



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



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

**RFP NO. CR-8468-W6  
ISSUANCE DATE: 7/7/2025**

**BUYER: Christopher J. Gagliastro**

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

**RFP TITLE: ENVIRONMENTAL REMEDIATION TRAINING PROGRAMS / 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 environmental remediation training programs as per the attached requirements and specifications of the MassHire Central Region Workforce Board for a period from date of contract through June 30, 2030.**
- 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.
- All terms and conditions are applicable to this proposal except the following section(s) which are hereby deleted from this RFP: 22, 23, 27, 30,
- 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 and are to be in duplicate. 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  
Purchasing Director  
City of Worcester, City Hall  
455 Main Street, Room 201  
Worcester, MA 01608  
[gagliastroc@worcesterma.gov](mailto:gagliastroc@worcesterma.gov)**

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

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

11. The City reserves the right to accept or reject any or all of the proposals submitted and waive informalities and technicalities.
12. The City will review and analyze each proposal, and reserve the right to interview selected proposers. The City shall select the proposer, which in the City's opinion, has made the proposal best suited to the needs and goals of the City and its operations and deemed to be in compliance with the terms of this RFP.
13. The Contractor will be required to indemnify and save harmless the City of Worcester for all damages to life and property that may occur due to his or her negligence or that of his or her employees, subcontractors, etc. during the contract derived from this RFP.
14. The Contract Agreement will be drafted by the City's Law Department in compliance with the terms of the RFP, and may incorporate the terms of this RFP and of the proposal selected.
15. The Proposer must certify that no official or employee of the City of Worcester, Massachusetts, is pecuniarily interested in this proposal or in the contract which the proposer offers to execute or in expected profits to arise therefrom, unless there has been compliance with the provisions of G.L.C. 43 section 27, and that this proposal is made in good faith without fraud or collusion or connection with any other person submitting a proposal.
16. Any proposal withdrawn after time and date specified, the proposer shall forfeit deposit on proposal as liquidated damages.
17. A vendor conference will be held as follows: July 16, 2025 at 10:00 AM
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, 1 copy and 1 PDF copy on USB flash drive** of the proposal **must** be labeled as follows:

**Purchasing Agent, City of Worcester**

**Environmental Remediation Training Programs / MCRWB – Technical Proposal**

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

**Re: RFP No. CR-8468-W6**

A sealed package containing **the original copy and 1 Excel copy on USB flash drive** of the proposal **must** be labeled as follows:

**Purchasing Agent, City of Worcester**

**Environmental Remediation Training Programs / MCRWB - Price Proposal**

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

**Re: RFP No. CR-8468-W6**

*Price proposal pages are available for download from the bid page. Hard copy is located at end of specifications.*

**Proposals must be delivered no later than Wednesday, July 30, 2025 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 evaluation and cost 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 a Proprietorship / Individual

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 CONTAIN THE ABOVE NON-COLLUSION FORM***

## MCRWB Specifications for Environmental Remediation Trainers

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The MassHire Central Region Workforce Board (MCRWB) seeks qualified providers to implement a job training program for Environmental Remediation workers trained to the highest standard (OSHA 40-hour HAZWOPER Contractor/Supervisor), OSHA-10-hour Construction Safety, Asbestos Awareness, and MA Hoisting Licenses 1A and 2C) on its behalf for adults 18 years and older in the MassHire Central Region Workforce Development Area ([www.masshirecentral.com/about/](http://www.masshirecentral.com/about/)).

Multiple vendors who provide the required services may be selected; each will be awarded term contracts from July 1, 2025 to September 30, 2030.

The MCRWB expects to fund approximately eight (8) cycles of training (2 per year) during the grant lifespan. While class schedules will vary by contract in accordance with the needs of participants and the MCRWB, sessions typically run in the day or early evening hours to allow maximum trainee convenience. Limited flexibility for negotiating schedule changes may be offered to the selected provider(s). Please see Training Program Table below.

Applications should be based on the costs and activities related to providing a small group of MCRWB-selected participants with the appropriate classroom and hands-on instruction necessary to achieve the aforementioned training.

The MCRWB will consider a maximum cost of \$1,900 per OSHA-10 class, \$6,500 per OSHA-40 HAZWOPER class, \$285 per trainee for MA Hoisting 1A and 2C, and \$45 per trainee for Asbestos Awareness class (these amounts reflect the maximum funds the MCRWB has been awarded in a recent US Environmental Protection Agency (EPA) grant (Grant #:

### Program Goal

Per the Project Output Chart below, the MCRWB's goal is to enroll 10 trainees/session, two (2) sessions per year, and a total of eight (8) sessions to equal 80 trainees. We anticipate 80% completion (64 graduates) with 70% placed into employment (56 placements). Broader outcomes we aspire to achieve include improved socioeconomic status for program participants, enhanced career stability and potential for promotion, and—over time—enhanced regional environmental quality.

Overall # of Participants Enrolled in Program	# of Graduates Completing Program	# of Graduates Placed in Environmental Positions	# of Graduates Not Placed but Pursuing Further Education
80	64	56	2

To achieve these outcomes, the **MCRWB will:**

- Organize and advertise at least two information sessions prior to each training cycle to build/enhance program awareness among focus demographics.
- Recruit, screen, and interview applicants with consideration given to industry employer standards and expectations.
- Provide classroom training space at the MCRWB's One-Stop Career Center training room in downtown Worcester (accessible by WRTA and within three blocks of the regional bus system's main hub).
- Coordinate and offer transportation for participants to the selected provider's location if and as necessary; participants will be transported to/from the training location after gathering at the career center.
- Provide case management and support services for participants before, during, and after training.
- Provide a one-week work-readiness and social emotional learning program to each cohort prior to beginning their Environmental Remediation training.

**The selected training provider(s) will:**

- Design training curriculum to position participants to earn OSHA 10-hour Construction Safety, OSHA-40 HAZWOPER, Asbestos Awareness, and MA Hoisting Licenses 1A and 2C credentials.
- Be in good standing with the Commonwealth of Massachusetts as a business/corporate entity; all proposers must include a Certificate of Insurance.
- Have all appropriate state certifications and insurance required to deliver Environmental Remediation classroom and hands-on instruction and training in accordance with applicable state and federal laws.
- Deliver eight (8) training courses in class cohorts of 10 trainees each; each cycle will take a maximum of four (4) weeks to complete.
- Coordinate with the MCRWB Program Manager to deliver classroom training at the MassHire Career Center or MCRWB location (554 Main Street, Worcester, MA 01608), followed by hands-on training on-site.

**The selected training provider(s) must:**

- Identify and secure all necessary and appropriate supplies and equipment for trainings. Deliver safe, appropriate, and culturally sensitive classroom and hands-on trainings aligned with EPA training and testing standards; plan and deliver trainings in a safe and secure environment.
- Plan and deliver training appropriate for individuals with previous barriers to employment, such as veterans, single parents, people of color, women, people with disabilities, limited English speakers, long term unemployed, and low-income residents.

- Assist MCRWB staff with participant selection through activities such as participant interviews, and/or other related activities.
- Advise the MCRWB of appropriate industry requirements and expectations, as necessary, throughout the contracted period.
- Notify the MCRWB immediately of any participant withdrawal; allow the MCRWB to replace any participant who withdraws from the program within the first 10% of the certification preparation portion with a qualified participant from the waitlist.
- Help the MCRWB identify and (as appropriate) apply for additional funding opportunities for future Environmental Remediation training sessions in the region.
- Assist the MCRWB with program retention and provide program participant progress and outcome information to the MCRWB as requested.

**Provider Directions:** Please respond to all questions below. For clarification on application directions, see Appendix B (Comparative Criteria Framework).

1. Briefly describe your experience (and attach your qualifications/credentials) to operate an Environmental Remediation training course that prepares diverse individuals to earn the aforementioned certifications and credentials described above “ (e.g., special certifications, education or licenses, etc.)
2. Indicate if your training program has had any significant safety violations or accidents during its history and explain the resolution thereof.
3. Complete the Performance Outcome Table for the past 24 months.

Performance Outcome Table	Number
# of trainees in all Environmental Remediation courses	
# of trainees asbestos-related courses	
# of asbestos-related certification program graduates	
# of <i>all</i> graduates placed in FT positions in the Environmental Remediation field	
Average starting salary for program graduates placed in FT positions in the Environmental Remediation field	

4. Describe your ability and/or experience training individuals with barriers to employment (e.g., veterans, single parents, people of color, women, people with disabilities, limited English speakers, long-term unemployed, low-income individuals).
5. Indicate the location(s) for proposed hands-on training.
6. Considering the aforementioned training cohort requirements, please suggest and/or describe the available days/times (and seasonal changes, if necessary) you would host and lead training during the project’s four-year duration, as well as your flexibility to schedule classes to meet project and participant needs.

7. Discuss any employer relationships you have as a training provider. For employer partners, include their organization, contact information, contact person, level of commitment to hiring program graduates, and the number of anticipated openings throughout the contract period.
8. Describe the financial system you will use to account for contracted funds. At minimum, the system *must provide* accurate, current, and complete financial information to meet the grant requirements for periodic financial reporting and accounting records and documentation to support and identify financial transactions. Your description must include an explanation of the following financial areas:
  - a) Bonding and/or insurance arrangements for every individual authorized to receive or deposit funds into program accounts, or issue financial documents, checks, or cash payments;
  - b) System of internal controls used to safeguard cash;
  - c) How you will keep project related financial transactions separate and readily identifiable from other financial transactions; and
  - d) System to record and report staff and participant attendance.
9. Provide the following attachments:
  - a) Copy/ies of instructor(s) current certifications in Environmental Remediation (e.g., Instructor Certifications for OSHA 40-hour HAZWOPER, OSHA 10-hour Construction Safety, Asbestos Remediation Trainer, MA Hoisting License 1A and 2C Instructor/Trainer)
  - b) One (1) copy of an organizational chart depicting your company's administrative and operational framework.
  - c) One (1) copy of your most recent financial audit.
  - d) One (1) copy of your current EEO/AA Policy.
  - e) One (1) copy of your approved indirect cost rate, if applicable. If you do not have an approved indirect cost rate, administrative costs will be limited to 10% of the program award and will be based on actual costs of program administration.
  - f) One (1) copy of your current Certificate of Insurance Coverage. If a certificate of insurance cannot be furnished with your proposal, we will consider a letter from the proposer's insurance broker/company indicating that if the proposer obtains this contract, the required insurance will be available before the contract is executed. Certificate of Insurance Coverage should 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;

- Comprehensive Automobile Bodily Injury and Property Damage Coverage Liability of not less than \$1 million combined single unit.
- Professional Liability Insurance in the amount of \$1 million each wrongful act/\$2 million aggregate. (Please include budget proposal notes)



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## Appendix A

### Notes on Line Item Budgets & Bidder Conference

- a) Each line item in the budget must provide sufficient information to determine the cost is reasonable, necessary and allowable. Costs (budget line items) will be determined allowable if they are necessary for the program, and if they are reasonable given the quality and/or quantity of services proposed and comparable costs to similar programs.
- b) Staff salary information must include hourly wage and total number of hours to be charged to the program per proposed staff position.
- c) Staff fringe benefits must include each cost to be charged or an explanation of what costs make-up the fringe rate, and how the rate is determined.
- d) Staff travel must include the estimated number of miles to be charged to the program and specify the reimbursement policy of the agency. i.e. number of estimated miles to be charged at a specific rate per mile.
- e) Facility rental costs must include the number of square feet and the price per square foot. If space rental costs are divided among multiple programs, the percentage to be reimbursed under this program must be included.
- f) Other line items should include estimated costs with detail on the need for the line item(s).

### Bidders Conference and Questions

Optional WebEx bidder's conference July 16, 2025 at 10:00 AM. While we encourage prospective applicants to attend, *attendance is not mandatory*. To access the meeting:

**Go to:** <https://www.webex.com/>

**Enter meeting number (access code):**

**Join by Phone:** +1-415-655-0001 US Toll *Or Join from a video system/application:* Dial 731706187@cow.webex.com

To register for the bidder's conference or for technical assistance, contact.

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## Appendix B: Comparative Criteria

A review committee will review and score all eligible submissions. Review results will be documented. The MCRWB reserves the right to request additional info from any applicant to ensure the review committee has a complete understanding of the program concept. The review committee will use the Comparative Criteria below to evaluate each application.

- A. Experience: The MCRWB seeks providers with experience delivering OSHA-10, OSHA-40 HAZWOPER, MA Hoisting License 1A and 2C, and Asbestos awareness trainings and who have knowledge of the Environmental Remediation industry and are familiar with OSHA practices and procedures.

Highly Advantageous	Proposer has 6+ years' experience offering Environmental Remediation instruction.
Advantageous	Proposer has 3 to 5 years' experience offering Environmental Remediation instruction.
Not Advantageous	Proposer has up to 3 years' experience offering Environmental Remediation instruction.
Unacceptable	The proposer has no experience offering Environmental Remediation classes.

- B. Safety: The MCRWB prioritizes the safety of participants and providers at all times, particularly during potentially hazardous training program(s).

Highly Advantageous	Proposer has operated Environmental Remediation instruction without any significant safety violations or accidents for the past 6+ years.
Advantageous	Proposer has operated Environmental Remediation instruction without any significant safety violations or accidents for the past 3-5 years.
Not Advantageous	Proposer has operated Environmental Remediation instruction without any significant safety violations or accidents for less than the past 3 years.
Unacceptable	Proposer has not operated Environmental Remediation instruction without any significant safety violations or accidents for the past year.

- C. Past Performance: The MCRWB seeks providers with a strong history of providing Environmental Remediation instruction with high program completion rates.

Highly Advantageous	Proposer has both a 90% or above passing rate for program graduates, with 80% or above graduate placement rate
Advantageous	Proposer has an 65%-89% passing rate for program graduates, with 70% or above graduate placement rate
Not Advantageous	Proposer has a 30% - 64% passing rate for program graduates, with 50% or above graduate placement rate
Unacceptable	Proposer has less than 30% passing rate for program graduates and or less than 50% graduate placement rate

- D. Experience Training Diverse Populations: The MCRWB provides job training services to diverse demographics, including individuals with barriers to employment. We prefer providers with experience instructing these populations.

Highly Advantageous	Proposer has 6+ years' experience offering Environmental Remediation class instruction to individuals with barriers to employment, including veterans, single parents, people of color, women, people with disabilities, limited English speakers, long term unemployed, and low-income residents.
Advantageous	Proposer has 3 – 5 years' experience offering Environmental Remediation class instruction to individuals with barriers to employment, including veterans, single parents, people of color, women, people with disabilities, limited English speakers, long term unemployed, and low-income residents.
Not Advantageous	Proposer has up to 3 years' experience offering Environmental Remediation Class instruction to individuals with barriers to employment, including veterans, single parents, people of color, women, people with disabilities, limited English speakers, long term unemployed, and low-income residents.
Unacceptable	The proposer has no experience offering Environmental Remediation classes to individuals with barriers to employment.

- E. Location: The MCRWB seeks providers who can provide training that is accessible to trainees who reside in the MCRWB service area through the use of their personal vehicles and/or public transportation. This will ensure participants can consistently attend training without a transportation barrier.

Highly Advantageous	Proposer can offer/provide Environmental Remediation instruction within the MCRWB service area.
Advantageous	Proposer can offer/provide Environmental Remediation Instruction within a 45-minute travel radius from the MCRWB service area.
Not Advantageous	Proposer can offer/provide Environmental Remediation instruction within one hour and fifteen minutes from the MCRWB service area.
Unacceptable	Proposer can only offer/provide Environmental Remediation instruction outside of one-hour fifteen minutes travel radius from the MCRWB service area..

- F. Class Schedule: Because the MCRWB plans to recruit motivated candidates from our service area, we seek to offer training at regular intervals that are spaced far enough apart to provide sufficient time for recruitment with additional time for graduate placement prior to the project end date.

Highly Advantageous	Proposer is able to offer eight (8) classes over the course of four years, scheduled at mutually agreed upon intervals throughout the duration of the project.
Advantageous	Proposer is able to offer eight (8) classes over the course of four years, scheduled at mutually agreed upon intervals throughout the duration of the project.
Not Advantageous	Proposer has <i>limited flexibility</i> to offer classes during the project duration that match the needs of the MCRWB.
Unacceptable	Proposer has no flexibility in class scheduling

- G. Employer Partnerships: To help program graduates secure stable, sustainable full-time employment, the MCRWB gives preference to providers who have a robust network of employer connections—e.g., employer partners who have a proven history of hiring program graduates and/or who have expressed interest/intent to hire future qualified graduates for anticipated and appropriate openings.

Highly Advantageous	Proposer is certified with the Commonwealth of MA as a Registered Apprenticeship or Pre-Apprenticeship sponsor and/or has 10 or more employer partner connections.
Advantageous	Proposer is certified with the Commonwealth of MA as a Registered Apprenticeship or Pre-Apprenticeship sponsor and/or has five (5) or more employer partner connections.
Not Advantageous	Proposer is not certified with the Commonwealth of MA as a Registered Apprenticeship or Pre-Apprenticeship sponsor and has 3-5 employer partner connections.
Unacceptable	Proposer is not certified with the Commonwealth of MA as a Registered Apprenticeship or Pre-Apprenticeship sponsor and has fewer than three (3) employer partner connections.

- H. Financial System: The respondent must have a financial system and structure capable of accounting for contracted funds. At minimum, the system must provide accurate, current, and complete financial information to meet the grant requirements for periodic financial reporting and accounting records and documentation to support and identify financial transactions.

Highly Advantageous	Proposer describes a financial system <i>highly likely</i> to provide accurate, current, and complete financial information to meet the grant requirements for periodic financial reporting and accounting records and documentation to support and identify financial transactions.
Advantageous	Proposer describes a financial system <i>likely</i> to provide accurate, current, and complete financial information to meet the grant requirements for periodic financial reporting and accounting records and documentation to support and identify financial transactions.
Not Advantageous	Proposer describes a financial system <i>not likely</i> to provide accurate, current, and complete financial information to meet the grant requirements for periodic financial reporting and accounting records and documentation to support and identify financial transactions.
Unacceptable	Proposer does not have a system cable of accounting for contracted funds.

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**Appendix C**  
**Contract Template**

**GRANT AGREEMENT FOR TRAINING AND EMPLOYMENT PROGRAM  
BY AND BETWEEN THE CITY OF WORCESTER AND**

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**This Agreement** entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **City of Worcester**, a Massachusetts municipal corporation located at 455 Main Street, Worcester, Massachusetts, 01608, acting through its Executive Office of Economic Development, MassHire Central Region Workforce Board (“MCRWB”), located at 554 Main Street, Suite 401, Worcester, Massachusetts, 01608, (“City”) and \_\_\_\_\_ a \_\_\_\_\_ with a principal place of business at \_\_\_\_\_ (“Subrecipient”). The City and Subrecipient may be jointly referred to as the “Parties” and singly as “Party”.

**WITNESSETH**

**WHEREAS**, the City has been awarded a grant from the U.S. Environmental Protection Agency (“Granting Authority”) under the Brownfields Job Training Cooperative Agreement program to fund training and employment programs for target audiences in the Central Massachusetts Workforce Investment Area;

**WHEREAS**, the MCRWB has selected a qualified Subrecipient to use grant funding to provide Brownfields Job Training pursuant to the grant;

**WHEREAS**, the City desires to enter into an agreement with the selected Subrecipient to provide Brownfields Job Training to program participants services in the Central MA Workforce Development Area (“WDA”); and

**WHEREAS**, 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. GRANT SERVICES.** Subrecipient shall perform and render the grant services hereinafter set forth in the terms and conditions of this Agreement and more specifically set forth in Exhibit A, Parties of Grant Services, attached hereto and incorporated by reference. Subrecipient shall further comply with all requirements of the Granting Authority to the extent applicable to its services pursuant to this Agreement, Subrecipient acknowledges receipt of the U.S. Environmental Protection Agency Cooperative Agreement dated April 28, 2025, between the City and the Granting Authority (“Grant Agreement”). Subrecipient further acknowledges

familiarity with federal, Massachusetts and local laws, as well as the requirements of the Granting Authority, applicable to Subrecipient's services under this Agreement.

**2. TERM.** This Agreement shall commence on \_\_\_\_\_ and shall terminate on \_\_\_\_\_. The term of this Agreement may be amended, extended or renewed only by duly signed written agreement of the Parties.

### **3. GRANT AMOUNT**

Subject to the terms and conditions set forth herein, the City agrees to provide Subrecipient with a grant in an amount not to exceed \$ \_\_\_\_\_ ("Grant Amount"). Payment to Subrecipient under this Agreement is expressly conditioned upon the availability of funding and the City's continued eligibility to receive such funding. Subrecipient shall not expend more than the amounts allocated for the certain expenditures, as set forth in Exhibit B, Line-Item Budget, attached hereto and incorporated by reference. Payments shall be made on a reimbursement basis.

Subrecipient shall not revise, adjust or modify the submitted budget in Exhibit B without a prior written amendment. Subrecipient shall expend all monies in accordance with the line items identified in Exhibit B. Requests for alterations of the budget allocation shall be submitted to the City prior to expenditure. The City shall pay Subrecipient only on the basis of written invoices or official documentation evidencing in complete detail the propriety of the charges, including the completion of training services described herein. Payments by the City of any portion of the Grant Amount shall be made within forty five (45) days after receipt of such invoice. Failure of Subrecipient to submit invoices within thirty (30) days of the activity shall relieve the City of any obligation to pay.

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 Subrecipient has been made for ineligible activities. Upon notice, Subrecipient shall reimburse the City for any and all expended funds that the City has classified as ineligible. In the event of termination or suspension of this Agreement, Subrecipient shall immediately reimburse and turnover to the City any and all funds not properly expended.

If Subrecipient is a Pell accredited or Pell eligible agency, Pell funds shall be expended prior to the expenditure of any funds under this Agreement. Subrecipient agrees to report within fifteen (15) days of receipt of any Pell award or notification it receives relating to this Agreement. The report shall include each participant's name and the amount received for each participant.

### **4. PROGRAM INCOME, REVERSION OF ASSETS AND BUDGET ADJUSTMENTS**

To the extent applicable, 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 recorded by Subrecipient and shall be added to the funds received by 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.

To the extent applicable, 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. Subrecipient shall establish and keep current an inventory of all non-expendable supplies and equipment purchased by funds provided under this Agreement.

## **5. TERMINATION:**

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 Subrecipient with funds under this Agreement shall, at the option of the City, become its property. Notwithstanding the above, 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 Subrecipient for the purpose of set-off until such time as the exact amount of damages to the City from 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 Subrecipient. In such event, all records, documents, assets, property and equipment, of any nature whatsoever or wheresoever situated, prepared or purchased by Subrecipient with funds under this Agreement shall, at the option of the City, become its property. Notwithstanding the above, 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 Subrecipient for the purpose of set-off until such time as the exact amount of damages to the City from Subrecipient is determined.

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



**6. COMPLIANCE WITH LAW.** Subrecipient shall comply with the requirements of the Granting Authority applicable to its services. Subrecipient shall further comply with any and all applicable federal, Massachusetts and local laws, rules, regulations, policies, directives, ordinances and guidelines related to this Agreement.

**7. PROCUREMENT.** To the extent applicable, Subrecipient certifies that its procurement procedures comply with 2 CFR Part 200, G.L. c. 30B, other applicable Massachusetts and federal laws and regulations. Without modifying the foregoing, 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. Subrecipient shall maintain a system for contract administration to ensure compliance with the requirements set forth in this Agreement.

**8. SUBCONTRACTORS.** 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 Subrecipient from its responsibility for the coordination and performance of all services or work furnished under this Agreement.

**9. CONFLICT OF INTEREST.** 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 any thing of value to any employee of the City in connection with this Agreement. Issues of conflict of interest shall be resolved according to 2 CFR Part 200 and G.L. c. 268A and it is the responsibility of Subrecipient to ensure that all conflict of interest requirements are adhered to.

## **10. RECORD KEEPING, AUDITS, AND REPORTING REQUIREMENTS**

To the extent applicable, Subrecipient shall maintain and provide the City with reasonable access to any and all records, files, documents, papers, books, accounts, and other materials related to this Agreement. To the full extent applicable to its services and the requirements of the Granting Authority, 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 Subrecipient's closeout. 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 Massachusetts 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 Subrecipient at all reasonable times to examine such records, including 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 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 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 the extent applicable, adhere to the audit provisions contained in 2 CFR Part 200. 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.** 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, Subrecipient's breach of any provision of this Agreement or any asserted negligent act, error, or omission of Subrecipient or its officers, agents

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. Subrecipient's obligations under this provision shall not terminate with the expiration or termination of this Agreement, but shall survive it.

**12. INSURANCE.** 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 per occurrence/\$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 by Subrecipient with funds under this Agreement.
- d. Automobile Liability/Combined Single Limit - \$1,000,000  
(all owned, scheduled, hired, and non-owned autos)

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.

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 of Worcester shall be named as an additional insured on said coverage and certificates. The Executive Director, MassHire Central Region Workforce Board, 554 Main Street, Suite 401, Worcester, MA 01608 shall be identified as a Certificate Holder.**

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.

Subrecipient's required insurance coverage set forth above shall not be construed as a limitation or waiver of any potential liability or satisfaction of Subrecipient's indemnification obligation.

To the extent applicable, employees of Subrecipient who handle money for Subrecipient or funds under this Agreement shall be bonded by a responsible bonding company authorized to do business in the Commonwealth of Massachusetts. Subrecipient shall further obtain and maintain a fidelity bond covering all employees in an amount not less than the Grant Amount under this Agreement.

**13. INDEPENDENT CONTRACTOR.** Subrecipient and its employees, agents and contractors are independent contractors and not employees of the City of Worcester.

**14. AMENDMENTS.** This Agreement may be amended or modified only by written instrument duly executed by the Parties. Notwithstanding the above, the City may, in its discretion, unilaterally amend this Agreement to conform with federal, state or local laws, regulations, orders, guidelines, policies required by a federal or state granting authority and available funding amounts. If such amendments result in a change in the funding, the Parties of Grant 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.

**15. ADVERTISING.**

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.

**16. 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 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.

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

**18. NOTICES.** Any formal notices necessary under this Agreement shall be given by certified mail, return receipt requested, and addressed to the City by its Chief Economic Development Officer, Executive Office of Economic Development, 455 Main Street, Worcester, Massachusetts 01608, Attention: Executive Director, MassHire Central Region Workforce Board Division, 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.

**19. COPYRIGHT.** To the extent applicable, 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

**20. DATA SECURITY.** For all protected and/or private personal data received or submitted by Subrecipient as a result of this Agreement, Subrecipient shall implement and maintain reasonable administrative, physical and technical safeguards to ensure the security (e.g., unauthorized access, use disclosure, alternative, loss or destruction) of such data under its control. Such safeguards shall include cyber security measures and physical security protections as required by applicable law and current industry standards, as well as policies and procedures

implementing and monitoring such measures. Any protected and private personal data required to be submitted by Subrecipient shall be transferred via encryption or similar secure means.

**21. SUCCESSORS AND ASSIGNS.** The City and 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. 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 Subrecipient has given, offered, or agreed to give any gift, contribution, or offer of employment to 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 Subrecipient,

(iii) that no person, corporation, or other entity, other than a *bona fide* full time employee of Subrecipient, has been retained or hired by Subrecipient to solicit for or in any way assist 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 Subrecipient; and

(iv) that Subrecipient, and any consultant to or subcontractor for 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. Subrecipient, and any consultant to or subcontractor for 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, Subrecipient and the head of the department recommending approval of this Agreement hereby certify the following under the pains and penalties of perjury:

- (i) Subrecipient shall at all times under this Agreement be free from the control and direction of the City as to the methods used to provide training services or otherwise perform the services required by the Agreement; and,

- (ii) Except for making reports, submitting materials, and responding to stipulations contained herein, Subrecipient shall perform the services required by this Agreement and that the City shall not provide Subrecipient with any office space or furniture, telecommunications, or franking privileges, or other administrative support services unless specifically identified in this Agreement, and,
- (iii) Subrecipient is customarily engaged in a business of the same nature as this Agreement and has disclosed, and the head of the department recommending approval of this Agreement has reviewed and accepted documentation provided by Subrecipient showing that it is a *bona fide* contractor who has performed Services of the same nature as provided for herein.

**23. APPLICABLE LAW.** The law of the Commonwealth of Massachusetts shall govern the validity, interpretation, construction, performance, and execution of this Agreement. Venue shall be in a court of competent jurisdiction located in the Commonwealth of Massachusetts.

## **24. ADDITIONAL REQUIREMENTS**

### **I. *Non-Discrimination and Equal Opportunity***

Subrecipient shall comply with Title VI and VII of the Civil Rights Act of 1964 and with 29 CFR Part 37, the nondiscrimination and equal opportunity provisions of Granting Authority, and further agrees that no person in the United States shall on the basis of race, color, religion, sex, sexual preference or identity, 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 of 1973, the Age Discrimination in Employment Act of 1972 and G.L. c. 151B.

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, sexual preference or identify, 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, sexual preference or identity, religion, disability, political affiliation or national origin.

**II. *Hatch Act.*** 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.*** Subrecipient shall adhere to the requirements of the Fair Labor Standards Act and ensure that any individual or entity receiving funding under this Agreement adheres to its requirements. 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. Subrecipient also agrees as follows:

a. 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. 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. 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. 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. 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, 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 employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized by this Agreement. 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.

g. No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.

IV. *Religious Activities.* 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.* 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, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 of 1988 (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. Subrecipient shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited by Subrecipient's workplace and specifying the actions that will be taken against an employee for a violation of such policy. Subrecipient shall also establish an ongoing drug free awareness program for its employees.

VII. *Debarment and Suspension.* By its execution of this Agreement, Subrecipient certifies that neither it nor any of its subcontractors are presently debarred, proposed for debarment, suspended, or declared ineligible for contract awards by the commonwealth under the provisions of G.L. c. 29, Section 29F, or any other applicable federal or state agency pursuant to applicable state, federal or local debarment provisions, or any rule or regulations promulgated thereunder.



Subrecipient shall immediately notify the City if it or any of its subcontractors become debarred or suspended, and acknowledges that such debarment shall constitute a material breach and entitle the City to terminate its contractual obligations with Subrecipient.

VIII. *Union Activities.* No Granting Authority funds under this Agreement shall be used to assist, promote or deter union organizing.

IX. *Certification of Signatories Authority.* Subrecipient represents and warrants that undersigned signatory is duly authorized to execute this Agreement and to bind Subrecipient hereto.

**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:

FOR THE SUBRECIPIENT:

\_\_\_\_\_  
Jeffrey Turgeon, Executive Director  
MassHire Central Region Workforce Board

\_\_\_\_\_  
Name:  
Title:  
UEI Number:\_\_\_\_\_

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
Peter Dunn, Chief Development Officer  
Executive Office of Economic Development

APPROVED AS TO FORM:

CITY OF WORCESTER:

\_\_\_\_\_  
Karen A. Meyer  
Assistant City Solicitor

\_\_\_\_\_  
Eric D. Batista  
City Manager

Funds for this Agreement are available from **GRT-101648; AWD-10455**

\_\_\_\_\_  
Budget Analyst  
Department of Administration and Finance

**EXHIBIT A**  
**GRANT SERVICES**

Subrecipient shall

**EXHIBIT B**  
**LINE-ITEM BUDGET**

Payments to Subrecipient shall be made in accordance with the expenditure allocations as follows:

TAX CERTIFICATION

DATE: \_\_\_\_\_

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

Signature: \_\_\_\_\_

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

\_\_\_\_\_  
Company Name

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tel No. \_\_\_\_\_

\_\_\_\_\_  
SOCIAL SECURITY NUMBER  
OR  
FEDERAL IDENTIFICATION NUMBER

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of the \_\_\_\_\_ held on \_\_\_\_\_ Directors were present or waived  
(name of corporation) (date)  
notice 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:

\_\_\_\_\_  
[Signed]

\_\_\_\_\_  
[Company Name and Address]  
\_\_\_\_\_

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 \_\_\_\_\_, 2025, 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:

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Members of the \_\_\_\_\_ held on \_\_\_\_\_ at which all Members were present  
(name of LLC) (date)  
or waived notice it was voted that \_\_\_\_\_ of this company  
(officer and title)  
be and hereby is authorized to execute contracts and bonds in the name and behalf of said  
company, and affix its 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:

\_\_\_\_\_  
[Signed]

\_\_\_\_\_  
[Company Name and Address]

I hereby certify that I am the \_\_\_\_\_ of the \_\_\_\_\_  
(Title) (Name of LLC)  
that \_\_\_\_\_ is the duly elected \_\_\_\_\_  
(Name of Member) (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: \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS  
WORCESTER, SS.

On this \_\_\_\_ day of \_\_\_\_\_, 2025, 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:

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