the organization or any individual who has the authority to 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. Signed Statement of Assurances (see Exhibit C)
2. Table of Contents, indicating the beginning page for each section and major subsection of the Response, including each attachment.
3. 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.
4. Attachments – May be attached at the Bidder’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.

WIOA Youth Programing PRICE PROPOSAL

All proposals must include a separately sealed Price Proposal.

The Price Proposal shall consist of:

1. Form A - Budget Summary

2. Form B - Budget

3. Budget Narrative

Complete a narrative for the cost proposal as outlined below. Note: Narratives should include detailed descriptions of match contributions as well. The Budget Narrative shall consist of the following:

A. Salaries and Wages – Address the following:

- Explain the justification for each staff position proposed. Number of hours per week and number of weeks proposed should correspond with the requirements of the position(s).

B. Fringe Benefits:

- Explain the justification for each staff position proposed. Number of hours per week and number of weeks proposed should correspond with the requirements of the position(s).

C. Staff Travel:

- Include number of miles and rate per mile reimbursed to employees. Tolls & Parking costs should be included where applicable.

D. Training Costs:

- For WIOA Youth eligible participants; definitions and other specifics for WIOA training can be found in the Workforce Innovation and Opportunity Act of 2014.

E. Participant Supportive Services:

- For WIOA Youth eligible participants; definitions and other specifics for WIOA supportive services can be found in the Workforce Innovation and Opportunity Act of 2014.

F. All other Non-Personnel Services Line Items:

- Fully explain and justify each proposed cost in the space provided. Be sure to include the rationale for each proposed cost (i.e., historical data, units per participant, etc.).

PRICE PROPOSAL – CR-8133-W4

Proposers shall use the excel sheets on the Purchasing Division website for submission purposes via USB flashdrive.

Refer any questions regarding this form and/or format to Chris Gagliastro at gagliastroc@worcesterma.gov

BUDGET FORM A

Budget Summary

FY 2025 MassHire Worcester CAREER CENTER PROPOSED BUDGET SUMMARY

Provide back up sheets for each budget item providing details on each item

FY25 Proposed Budget Summary	General Costs	Work Experience	In-Kind
A. STAFF SALARIES and WAGES			
B. STAFF FRINGE BENEFITS			
C. STAFF TRAVEL			
D. PARTICIPANT TRAINING			
Occupational Skills Training (Individual Training Sub-Contracts)			
Occupational Skills Training (Group Training Sub-Contracts)			
E. PARTICIPANT SUPPORT SERVICES			
F. NON PERSONNEL SERVICES – OTHER			
Premises Lease and Related Costs			
Expendable Supplies, general office and training supplies			
Non-Expendable Supplies, useful life of more than one year and/or a per unit acquisition cost of \$5,000 or more.			
Communications, Includes telephone, fax, internet, data circuits and Postage, Printing etc.			
Equipment Lease or Rental			
Equipment Maintenance			
Advertising			
Staff Training			
G. INDIRECT COST			
TOTAL CAREER CENTER BUDGET PROPOSAL			

FORM B**Budget****A. Salaries and Wages:**

Provide a breakdown of your staff costs by completing the following:

Position/Title	Number of Positions	Average Hourly Rate	Average Total Hrs. Per Week	Hrs. per Week Charged to Career Center	# Weeks Charged to Career Center	Total Cost

Total Salaries:

B. Fringe Benefits:

Represents payments other than salaries and wages, made to staff or paid on behalf of or on their account, e.g., pensions, insurance, etc. Important – Government mandated fringe benefit components must be consistent with known or planned tax rates and the bases must be consistent with the ceilings on these. Non- tax generated benefits must be fully supported by your agency's personnel manual.

Fringe Benefit	% Benefit of Salaries	Total Cost
FICA		
Worker Compensation		
Health Insurance		
Retirement		
Other		

Total Fringe Benefits:

C. Staff Travel:

Include the number of miles and the rate per mile for travel reimbursement. Include parking and tolls where applicable.

Number of Miles	Rate per Mile	Total Cost

Total Staff Travel: _____

D. Participant Training Costs:

Training costs include occupational skills training in the form of Individual Training Accounts and/or Group Training Programs.

Training Type	Number of Participants receiving Training Service	Average Cost Per Participant	Total Cost
Individual Training Accounts (ITA)			
Group Training			
Other Training			

Total Participant Training Costs: _____

E. Participant Support Services Costs:

Training costs include occupational skills training in the form of Individual Training Accounts and/or Group Training Programs. Subsidized Employment Costs

Support Service	Number of Participants receiving Supportive Services	Average Cost Per Participant	Total Cost

Total Participant Supportive Services Costs: _____

F. Non-Personnel Services, Other Line Items: List your proposed cost for each additional line item wherever applicable. Indicate the total cost proposed for each line item by listing it under the Total WIOA Cost column. Line items paid for by other resources, either in part or in full, should have such costs represented in the Match Contribution column.

Please note that the line items listed below reflect the types of costs that have historically been proposed. You are not limited to these, nor are you required to propose a cost for each one.

	Description of Expense	Cost Basis of Expense	Total Cost
	Premises Lease and Related Costs		
	Expendable Supplies, general office and training supplies		

Non-Expendable Supplies, useful life of more than one year and/or a per unit acquisition cost of \$5,000 or more			
Communications, Includes telephone, fax, internet, data circuits, Postage, Printing etc.			
Equipment Lease or Rental			
Equipment Maintenance			
Advertising			
Staff Training			

Total Other Line Items: _____

G. Indirect Costs:

Include your agencies approved Indirect Cost Rate and attach a copy of the Indirect Costs Rate approval as requested and received through your cognizant agency. If you do not have an approved Indirect Cost Rate, the maximum amount of Indirect Costs allowable is the DeMinimus rate of 10%.

Approved Indirect Cost Rate or 10% DeMinimus Cost Rate	Cognizant Agency if applicable	Total Cost

Total Indirect Costs: _____

GRAND TOTAL (A through G) (must correspond with the total figures on the Budget Summary Sheet)

Grand Total: _____

**AGREEMENT FOR
EMPLOYMENT AND TRAINING PROGRAMS FOR THE
SOUTHERN WORCESTER COUNTY WORKFORCE
INVESTMENT AREA**

This Agreement entered into this _____ day of _____, **2024**, with an effective date of July 1, 2024, by and between the City of Worcester, a Massachusetts municipal corporation acting through its Executive Office of Economic Development, Workforce Development Operations Division and MassHire Central Region Workforce Board, located at 554 Main Street, Suite 401, Worcester, Massachusetts 01608, ("City") and _____, a _____ corporation, with a principal place of business at _____ ("Subrecipient").

WITNESSETH

WHEREAS, the City has been awarded a grant from the U.S Department of Labor through The Commonwealth of Massachusetts Executive Office of Labor and Workforce Development, MassHire Department of Career Services ("Funding Authority") under the Workforce Innovation and Opportunity Act to fund employment and training programs in the Southern Worcester County Workforce Investment Area;

WHEREAS, the MassHire Central Region Workforce Board has selected a qualified Subrecipient to receive grant funding to provide certain employment and training services to qualified recipients;

WHEREAS, the City desires to enter into an agreement with the selected Subrecipient to provide certain employment and training services in _____, which is within the Southern Worcester County Workforce Investment Area; and

WHEREAS, the Subrecipient desires to provide such services and represents that 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 SERVICES

The Subrecipient shall perform and render the services as required by the Grant and the Funding Authority hereinafter set forth in the terms and conditions of this Agreement and more specifically set forth in Exhibit A, Scope of Services, attached hereto and incorporated by reference. The Subrecipient shall comply with all requirements of the Funding Authority, and acknowledges receipt of and familiarity with the Funding Agreement between the City and the Funding Authority dated July 1, 2024, as it may hereafter be amended.

2. TERM

This Agreement shall commence on the 1st day of July, 2024, and shall terminate on the 30th day of June, 2025. The term of this Agreement may be amended, extended or renewed only by duly signed written agreement of the parties.

3. CONTRACT AMOUNT

Subject to the terms and conditions set forth herein, the City agrees to pay the Subrecipient an amount not to exceed \$_____ (“Contract Amount”). Payment to the Subrecipient under this Agreement is expressly conditioned upon the availability of funding and the City’s continued eligibility to receive such funding. The Subrecipient shall not expend more than the amounts allocated for the identified expenditures, as set forth in the Line Item Budget, Exhibit B, attached hereto and incorporated by referenced.

The Subrecipient shall not revise, adjust or modify the submitted budget in attached Exhibit B without a prior written amendment. The Subrecipient shall expend all monies in accordance with the line items identified in Exhibit B. Requests for changes to any budget line item shall be submitted to the City prior to expenditure. The City shall pay the Subrecipient only on the basis of written invoices or official documentation evidencing in complete detail, the propriety of the charges, as well as completion and submission of documents satisfying the requirements following the budget in Exhibit B. Payments by the City of any portion of the contract amount shall be made within thirty (30) days after receipt of such invoice. Failure of the Subrecipient to submit invoices within thirty (30) days of the activity shall relieve the City of any obligation to pay.

The Subrecipient shall account for the funds received under this Agreement separately and shall use such funds for eligible activities as described herein and for no other purposes. The City may suspend, reduce or terminate the amount paid under this Agreement if it determines that any expenditure by the Subrecipient has been made for ineligible activities. Upon notice, the Subrecipient shall reimburse the City for any and all expended funds that have been classified as ineligible by the City. In the event of termination or suspension of this Agreement, the Subrecipient shall immediately reimburse and turnover to the City any and all funds not properly expended.

4. PROGRAM INCOME, REVERSION OF ASSETS AND BUDGET ADJUSTMENTS

The Subrecipient shall report to the City monthly all program income generated by activities carried out with funds made available under this Agreement. All program income shall be retained by the Subrecipient and shall be added to the funds received by the Subrecipient under this Agreement and used in accordance with the terms and conditions stated herein. Program income so earned and recommitted to the employment and training activities shall be subject to budget adjustments requirements, if applicable. All unexpended program income shall be returned to the City at the termination of this Agreement. All program income returned to the City or recommitted to program activity shall be properly documented and accounted for separately. Prior written approval by the City for the use of such funds is required.

Title to any equipment purchased with funds under this Agreement shall, at the option of the City, become property of City at the termination of this Agreement. The Subrecipient shall establish and

keep current an inventory of all non-expendable supplies and equipment purchased by funds provided under this Agreement.

5. TERMINATION OF CONTRACT:

A. Termination for Cause: If either party fails to fulfill in a timely and proper manner its obligations under this Agreement for any cause, or if either party violates any of the terms, covenants and conditions of this Agreement, then the offended party shall have the right to terminate this Agreement by giving written notice to the breaching party of such termination and specifying the effective date thereof, said written notice to be given at least five (5) days before the effective date of such termination. In such event, all records, documents, assets, property and equipment, of any nature whatsoever or wheresoever situated, prepared or purchased by the Subrecipient with funds under this Agreement shall, at the option of the City, become its property. Notwithstanding the above, the Subrecipient shall not be relieved of liability to the City for damages sustained by the City for personal injury, property damage or otherwise by virtue of any termination of this Agreement, and the City may withhold any payments to the Subrecipient for the purpose of set-off until such time as the exact amount of damages to the City from the Subrecipient is determined.

B. Termination for Convenience: The City may terminate this Agreement at any time by giving at least fifteen (15) days notice in writing to the Subrecipient. In such event, all records, documents, assets, property and equipment, of any nature whatsoever or wheresoever situated, prepared or purchased by the Subrecipient with funds under this Agreement shall, at the option of the City, become its property. Notwithstanding the above, the Subrecipient shall not be relieved of liability to the City for damages sustained by the City for personal injury, property damage or otherwise by virtue of any termination of this Agreement, and the City may withhold any payments to the Subrecipient for the purpose of set-off until such time as the exact amount of damages to the City from the Subrecipient is determined.

C. Termination Expenses: In the event of any termination of this Agreement, the Subrecipient shall be paid for services satisfactorily performed to the termination date. No other termination expenses shall be allowed.

6. COMPLIANCE WITH LAW

The Subrecipient shall comply with the requirements of the Funding Authority, and with Workforce Innovation and Opportunities Act ("WIOA") and the regulations and policies promulgated thereunder and with all subsequent revisions, modifications and amendments. The Subrecipient shall further comply with any and all applicable federal, state and local laws, rules, regulations, policies, directives, ordinances and guidelines related to this Agreement.

7. PROCUREMENT

To the extent applicable, the Subrecipient certifies that its procurement procedures comply with G.L. c.30B, 2 CFR Part 200 and 29 CFR 97.36, as applicable. Without modifying the foregoing, the Subrecipient's procurement procedures shall include (a) maintaining written standards of conduct for employees engaged in the award and administration of contracts, (b) conducting procurement transactions in a manner to provide open and free competition and reasonable price, (c) identify

methods of procurement to be used, (d) identifying persons with authority to take procurement actions, (e) maintaining records for every procurement, including, a cost or price analysis and (f) making positive steps to use minority firms, women's business enterprises and labor surplus area firms whenever possible. The Subrecipient shall maintain a system for contract administration to insure compliance with the requirements set forth in this Agreement.

8. SUBCONTRACTORS

The Subrecipient shall not employ consultants, sublet, assign or transfer any part of its services or obligations under this Agreement without the prior approval of and written consent of the City. The written consent shall not in any way relieve the Subrecipient from its responsibility for the coordination and performance of all services or work furnished under this Agreement.

9. CONFLICT OF INTEREST

The Subrecipient certifies that it has complied with all provisions of law regarding the award of this Agreement and that it, or its employees, agents, officers, directors or trustees have not offered or attempted to offer, and shall not during the course of this Agreement offer, anything of value to any employee of the City in connection with this Agreement. Issues of conflict of interest shall be resolved according to G.L. c. 268A and it is the responsibility of the Subrecipient to ensure that all conflicts of interest requirements are adhered to.

10. RECORD KEEPING, AUDITS AND REPORTING REQUIREMENTS

The Subrecipient shall maintain and provide the City with access to any and all records, files, documents, papers, books, accounts or other materials, related to this Agreement. The Subrecipient agrees:

- a. To maintain financial, participant, statistical, audit, property records and other documents pertaining to the services provided and participants of programs funded by this Agreement. Such records and documents shall be retained and kept available for audit purposes for a period of six (6) years or until any open audit is resolved or until all litigation, claims or audit findings involving the records are resolved, whichever occurs later. Such retention period starts from the date of the City's approval of the Subrecipient's closeout. The Subrecipient agrees to comply with any and all applicable federal, state or local laws, rules or regulations regarding record retention under this Agreement, including, but not limited to, Massachusetts Public Records Law, G.L. c. 66, as applicable.
- b. To permit the City and its agents and authorized representatives and any authorized representatives of the federal or state governments to have access and the authority to audit, examine and make excerpts, copies or transcripts from records, including all contracts, invoices, materials, payrolls, personnel records, participant records, programmatic documents and other data or records related to this Agreement. This right of inspection includes the right to enter the premises of the Subrecipient at all reasonable times to examine such records, including the Subrecipient's office or any other site at which the books and records are kept.
- c. If the account books, records or documents kept by the Subrecipient for expenses incurred and program income received under this Agreement, do not meet the minimum standards of accepted accounting practices and records management of the City, the City reserves the right to withhold any portion of its funding to the Subrecipient until such time as the City determines the standards are met.
- d. To establish and maintain an auditable accounting system, and report on an accrual basis in accordance with recognized accounting practices and the City's requirements for fiscal and program reports.
- e. To adhere to the audit provisions contained in 2 CFR 200 Subpart F. Audits are to be performed annually and audit reports shall be submitted to the City within thirty (30) days of completion, but no later than nine (9) months after the end of the organization's fiscal year. The audit shall include the following reports:
 - (1) Supplementary Schedule of Federal Assistance;
 - (2) Accountant's Report on internal control and administrative requirement;
 - (3) Accountant's Report on specific compliance matters;
 - (4) Resolution or status of prior audit findings; and
 - (5) Corrective Action Plan to explain findings or why corrective action is not needed.

- f. To repay the City amounts found not to have been expended in accordance with this Agreement or disallowed in the final resolution of an audit report.
- g. To complete in a timely manner, all reports that may be required from time to time by the City for the administration and monitoring of the program and services being provided under this Agreement.

11. INDEMNIFICATION

The Subrecipient shall indemnify and hold harmless the City and its officers, agents and employees from and against all suits, actions or claims of any character brought because of any injury or damage received or sustained by any person, persons or property arising out of, or resulting from, the Subrecipient's breach of any provision of this Agreement or any asserted negligent act, error or omission of the Subrecipient or its agents, officers or employees occurring in the performance of this Agreement. The indemnifications required hereunder shall not be limited by reason of the specification of any particular insurance coverage under this Agreement. The Subrecipient's obligations under this provision shall not terminate with the expiration or termination of this Agreement, but shall survive it.

12. INSURANCE

The Subrecipient shall obtain and maintain in force at all times during the term of this Agreement, occurrence basis insurance coverage pertaining to Commercial General Liability, Property Damage and Excess Liability in at least the following amounts:

- a. Commercial General Liability \$1,000,000 per occurrence/ \$2,000,000 aggregate
- b. Excess Liability \$2,000,000 aggregate
- c. Property Damage Coverage for property damage shall in no event be less than the full value of the property purchased with funds under this Agreement.

The Subrecipient shall also obtain and maintain in force at all times during the term of this Agreement Worker's Compensation insurance satisfying the Massachusetts statutory requirements.

The Subrecipient shall furnish certificates of insurance coverage of the types and amounts required above, in a form satisfactory to the City, prior to the execution of this Agreement. The City shall be named as an additional insured on said coverage and certificates, and the Director, Workforce Development, MassHire Central Region Workforce Board, 554 Main Street, Suite 401, Worcester, MA 01608 shall be identified as a Certificate Holder. The Subrecipient shall require its insurance company(ies) to notify the Certificate Holder of any reduction or cancellation of the insurance at least thirty (30) days prior to the effective date of such reduction or cancellation.

Employees of the Subrecipient who handle money for the Subrecipient or funds under this Agreement shall be bonded by a responsible bonding company authorized to do business in the Commonwealth of Massachusetts. The Subrecipient shall further obtain and maintain a fidelity bond

covering all employees in an amount not less than the Contract Amount under this Agreement.

13. GRIEVANCE PROCEDURE

To the extent applicable by the Funding Authority or by law, the Subrecipient shall follow the participant grievance procedure set forth in Exhibit C and shall post the participant grievance procedure provided in Exhibit C in a conspicuous place at all times and for the convenience of participants.

14. INDEPENDENT CONTRACTOR

The Subrecipient and its employees, agents and contractors are independent contractors and not employees of the City of Worcester.

15. AMENDMENTS

This Agreement may be amended or modified only by written instrument duly executed by the parties. 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.

16. ADVERTISING

The Subrecipient shall recognize the City as a funding source in any and all advertisements, notifications, publications, articles, signs, brochures and other promotional or informational material related to this Agreement. Any such advertisements, notifications, publications, signs, brochures or other promotional or informational material shall be provided to the City prior to any release and are subject to the express written approval of the City.

17. SEVERABILITY AND WAIVER

If any provision in this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

The City's failure to act with respect to a breach by the Subrecipient 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.

18. RIGHTS RESERVED

The City reserves the right to change policy expounded herein due to policy changes dictated by federal, state or municipal agencies.

19. NOTICES

Any formal notices necessary under this Agreement shall be given by certified mail, return receipt requested, hand delivery or national overnight courier, and addressed to the City at Chief

Economic Development Officer, Executive Office of Economic Development, 455 Main Street, Worcester, MA 01608 with a copy to the Director, MassHire Central Region Workforce Board, located at 554 Main Street, Suite 401, Worcester, MA 01608, and addressed to the Subrecipient at the address appearing in the first paragraph of page 1 of this Agreement. Either Party may update said address by written notice to the other.

20. COPYRIGHT

No reports, maps, curriculum or other documents produced in whole or in part under this Agreement shall be subject to a copyright or patent by or on behalf of the Subrecipient.

21. SUCCESSORS AND ASSIGNS

The City and the Subrecipient each binds itself, its partners, successors, legal representatives and assigns of such other party in respect to all covenants of this Agreement.

22. CERTIFICATIONS REQUIRED BY LAW

A. The Subrecipient, by executing this document, certifies the following:

(i) it has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Agreement;

(ii) that no consultant to or subcontractor for the Subrecipient has given, offered or agreed to give any gift, contribution or offer of employment to the Subrecipient, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the Subrecipient;

(iii) that no person, corporation or other entity, other than a bona fide full time employee of the Subrecipient, has been retained or hired by the Subrecipient to solicit for or in any way assist the Subrecipient in obtaining this Agreement for Services upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Agreement to the Subrecipient; and

(iv) that the Subrecipient, and any consultant to or subcontractor for the Subrecipient, represents, warrants and certifies that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes and all Ordinances and Orders of the City of Worcester relating to taxes, fees and charges, or is lawfully contesting the validity of the same. The Subrecipient, and any consultant to or subcontractor for the Subrecipient, further represents, warrants and certifies that it will remain in such compliance during the term of this Agreement, including any amendments or extensions hereto. Breach of any of these provisions shall be deemed a material breach which shall entitle the City to immediately terminate this Agreement pursuant to Section 5(A) and take any other action authorized by law to collect any amounts due the City.

B. Pursuant to G.L. c. 149, section 148B, and other laws of the Commonwealth and the United States concerning the payment of federal or state income taxes, unemployment compensation and workers compensation, the Consultant and the head of the department recommending approval of this

Agreement hereby certify the following under the pains and penalties of perjury:

(i) The Consultant shall, at all times under this Agreement, be free from the control and direction of the Host Agency as to the methods used by the Consultant to accomplish the results, or otherwise perform the Services, required by the Agreement; and,

(ii) Except for making reports, submitting materials and attending meetings, the Consultant shall perform the Services required by this Agreement outside of all places of business utilized by the department recommending approval of this Agreement and that the Host Agency shall not provide the Consultant with any office space or furniture, telecommunications or franking privileges, or such other administrative support services unless the same are specifically identified elsewhere in this Agreement, and,

(iii) The Consultant is customarily engaged in an occupation, profession or business of the same nature as this Agreement and that the Consultant has disclosed, and the head of the department recommending approval of this Agreement has reviewed and accepted documentation provided by the Consultant showing that the Consultant has entered into other consulting contracts with third parties or that verify that the Consultant is a bona fide independent contractor who has performed Services of the same nature as provided for herein.

23. APPLICABLE LAW

The laws of the Commonwealth of Massachusetts shall govern the validity, interpretation, construction and performance of this Agreement. The Parties agree that the venue shall be in any court of competent jurisdiction located in the Commonwealth of Massachusetts.

24. ADDITIONAL REQUIREMENTS

I. *Non-Discrimination and Equal Opportunity*

The Subrecipient shall comply with Title VI and VII of the Civil Rights Act and with 29 CFR Part 37, the nondiscrimination and equal opportunity provisions of Funding Authority and WIOA, and further agrees that no person in the United States shall on the basis of race, color, religion, sex, age, political affiliation, national origin or beliefs be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity funded in whole or in part with funds made available by this Agreement. The Subrecipient shall further comply with Section 504 of the Rehabilitation Act, the Age Discrimination in Employment Act and G.L. c. 151B.

The Subrecipient shall not discriminate against any employee, including participants for employment and training activities under this Agreement, on the basis of race, color, age, sex, religion, disability, political affiliation or national origin. The Subrecipient shall take affirmative action to ensure that applicants are employed and that employees and program participants are treated equally and fairly without regard to race, color, age, sex, religion, disability, political affiliation or national origin.

II. *Hatch Act*

The Subrecipient 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

5 U.S.C. Secs. 7321-7326, as amended.

III. *Labor, Health and Safety Standards*

The Subrecipient shall adhere to the requirements of the Fair Labor Standards Act and insure that any individual or entity receiving funding under this Agreement adheres to its requirements. The Subrecipient shall also comply with the requirements of the Davis-Bacon Act, as amended, the Contract Work Hours and Safety Standards Act 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 Subrecipient also agrees as follows:

- a. The Subrecipient shall insure that any individual employed in activities authorized by this Agreement shall be paid wages which shall not be less than the highest of (A) the minimum wage under the Fair Labor Standards Act, (B) the minimum wage under applicable state or local minimum wage law, or (C) the prevailing rate of pay for individuals employed in similar occupations by the same employer.
- b. The Subrecipient shall maintain appropriate standards for health and safety in work and training situations. The health and safety standards established under state and federal law, including child labor laws, otherwise applicable to working conditions of employees, shall be equally applicable to working conditions of participants. The Subrecipient shall prohibit employees and participants from working, training or receiving services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to their health or safety.
- c. The Subrecipient shall insure that each employer receiving funding under this Agreement obtains worker's compensation insurance meeting state statutory requirements and general liability insurance sufficient to insure program participants and property, if any, purchased with grant funding.
- d. Notwithstanding anything herein to the contrary, all individuals employed in subsidized jobs shall be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work.
- e. The Subrecipient shall insure that no funds provided by this Agreement are used for contributions on behalf of any participant to retirement systems or plans.
- f. The Subrecipient agrees that no currently employed worker may be displaced by any participant (including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits). Further, the Subrecipient agrees that no participant shall be employed or job opening filled (A) when any other individual is on layoff from the same or any substantially equivalent job, or (B) when the employer has terminated the employment of

any regular, unsubsidized employee or otherwise caused an involuntary reduction in its workforce with the intention of filling the vacancy so created with the WIOA participant. No program may impair existing contracts for services or collective bargaining agreements, except that no program under the Act which would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the labor organization or the employer concerned. 20 CFR 667.270

g. In order to ensure that WIOA participants do not displace other employees, no jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals. 20 CFR 667.270

IV. *Religious Activities*

The Subrecipient agrees that funds provided under this Agreement shall not be used for inherently religious activities, such as worship or religious instruction nor shall any program participant be employed on the construction, operation or maintenance of any facility that is used or to be used for religious instruction or a place of religious worship.

V. *Lobbying*

The Subrecipient hereby makes the following certifications:

- a. 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;
- b. 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
- c. 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, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

d. 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.

VI. *Drug-Free Workplace Requirements*

The Drug-Free Workplace Act (42 U.S.C. 701) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient must certify that it will comply with drug-free workplace requirements in accordance with the Act. The Subrecipient shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited by the Subrecipient's workplace and specifying the actions that will be taken against an employee for a violation of such policy. The Subrecipient shall also establish an ongoing drug free awareness program for its employees.

VII. *Debarment and Suspension*

By its execution of this Agreement, the Subrecipient certifies that it is not debarred or suspended under Federal or Massachusetts law, rule, regulation, order or directive.

VIII. *Union Activities*

No Funding Authority funds under this Agreement shall be used to assist, promote or deter union organizing.

[remainder of page intentionally blank; signature page to follow]

IN WITNESS THEREOF the parties hereto, by their duly authorized representatives, set their hands and seals on the day and year first above written.

RECOMMENDED FOR APPROVAL:

AGENCY:

Jeffrey T. Turgeon, Executive Director
MassHire Central Region Workforce Board

Name:
Title:

RECOMMENDED FOR APPROVAL:

Peter Dunn, Chief Development Officer
Executive Office of Economic Development

Christopher Gagliastro
Purchasing Director

APPROVED AS TO FORM:

CITY OF WORCESTER:

Karen A. Meyer
Assistant City Solicitor

Eric D. Batista
City Manager

Funds for this Agreement are available from Grant Worktag _____ designated in accordance with 2 CFR 200.210, CDFA # _____:

Budget Analyst
Department of Administration and Finance

EXHIBIT A
SCOPE OF SERVICES

The Subrecipient shall provide the following professional services pursuant to this Agreement.

EXHIBIT B

LINE ITEM BUDGET

EXHIBIT C
GRIEVANCE PROCEDURE

EXHIBIT D

TAX CERTIFICATION

THE MASSACHUSETTS REVENUE ENFORCEMENT AND PROTECTION PROGRAM OF 1983
REQUIRES THAT THE FOLLOWING CERTIFICATION BE SUPPLIED IN ORDER TO CONTRACT WITH
THE CITY OF WORCESTER:

DATE: _____

Pursuant to G.L. c. 62C, Section 49A, I certify under the penalties of perjury that the
below listed corporate entity has, to my best knowledge and belief, filed all
Massachusetts State Tax Returns and paid ALL Massachusetts State and City Taxes Required
under Law.

Company Name

Street & No

City

State/Zip

Telephone No.

SOCIAL SECURITY NUMBER (if applicable) OR

FEDERAL IDENTIFICATION NUMBER:

Signature, Title

EXHIBIT E

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of the _____
(name of corporation)

held on _____ Directors were present or waived notice,
(date)

it was voted that _____ of this company be and
(officer and title)

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:

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 _____, 20____, 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:

Exhibit B

Youth Program Elements

AGENCY NAME: _____

Youth Program Elements may be accessed at:

<https://youth.workforcegps.org/resources/2017/01/19/13/56/WIOA-Youth-Program-Element-Resources>

Some elements may include more than one entity and location. Provide as much information as possible. Use additional sheets, if necessary.

Element	Provided by Applicant/ Partner/Referral	Location(s)	Contact	
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				

Exhibit C

Statement of 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”).

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

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 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. 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.

19. 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 _____, 20__.

PROPOSER

By: _____

Name:

Title:

Exhibit D
MassHire Central Region
Youth Individual Service Strategy

I. Personal Information

Name _____		Date _____	
Home Phone _____		E-Mail #1 _____	
Cell _____		E-Mail #2 _____	
Social Media Website Addresses _____			
Address _____		City _____	State _____ Zip Code _____
Age _____	Date of Birth _____		MOSES ID#: _____
Emergency Contact: _____		Phone _____	

II. Career Pathway Assessments

Career Interest Inventory Test: _____		Date: _____
Identify Three Highest Areas: 1. _____ 2. _____ 3. _____		
Involved in a Career Pathways at your prior school? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Name of Career Pathway/Cluster: _____		
Interest and Aptitudes Developmental Profile: <u>Search DAP</u> _____		Date: _____
Top Three Personal Assets: 1. _____ 2. _____ 3. _____		
Occupational Skills Assessment Inventory: _____		Date: _____
Top Three Occupational Skills: 1. _____ 2. _____ 3. _____		
Work Readiness Assessment: _____		Date: _____
Top Three Work Readiness Skills: 1. _____ 2. _____ 3. _____		
Labor Market Inventory Tool: _____		Date: _____
Results/Comments: _____		

III. Basic Education Skills

If a student tests below 8.9 on either math and/or reading, basic skills training is a required educational career goal.

Reading Level: Pre Test: _____		Post Test: _____	Test Name: <u>TABE</u>
Scale Score: _____		Scale Score: _____	

Math Level: Pre Test: _____		Post Test: _____	Test Name: <u>TABE</u>
Scale Score: _____		Scale Score: _____	

IV. Educational and Career Goals

Check all that apply:

- _____ Work Readiness Training
_____ Occupational Skills Training
_____ Basic Skills Training

V. Barriers

- ☐ Basic Skills Deficient ☐ School Drop Out ☐ Homeless, Runaway, Foster Child
☐ Pregnant or Parenting ☐ Offender ☐ Requires Additional Assistance _____

VI. Planned Outcomes

Check all that apply:

- _____ Attainment of Degree or Certificate: Diploma, HiSET, Industry
Recognized Certificate.
_____ Employed or in Post-Secondary Education/Advanced Training.
_____ If employed, retained in employment and/or education in Q2 and Q4.
_____ If employed, earnings Q2 after exit.

Required:

Customer Satisfaction Survey

Date: _____

VII. One Year Development Plan

Documentation of actual work and a detailed description identifying training must be Placed in each participant's file upon completion of activity.

Circle each planned activity the participant will receive during the year:

Assessment/Career Planning

Interest Inventory Career Fair Career Search Other: _____
Test

Case Management/Counseling Services

Counseling Job Dev./Placement Voc./Occupational Guidance
Other: Other: Other:

Job Search

Job Search Workshop Job Fair WR Training Job Search Planning
Other: _____ Life Skills Training Enrichment Workshop(s)

VIII. Detailed Career Pathway Plan of Action: Short and Long Term Goals

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

IX. Support Services

Needs	Recommended Services	Referral
1. Transportation		
2. Pregnant/parent		
3. Probation/Court Involvement		
4. Disability		
5. Health		
6. Housing		
7. Substance Abuse		
8. Child Care		
9. Other		

X. Education and Employment History

Education:	<input type="checkbox"/> Currently In-School	<input type="checkbox"/> Currently Out-of-School
High School Graduate:	<input type="checkbox"/> Yes	Certificate: <u>Diploma</u> <input type="checkbox"/> No <input type="checkbox"/> HiSET
<input type="checkbox"/> H.S. Drop out	School name and location: _____	
	Highest grade completed: _____ Date completed: _____	
Post High School:	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes, currently attending <input type="checkbox"/> No
	Name of Institution: _____	
	Degree/Certification Received: _____	

Employment (Include job shadowing and internships):	
1. Employer: _____	Date of Employment: _____
Job Title: _____	Hourly Wage: _____ Hrs./wk. _____
2. Employer: _____	Date of Employment: _____
Job Title: _____	Hourly Wage: _____ Hrs./wk. _____
Barriers to Employment: _____	
<input type="checkbox"/> Has not held a full-time job for more than three consecutive months and lacks work readiness skills necessary to obtain and retain employment	

XI. Short Term Goals: Basic, Occupational, Work Readiness

Description of Goal	Plan of Action to Achieve Goal	Date Established	Date Attained
1.			
2.			
3.			

XII. Long Term Goals: Basic, Occupational, Work Readiness

Description of Goal	Plan of Action to Achieve Goal	Date Established	Date Attained
1.			
2.			
3.			

XIII. Barriers to Goal Achievement

XIV. Special Accommodations

XV. Strengths, Special Skills, Extracurricular, Volunteer, Recreational Activities

XVI. Measurable Skills Gains (MSG) – A minimum of one MSG is required on the Youth Membership Form and additional skills gains may occur during the enrollment period. Depending on the type of education or training program in which a participant is enrolled, documented progress is defined and noted as follows:

- ☐ **Educational Achievement** **Set:** _____ **Attained:** _____

Participants that are basic skills deficient at program entry who achieve a gain of one or more educational functioning levels.

Comparing the participant's initial education functioning level, as measured by a pre-test, with the participant's educational functioning level, as measured by a post-test. These pre- and post-tests must be based on the list of tests the Secretary of Education determines to be suitable for use in the National Reporting System for Adult Education e.g. TABE

- ☐ **Secondary School Diploma or Recognized Equivalent** **Set:** _____ **Attained:** _____

Programs may document attainment of a secondary school diploma or its recognized equivalent if the participant obtains certification of attaining passing scores on all parts of a State-recognized high school equivalency test, or the participant obtains a diploma or State-recognized equivalent documenting satisfactory completion of secondary studies or an alternate diploma; high school or adult secondary school diploma.

- ☐ **Transcript/Report Card** **Set:** _____ **Attained:** _____

Participants enrolled in either secondary or post-secondary whose transcript/report card for one (1) academic year is achieving the state unit's policies for academic standards.

- ☐ **Training Milestone** **Set:** _____ **Attained:** _____

Participants enrolled in on the job training, apprenticeship or work experience with a satisfactorily or better progress report toward an established milestone from an employer/training provider.

- ☐ **Skills Progression** **Set:** _____ **Attained:** _____

Successful passage of an exam that is required for a particular occupation or progress in attaining technical or occupational skills as evidenced by trade-related benchmarks, such as knowledge- based exams.

XVII. Elements

Youth are required to have access to all ten WIOA elements of service either in-house, through collaboration with other organizations, or through referrals. Please describe and date the element(s) as they occur.

1. Tutoring, study skills training, and instruction leading to completion of secondary school, including dropout prevention strategies:

Start & End Dates	Description of Activity	Provider/Organization	
____ - ____	_____	_____	
____ - ____	_____	_____	
____ - ____	_____	_____	

2. Alternative secondary services:

Start & End Dates	Description of Activity	Provider/Organization	
____ - ____	_____	_____	
____ - ____	_____	_____	
____ - ____	_____	_____	

3. Paid and unpaid work experiences that have as a component academic and occupational education, which may include: summer employment and year round employment, pre-apprenticeship programs, internships, job shadowing, and OJT training opportunities:

Start & End Dates	Description of Activity	Provider/Organization	
____ - ____	_____	_____	
____ - ____	_____	_____	
____ - ____	_____	_____	

4. Occupational skill training:

Start & End Dates	Description of Activity	Provider/Organization	
____ - ____	_____	_____	
____ - ____	_____	_____	
____ - ____	_____	_____	

5. Leadership development opportunities, which include community service and peer-centered activities:

Start & End Dates	Description of Activity	Provider/Organization	
____ - ____	_____	_____	
____ - ____	_____	_____	
____ - ____	_____	_____	

6. Supportive services:

Start & End Dates	Description of Activity	Provider/Organization	
____ - ____	_____	_____	
____ - ____	_____	_____	
____ - ____	_____	_____	

7. Adult mentoring for the period of participation: Adult mentoring may be provided for the period of participation and a subsequent period, for a total of not less than twelve (12) months:

Start & End Dates	Description of Activity	Provider/Organization	
_____ - _____	_____	_____	
_____ - _____	_____	_____	
_____ - _____	_____	_____	

8. Follow-up services for not less than 12 months:

Start & End Dates	Description of Activity	Provider/Organization	
_____ - _____	_____	_____	
_____ - _____	_____	_____	
_____ - _____	_____	_____	

9. Comprehensive guidance and counseling, which may include drug and alcohol abuse, counseling and referrals.

Start & End Dates	Description of Activity	Provider/Organization	
_____ - _____	_____	_____	
_____ - _____	_____	_____	
_____ - _____	_____	_____	

10. Integrated education and training for a specific occupation or cluster

Start & End Dates	Description of Activity	Provider/Organization	
_____ - _____	_____	_____	
_____ - _____	_____	_____	
_____ - _____	_____	_____	

11. Financial literacy education:

Start & End Dates	Description of Activity	Provider/Organization	
_____ - _____	_____	_____	
_____ - _____	_____	_____	
_____ - _____	_____	_____	

12. Entrepreneurial skills training:

Start & End Dates	Description of Activity	Provider/Organization	
_____ - _____	_____	_____	
_____ - _____	_____	_____	
_____ - _____	_____	_____	

13. Services that provide labor market information about in-demand industries and occupations:

Start & End Dates	Description of Activity	Provider/Organization	
_____ - _____	_____	_____	
_____ - _____	_____	_____	
_____ - _____	_____	_____	

14. Post-secondary preparation and transition activities:

Start & End Dates	Description of Activity	Provider/Organization	
_____ - _____	_____	_____	
_____ - _____	_____	_____	
_____ - _____	_____	_____	

Barriers to Element Achievement and Plan of Action:

Youth and Case Manager Agreements:

For Youth - I agree to:

- ▶ Contact my Case Manager monthly or as often as necessary to update my progress on this plan. I understand that my case can be closed if I go 90 days without participating in a service.
- ▶ Let my Case Manager know of any problems which would cause changes to any activities or interfere with completing the plan.
- ▶ Seek, accept and maintain employment that meets my planned goal(s) as stated above.
- ▶ Contact my Case Manager when I become employed, and provide all necessary information pertaining to the job.
- ▶ Stay in contact with my Case Manager for up to a year after exiting the program to maintain and support meeting my goals.

For the Case Manager – I agree to:

- ▶ Assist with the appropriate career guidance, training and supportive services.
- ▶ Coordinate with other agencies and programs to help you obtain needed services.
- ▶ Monitor your participation and progress in the activities above.
- ▶ Assist you in your search for employment.

- Maintain contact with you for up to one year after you obtain employment for employment retention and career advancement purposes.

Participant Signature

Date

Case Manager (CM)/Assessor Signature

Date

Signature and date by Applicant and Assessor is necessary. Assessor's signature indicates all sections of the ISS are complete. If a section is not applicable, indicate N/A.

ISS updates occur any time information is added to the ISS:

ISS Update Date: _____

Participant Signature:

CM/Assessor Signature

ISS Update Date: _____

Participant Signature:

CM/Assessor Signature

ISS Update Date: _____

Participant Signature:

CM/Assessor Signature

ISS Update Date: _____

Participant Signature:

CM/Assessor Signature

ISS Update Date: _____

Participant Signature:

CM/Assessor Signature

ISS Update Date: _____

Participant Signature:

CM/Assessor Signature

Exhibit E

WIOA Youth RFP Minimum Evaluation Criteria

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:

Conflict of Interest – the proposer must certify and represent that it and all the officers and employees relevant to this proposal and to services as a WIOA Youth provider are in compliance with the federal (including but not limited to the requirements of 2 CFR §200.318) and state conflict of interest requirements.

WIOA Youth Program Elements – the proposer included a description of how it will make all 14 WIOA elements (see Exhibit B) available for program participants.

Insurance – the proposer included 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.

Additional Assurances – the proposer signed Exhibit C.

Debarment – the proposer must 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.

Good Standing – corporate and limited liability company proposers must have a Certificate of Good Standing from the state in which the corporation or limited liability company is established, and all non-domestic corporate and limited liability companies must have complied with the Massachusetts requirements for a foreign corporation.

Start date of July 1, 2024 – The proposer must acknowledge and agree that, if selected as a WIOA Youth provider, it will be ready to commence operations on July 1, 2024.

The above referenced Proposer, by its duly authorized representative, hereby affirms and represents that the above required certifications are true and accurate statements.

_____ day of _____, 20____.

PROPOSER

By: _____

Name: _____ Title: _____