

MassHire Franklin Hampshire Workforce Board

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Rebecca Bialecki

Executive Director

www.masshirefhwb.org

Request for Proposals

RFP # 2020-01

Career Center
Operations/Service
Provider

Issued: 11/2/20

Proposals Due: 1/11/21

4:00 P.M.

FY 2022

**July 1, 2021 to June 30,
2022**

Contract renewable through June 30th, 2025 pending satisfactory performance and funding availability.

**To Provide Career Center Operations/Services for Adults,
Dislocated Workers, & Youth for the Franklin Hampshire
Workforce Area, Utilizing Workforce Innovation and
Opportunity Act (WIOA) Funding**

**MassHire Franklin Hampshire Workforce Board
 Request for Proposal Number 2020-01: Career Center Operations & WIOA Adult,
 Dislocated Worker, and Youth Services**

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Acronyms

DCS	MA Department of Career Services
FH	Franklin Hampshire workforce region
FHWB	Franklin Hampshire Workforce Board
LEOs	Lead Elected Officials (for workforce region)
MOSES	Massachusetts One-Stop Employment System (the MIS/database for public employment services in MA)
MOU	Memorandum of Understanding
CC	Career Center
WDA	Workforce Development Area
WDB	Workforce Development Board (new WIOA terminology but same entity as FHWB))
WIOA	Workforce Innovation and Opportunity Act

MassHire Franklin Hampshire Workforce Board
Request for Proposal Number 2020-01: Career Center Operations & WIOA Adult, Dislocated Worker, & Youth Services

Funding: Workforce Innovation and Opportunity Act (WIOA) 2014
Service Area: Franklin and Hampshire Counties and the four North Quabbin towns of Athol, Royalston, Petersham, and Phillipston
Target Groups: Disadvantaged Adults, Dislocated Workers, and Youth

RFP Release Date: November 2, 2020
Bidders Conference: November 16, 2020
Mass Hire Franklin Hampshire WB
Via ZOOM – email info@masshirefhwb.org Second

Published Responses to written & Bidders Conference questions:

November 23, 2020

At www.masshirefhwb.org

Proposals Due:

January 11, 2021, by 4:00 p.m.

Recommendation to FHWB:

February 4, 2021

Award Notification Date:

February 8, 2021

Appeal Period If Needed:

February 8, 2021 – March 4, 2021

Anticipated Contract Start Date:

July 1, 2021

The dates above are subject to change.

Part I

Introduction

Purpose & Application Requirements

The Franklin Hampshire Workforce Board (FHWB) serving Franklin and Hampshire Counties and four North Quabbin towns are seeking proposals from experienced organizations to provide Workforce Innovation and Opportunity Act (WIOA) services to include career center operations/services to adults, dislocated workers, and youth within the fifty-community FH Workforce Development Area (WDA). The provision of these services is to be funded by WIOA, Title I, Public Law 113-128, which began July 1, 2015, and is authorized as workforce law at the federal level through September 2020.

All WIOA funded services must be delivered in accordance with WIOA rules and regulations, guidance from the US Department of Labor, the Commonwealth of Massachusetts, and policies

set forth by the Franklin Hampshire Workforce Board. Services must, at minimum, include WIOA and reference to related shared partner services, and must be delivered in an integrated model.

A copy of the WIOA regulations is available at <HTTPS://www.doleta.gov/WIOA/>

Workforce development organizations with or without previous experience as a contractor are encouraged to submit proposals. Proposals from organizations that can thoroughly demonstrate their knowledge and experience in addressing the needs of an area similar to Franklin Hampshire--in terms of demographic, economic, and other relevant factors--will be well-received. Services offered shall be delivered through a MassHire Career Center Delivery system that provides access to citizens across the FH WDA, while still maintaining a goal of operational efficiency and cost-effectiveness.

Disclaimer

The Workforce Innovation and Opportunity Act (WIOA) was signed into law on July 22, 2014, and implemented on July 1, 2015. This request for proposals, and bids submitted by proposers to this request, and any final contracts negotiated with the successful bidder as a result of this proposal is subject to final laws and regulations and may be changed at any time to come into compliance with those laws and regulations.

As the Franklin Hampshire Workforce Board continues to develop and refine its system, policies, and procedures, or regulatory changes occur from time to time, bidding organizations may be requested to modify program design or the delivery of services. Should a request for a change in program design or service occur, the staff of the FHWB will assist bidding organizations or service providers in the redesign to ensure consistency with Board policies and regulatory requirements.

Any significant changes made to this request for proposals will be posted on the FHWB website www.masshirefhwb.org

Eligible Contractor

The Lead Operator/Service Provider may:

1. Be a single entity (public, private, or non-profit) or part of a consortium of entities. A consortium of entities must include a minimum of three of the MA Core Program Partners: (WIOA Title I, Wagner Peyser/Employment Service, Adult Education, and Literacy; Vocational Rehabilitation (MRC/MCB); Senior Community Service Employment Program (SCSEP) and Temporary Assistance for Needy Families (TANF)) in addition to the Lead Operator/Service Provider. The FHWB will take the lead role in developing Memoranda of Understanding with these entities, but the bidder must reflect its degree of understanding and experience with these partners.

The types of entities that are eligible to be a Lead Operator/Service provider include:

1. An Institution of Higher Education;
2. An Employment Service State Agency established under Wagner Peyser;
3. A Community Based Organization, nonprofit organization, or workforce intermediary;
4. A private for-profit entity;
5. A Government Agency; (i.e.: Municipality)
6. A Local Board, with approval of Local Chief Elected Official and Governor;
7. Another interested organization or entity capable of carrying out the duties of the career center lead operator/service provider; may include but not limited to: Chambers of Commerce, Business Organizations or Labor Organizations;
8. Non-traditional public secondary schools such as a night school, adult school, or an area Career and Technical Education School.

NOTE: Elementary schools and Secondary Schools are **not** eligible to be selected as the Career Center Lead Operator/Service Provider.

Entities that are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency are not eligible to respond to this RFP or to receive a contract.

Respondents must disclose and rectify all outstanding monitoring and/or audit concerns from any of the respondent's other contracts before receiving a contract resulting from this RFP. Additionally, respondents must disclose any legal judgments, claims, arbitration proceedings, lawsuits, or other legal proceedings pending or outstanding (unresolved) against the organization, its owners, officers, or principals.

Respondents are expected to have the technical competence, knowledge, and expertise in management and administration, the professional staff, and the management systems to accomplish the scope of work and the goals and objectives stated in this RFP, and must meet high standards of public service and fiduciary responsibility. Respondents are responsible for being knowledgeable of all laws, regulations, rules, and policies of the specific funding sources involved and applying them in developing the RFP response.

Contact Information for Technical Assistance Questions:

The point of contact for information on this Request for Proposal is:

MassHire Franklin Hampshire Workforce Board
One Arch Place Suite 2
Greenfield, MA 01301
info@masshirefhw.org

During the proposal process, the email identified above is the contact for any inquiries or information relating to this RFP. All questions concerning this RFP, the application process, or

programmatic issues should be submitted by email to info@masshirefhw.org. The FHWB or staff cannot assist proposers with the actual preparation of their proposal. During the period of time between the publication date of the RFP and the deadline to submit technical RFP questions the FHWB will only respond to technical questions about the RFP submitted by email. All RFP technical assistance questions will be answered and posted on the FHWB website www.masshirefhw.org. All attendees of the **Bidders Conference** will be notified by email when bidders conference questions concerning RFP technical assistance are answered and posted on the website. No phone inquiries will be accepted.

Bidders Conference

The Bidders Conference will take place via ZOOM on **November 16, 2020 at 10:00 a.m.** **Email info@masshirefhw.org for the link.** The answers to technical questions raised in the Bidders Conference will be posted on the FHWB website by C.O.B. November 23, 2020.

Type of Contract

Proposers must propose a cost-reimbursement contract. A cost-reimbursement contract is one that establishes an estimate of total costs to obligate funds and a ceiling that the proposer may not exceed (except at contractor's risk) unless the awarding party agrees to amend the contract to provide additional funds. A line-item budget shall be based on all legitimate costs to be incurred by the proposer in carrying out the services. The proposer is reimbursed for actual expenses according to the approved line-item budget.

Contract Terms

The initial contract term is one year beginning July 1, 2021, and ending June 30, 2022. By March 2022, the FHWB may approve a one-year extension pending funding availability and contractor performance. The FHWB seeks a provider with whom it can annually renew this contract an additional three years, through June 30, 2025, pending satisfactory performance and funding availability.

Proposal Due Date and Format

All proposals must be submitted no later than **4:00 p.m. on January 11, 2021.** If you plan to drop off the proposal in-person, **please email info@masshirefhw.org in advance to make an appointment.**

The Proposal Narrative (see Part II of this RFP) should be no more than 25 pages in length, in 11 or 12 pt. font, and can be single-spaced. Shorter, succinct narratives are encouraged. The Budget should be submitted as a separate document.

One (1) original response of the Proposal Narrative and one (1) original response of the Budget to this RFP and three (3) paper copies of the narrative and selected attachments (see Submission Forms, Part III) and three (3) paper copies of the budget should be submitted, as well as one (1) electronic copy in .pdf and Excel format as appropriate via a USB flash drive. **The Proposal Narrative should be submitted in a separate sealed envelope from the Budget Proposal** and both clearly marked on the outside as **FHWB Career Center Operator/Provider: Proposal for Services to or Budget for Services to:**

**MassHire Franklin Hampshire Workforce Board
One Arch Place Suite 2
Greenfield MA 01301
Attention: Rebecca Bialecki, Executive Director**

Late proposals, regardless of delivery, will not be considered.

Estimated WIOA Funds Available for Contract: \$870,000

Explanation of Estimate of Funds Available for Contracting

Estimated FY21 WIOA Allocations: \$1,400,000

Disadvantaged Adult:	\$350,000
Dislocated Worker:	\$450,000
WIOA Youth:	\$600,000

The FHWB plans to bid out approximately \$350,000 of the WIOA Youth Allocation to a youth service provider in FY21. Bidders should also be aware that \$180,000 in WIOA, Career Center, or other workforce-system funds will be needed to support:

- core WIOA administration/program functions of the FHWB and
- financial oversight and management functions of the Lead Elected Officials' WIOA Administrative/Fiscal Entity.

This leaves an estimated \$870,000 for the Career Center Operator/Service Provider contract.

All amounts are estimates for planning purposes and are subject to change.

WIOA funds for Career Center Services may be supplemented by approximately \$396,000 in Federal Wagner Peyser allocations through the MA Division of Career Services and \$140,000 in MA Career Center funds. Wagner Peyser funds support business and general job-seekers services provided by state staff housed at the Career Center. The state funding is flexible

funding to fill in gaps in services and improve performance. These and other fund sources are not part of the procurement but do represent resources the Career Center Operator/Provider may be able to draw upon to provide comprehensive Career Center services, in addition to competitive grants and any resources provided by other workforce partners.

Resources for Potential Transition Between Vendors

Please note that, should a new center operator be chosen, the successful bidder is encouraged to plan access to non-awarded financial resources as the successful bidder may receive a reduced amount in the first year in order that the FHWB satisfy any remaining payouts for terminated staff, and/or terminating existing FHWB budget obligations such as rent/office space, utilities, telephones /communications, information technology support, cleaning, and printing costs, via a program, administrative or partner funds. Financial terms will be negotiated with the successful bidder including whether the bidder intends to utilize existing staff, space, equipment, IT, and/or other resources, supplies, etc.

Fiscal Entity

Regardless of which entity is selected to provide Career Center services/operations for the FH workforce region, the fiscal entity will remain the Franklin Hampshire Employment & Training Consortium (FHETC). FHETC is the administrative entity established by the Lead Elected Officials (LEOs) of the FH workforce region, (the Mayors of the City of Greenfield and the City of Northampton), to administer and manage on behalf of all 50 municipalities WIOA and related funding. FHETC has the state-certified financial management systems the state requires for any WIOA-related funding that flows through the region. Bidders should be aware that sufficient funds to staff and equip the administrative entity to perform its functions will need to be reserved in workforce allocations in any given year.

Right to Withdraw RFP

The FHWB reserves the right to withdraw all or any part of this RFP at any time without prior notice and to modify the RFP process and timeline as is deemed necessary.

Selection Process

Narrative proposals will be evaluated by members of an FHWB Review Committee. This committee will consist of representative FHWB members, staff, and partners with appropriate expertise to conduct such proposal evaluations. Names of the members of the

Review Committee will become public information. Budget Proposals will be evaluated separately by the Chief Procurement Officer in accordance with the Commonwealth of Massachusetts Office of the Inspector General Chapter 30B.

The proposal criteria provide a guideline for proposers and reviewers; however, the final decision for the contract award rests solely with the FHWB, with the agreement of the LEOs.

The Proposal Review Committee will meet to discuss the proposals and develop recommendations. Upon conclusion of the review process, the Proposal Review Committee will develop a recommendation in conjunction with the Chief Procurement Officer for the FHWB to review and select the proposer during the Board meeting scheduled for February 4, 2021. With the LEOs' agreement, the Board will empower the Executive Committee to authorize the fiscal agent to assist the FHWB in entering into contract negotiations.

General Procurement Statements and RFP Limitations

- 1) The FHWB is an Equal Opportunity Employer and encourages competition at all levels. Any interested and qualified proposer is encouraged to submit a bid.
- 2) Prospective proposers should inform the FHWB if the specifications or other proposal requirements are faulty, unnecessary, or inhibit competition. If the FHWB agrees with the proposer, an amendment will be issued.
- 3) All prospective proposers must adhere to the Office of Management and Budget (OMB) uniform circular requirements.
- 4) Bidders must comply with federal regulations and procurement policies relating to the calculation and use of profits as defined in the Uniform Guidance at 2CFR Chapter II, and other applicable regulations and policies.
- 5) Bidders must be able to certify that they are in "good standing" with the Commonwealth, i.e., that all tax liabilities have been met. The fastest and easiest way to obtain a Certificate is online through [MassTaxConnect](#).
- 6) All proposals in response to the RFP become the property of the FHWB. The proposals will not be available for public viewing until after a contract with the new service provider is finalized. All information not deemed **PROPRIETARY** and contained in bid responses will become open for public review once a contract is signed or all bids are rejected.
- 7) This Request for Proposals does not commit the FHWB to fund any proposals submitted before the execution of a contract.
- 8) The FHWB reserves the right to accept or reject any or all proposals received or to negotiate terms of the proposal with a qualified proposer.
- 9) The FHWB reserves the right to correct any error(s) and/or make changes to this solicitation as deemed necessary, and to cancel or reissue this RFP in part or its entirety.

- 10)** The FHWB reserves the right to contact any individual, agency, employer, or grantees listed in the proposal, to contact others who may have experience and/or knowledge of the proposer's relevant performance and/or qualifications.
- 11)** The FHWB reserves the right to conduct an on-site review of records, systems, procedures, including credit and criminal background checks, etc. of any entity selected for funding. This may occur either before or after the award of a contract. Misrepresentation of the proposer's ability to perform may result in cancellation.
- 12)** No contracts will be awarded as a result of this RFP without the approval of the FHWB and the Lead Elected Officials of the FH Workforce Area. The FHWB reserves the right to withdraw from negotiations at any time before a contract is executed.
- 13)** Funding availability is subject to change for subsequent program years. Subsequent contract amounts, if any, are subject to change from year to year based upon fluctuations in Federal awards. If funds awarded for a contract year are not fully expended by a contractor by the end of a contract year (June 30), unexpended funds may revert back to the FHWB for disposition and may or may not be available for subsequent, if any, contract year expenditures.
- 14)** Additional funds received by the FHWB may be contracted by expanding existing programs and contracts, or by consideration of proposals not initially funded under this RFP if such proposals were rated in the competitive range. These decisions shall be at the discretion of the FHWB.
- 15)** The FHWB may decide not to fund part or all of a proposal even though it is found to be in the competitive range if in the opinion of the FHWB, the services proposed are not needed, or the costs are higher than the FHWB finds reasonable, or if past management concerns lead the FHWB to believe that the proposer has undertaken more services than it can successfully handle.
- 16)** A contract with the selected proposer may be withheld, at the FHWB's sole discretion, if issues of contract or questions of Federal or State regulatory non-compliance, or questioned/disallowed costs exist, until such issues are satisfactorily resolved. The FHWB may withdraw the award of a contract if the resolution is not satisfactory to the FHWB.
- 17)** Reductions in the funding level of any contract resulting from this solicitation process may be considered during the contract period when a service provider fails to meet expenditure, customer, and/or outcome goals specified in the contract or when anticipated funding is not forthcoming from the federal or state governments.

Background

Highlights of the Workforce Innovation and Opportunity Act – July 22, 2014

The Workforce Innovation and Opportunity Act 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) will help job seekers and workers access employment, education, training, and support services to succeed in the labor market and match employers with skilled workers they need to compete in the global economy. When Congress passed WIOA in 2014, it was the first legislative reform of the public workforce system in more than 15 years. In doing so, Congress reaffirmed the role of the Career Center system, the cornerstone of the public workforce investment system, and brought together and enhanced several key employment, education, and training programs. Individuals in the FH WDA turn to these programs to obtain good jobs and a pathway to middle-class status.

Proposers are strongly encouraged to follow the Department of Labor’s WIOA resource page for WIOA information and latest updates: www.doleta.gov/wioa/

Overview of the MassHire Franklin Hampshire Workforce Board

The Franklin Hampshire Workforce Board has provided oversight for local workforce services under various names (FH Private Industry Council, FHREB, etc.) since 1983. Lead Elected Officials (LEOs) for the FH Workforce Development Area, acting on behalf of the fifty member communities, are the Mayors of the City of Greenfield and the City of Northampton, respectively, and work in partnership with the FHWB to set policy for the region. The Franklin Hampshire Workforce Board is appointed by the LEOs to serve as oversight and policy-making body for federally-funded employment and training programs and workforce development services in the Franklin Hampshire workforce area.

The Franklin Hampshire Workforce Board is currently a 24 member board comprised of business leaders, representatives from education, economic development, human services, labor, and community based organizations. The Board has professional staff in place to carry out the business of the Board, including business and community partnership development, strategic planning, pilot program development in priority industry areas, youth initiatives, and oversight of workforce development funding and services provided through the workforce system.

The Franklin Hampshire Workforce Board continually seeks to improve the workforce and the quality of life in the Franklin/Hampshire/North Quabbin region and to be the leader for workforce development services in the area.

The FranklinHampshire Workforce Board re-adopted the following Mission and Core Values Statements in its 2020-2025 Strategic Plan:

Mission: "To shape, nurture, and sustain a regional workforce development system that promotes the economic well-being of a diverse workforce and employer base."

Core Values:

LIFELONG LEARNING - Fostering continuous access to education and training opportunities for all helps individuals and businesses to thrive.

COLLABORATION - Intentional, deliberate cooperation among public and private sector partners leverages community assets and leads to innovative programs and efficient use of resources.

REGIONAL SOLUTIONS - Broad-based leadership and participation generate creative, strategic responses to employment needs that span our workforce investment area and have a powerful and lasting impact.

A synopsis of the FHWB Strategic Plan is available at www.masshirefhwb.org

Franklin Hampshire Workforce Board Roles and Responsibilities

The Board is responsible for the workforce development system throughout the FH WDA. This system must serve the needs of employers, job and training seekers, adults, and youth, with a special emphasis on job seekers with barriers to employment. The system must provide reliable and valid information so customers can make informed decisions about training and employment; connect customers to other service providers in the system and the community; help customers access diverse funding sources for training, and provide the quality job matching services for the job seekers and employers.

The Board has the responsibility to oversee and evaluate the Career Center system and business services integration throughout the local workforce development area. As such, the Board is committed to the highest quality services and achievement of performance standards through outstanding customer satisfaction and continuous improvement. WDB members and staff will be available to provide the successful proposer the guidance needed to achieve the highest level of performance combined with outstanding customer satisfaction.

For more information about the responsibilities of workforce boards, go to www.doleta.gov/wioa/

These roles and responsibilities may be refined and changed as the WIOA regulations and procedures are changed by the US Department of Labor. State policy and requirements are created and implemented throughout the State's workforce development system and local direction and procedures are adopted or revised by the Board.

The FHWB has 501(c)(3) designation and may solicit grants from other sources to address the needs in the region that may not be addressed the Workforce Innovation and Opportunity Act. The successful proposer will be required to collaborate with these grants as needed.

Important Considerations

All proposers shall consider:

- In the event a new Career Center location or locations are formed, the successful proposer must be willing to work with the Board to ensure that services to the community will not lapse substantially during the transition and excellence in services is maintained.
- The Franklin Hampshire Workforce Board reserves the right to cancel or modify this request for proposal or the scope of funding of an approved WIOA program to any extent necessary to ensure compliance with state and/or federal guidelines. This may occur at any time before/or during the implementation of the WIOA program for FY2022 or any applicable extensions. Therefore, all successful proposers must demonstrate the capability and agree, in advance, to modify their program design to comply with the new regulations and/or changes to available funds.
- The Franklin Hampshire Workforce Development Area is comprised of fifty communities over a 1400 square mile rural region with limited public transportation. Proposers must submit a plan which describes how they will afford some variety of access to employment services for citizens from all parts of the region.
- Enacted on November 7, 2002, the Jobs for Veterans Act of 2002 (Public Law 107-288) has the overall objective of “revising and improving employment, training and placement services furnished to veterans”. One provision of the Act requires workforce development programs funded in whole or in part by the US Department of Labor to provide priority of service to veterans and under certain circumstances, spouses of veterans. The Workforce Innovation and Opportunity Act of 2014 and Wagner-Peyser (among other program partners) are subject to this law.
- Interview Rights to Jobs Created: Should the Career Center Operator/Provider change as a result of this procurement, the Board intends to create as little disruption as possible for staff and customers. The successful proposer for WIOA Career Center Operator must agree to interview all incumbent WIOA/local program operations staff who apply for employment with the new provider. Incumbent staff will be granted consideration for experience in lieu of education requirements for any position for which they are otherwise qualified. In the event of a transition and a reduction of non-state staff, the FHWB shall carefully oversee the process to ensure that there is no loss of service or reduction of quality. The FHWB will expect to see a good faith effort made by the proposer to hire staff that may be dislocated by a change in Career Center operator, as well as a good faith effort to hire individuals from the FHWB workforce region.

- Any proposer with whom the Workforce Development Board (WDB) executes a contract for the provision of the services described in this Request for Proposals shall be a sub-recipient pursuant to applicable federal laws and regulations and shall be required to comply with 2 CFR Part 200, the Code of Federal Regulations - Uniform Guidance, as well as the Workforce Innovation and Opportunity Act and all other applicable federal and state laws and regulations.
- Selected service providers will be expected to continue services with currently enrolled adult/dislocated worker/youth participants under WIOA. Guidance will be forthcoming regarding transition procedures for currently enrolled participants.

Career Center Operator and MA Career Center Standards

Under WIOA, the Franklin Hampshire Workforce Board with the agreement of the Mayors must procure a Career Center Operator/Provider of WIOA Services every four years. Designation for a four-year period will help to ensure a consistent level of quality in the services provided in the FHWB region. The Board will utilize criteria and quality standards to hold Operators accountable for career centers operations they oversee.

The Franklin Hampshire Workforce Board strives to establish a quality-driven, comprehensive system of workforce development services that benefit all individuals in the region who wish to take advantage of them. This can be accomplished through a systemic approach in the development of career center operator quality standards and measures of excellence that can be flexibly applied.

The FHWB will have a written agreement in place with the Career Center operator. The written agreement provides a basis for accountability, clarity of roles and responsibilities, and promotes the inclusion of partners and integration of services. Consistent with the principles of universal access, customer choice, increased accountability, and strong private sector involvement the designation process will also advance quality improvement methods, customer satisfaction measures, and staff development.

In accordance with statewide standards developed by the MA Department of Career Services in collaboration with the sixteen workforce boards in Massachusetts, Career Center **Operator Quality Standards** include but are not limited to:

1. Cost-Effectiveness
2. Integrated Services
3. Performance Measurement
4. Demand-Driven Philosophy
5. Maximizing Access for Jobseekers and Business
6. Effective leadership and management

Sample Criteria and Metrics for meeting these standards are contained in the Informational Attachments. Your answers to the questions in Part II. (Proposal Narrative) should reflect an awareness of and responsiveness to these standards.

FHWB Labor Market Information

Labor market information for the FHWB can be found in the Labor Market section of the FHWB website at www.massirefhwb.org

Career Centers

The Masshire Career Center system brings together a wide variety of Federal, State, and local program partners to integrate the provision of their services and provides a full range of assistance to job seekers and employers all under one roof.

The following is only a sampling of the many services Career Centers provide:

- Job-search and job-placement assistance
- Free access to computers, internet, fax machines, and printers for job search purposes
- Access to job listings
- Labor market information
- Comprehensive assessment of job skills, abilities, aptitudes, and needs for eligible customers
- Career counseling
- Workshops on topics such as developing resumes, job search skills, interviewing skills, etc.
- Case management
- Pre-vocational services
- Information on Unemployment Insurance
- Referrals to training, education, and related supportive services
- Outreach and recruitment for business
- Employer Services

Services are driven by business priority and job seeker need and focus on staff-guided customer choice. Staff-guided customer choice requires that staff be well-informed and up-to-date on priority industry areas identified by the FHWB and play a strong role in guiding job seekers toward training the FHWB has designed or strongly supports to meet that employer demand.

The FHWB has one full-service Career Center—in Greenfield—and preferably satellite offices with part-time hours in Orange and Northampton. Currently, services are offered virtually due to

the COVID-19 pandemic, but in-person services are expected to resume in each of these locations as soon as feasible.

Franklin Hampshire Career Center
One Arch Place Suite 2
Greenfield, MA 01301

Bidders can propose to keep this structure or propose an alternative delivery system, keeping in mind the goal of the FHWB and its LEOs to offer services through a Career Center Delivery system that provides access to citizens across the FH WDA, while still maintaining a goal of operational efficiency and cost-effectiveness.

Career Pathways

Under WIOA, the FHWB in coordination with service providers and partners will continue to lead efforts in the area to develop and implement career pathways by aligning the employment, training, education, and supportive services that are needed by adults and dislocated workers to gain employment and pursue advancement. Initiatives have been developed to identify the needs of businesses within identified sectors and occupations. Efforts include enhancing communication, coordination, and collaboration among employers, educational partners, economic development entities, and service providers to develop and implement strategies for aligning the needs of business and workers.

WIOA Sec. 3 (7) describes Career Pathway – The term “career pathway” means a combination of rigorous and high-quality education, training, and other services that:

- a. Aligns with the skill needs of industries in the economy of the state or regional economy involved;
- b. Prepares an individual to be successful in any of a full range of secondary or post-secondary education options;
- c. Includes counseling to support an individual in achieving the individual’s education and career goals;
- d. Includes, as appropriate, education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
- e. Organizes education, training, and other services to meet the particular needs of an individual in a manner that accelerates the educational and career advancement of the individual to the extent practicable;
- f. Enables an individual to attain a secondary school diploma or its recognized equivalent, and at least one recognized postsecondary credential; and
- g. Helps an individual enter or advance within a specific occupation or occupational cluster.

Mandated Partners

Under WIOA, and/or included in the Massachusetts Combined State Plan, are the following required MassHire Career Center delivery system partners (Section 121 (b)(1):

- WIOA Title I Adult, Dislocated Workers, & Youth Programs (Core Partner)
- WIOA Title II Adult Education and Literacy programs (Core Partner)
- WIOA Title III Wagner-Peyser Employment Services (Core Partner)
- WIOA Title IV Vocational Rehabilitation Programs Act programs (Core Partner), including the MA Rehabilitation Commission and the MA Commission for the Blind;
- WIOA Title V Older Americans Act, as represented by the Senior Employment Community Services Program (SCSEP) services in the region (Core Partner)
- The MA Department of Unemployment Assistance (Core Partner)
- The MA Department of Transitional Assistance (Core Partner)

Note: Core programs will have to measure effectiveness in serving employers and will report on common performance indicators which includes how many job seekers entered and retained employment, their median wages, whether they attained credentials and their measurable skill gains.

Proposers to this RFP will need to adhere to the general expectation that the outreach and recruitment functions associated with the delivery of any activities being proposed will need to be coordinated with mandatory partners as outlined in WIOA.

Scope of Work

The FHWB is seeking service providers that employ vision, innovation, accountability, and efficient and effective utilization of resources in workforce development programming with customers. In the interest of establishing a seamless delivery of services for all prospective customers and in keeping with both the spirit of the WIOA legislation as it pertains to the participation of all mandatory partner agencies and programs, all partners must operate in the most effective and integrated manner as possible.

Proposers will be expected to deliver WIOA services within the context of a unified workforce system where Career Center/s serves as a hub for workforce efforts within their community, offering services to both job seekers and employers.

WIOA-funded staff will work within an integrated Career Center Team to coordinate and deliver all aspects of career services including greeting customers, intensive career advising, identifying fund sources for training, workshop organization, hiring events, and other center services including WIOA-funded business services. All staff should be fully cross-trained to fulfill any “career services” role within a center dependent on need and traffic flow.

Proposers are expected to assist in workforce system-building activities with FHWB partners, the education community, and other organizations. Activities should include, but are not limited to, partnerships with schools and colleges to provide workforce information and resources, assisting with career fairs, hosting workshops, and support of Career Pathways. Proposals should incorporate activities that demonstrate the proposer’s ability to successfully engage and contribute to the development of the local workforce system.

At the time of issuance of this RFP, the Franklin Hampshire Career Center has been obliged due to the constraints of the COVID-19 pandemic to deliver its services virtually. Respondents to this RFP should be able to confirm their capacity to perform this Scope of Work in-person as well as through remote services.

Career Center Operations

WIOA requires workforce boards to procure the operator of career centers. The primary role of the Career Center Operator is to ensure that services provided through the centers meet the needs of customers (business and job seeker) efficiently and effectively. It is critical that career center operations are unified with the delivery of WIOA services, including WIOA-mandated and non-mandated partner organizations, for the sake of all interested job seekers and businesses. In addition, the Career Center Operator provides management and coordination of the partnership of agencies that comprises the Career Center system.

The primary goal for the Workforce Development Board is to create a seamless system of partners among workforce development, economic development, business, and community agencies in order to meet the needs of businesses and job seekers in the FHWB region. The Operator will work closely with the Board and staff to effectively implement an integrated workforce system for businesses and job seekers.

- The Operator shall ensure that Career Center/s deliver quality and timely career services daily;
- The Operator shall ensure that Career Center/s provide information and access to training services;
- The Operator shall ensure that Career Center/s provide information and access to programs and activities carried out by FHWB partners as described in the Memorandum of Understanding between the local FHWB and the local elected officials;
- The Operator shall provide coordination and access to the labor market data, information, and analysis and all job search, placement, recruitment, and other labor exchange services authorized by Wagner-Peyser which are mandated to co-locate within the FH Career Center; and
- The Operator shall ensure that all center services and outreach materials are compliant with the Americans with Disabilities Act (ADA) and Equal Opportunity (EO) guidelines.

It is expected that the successful proposer will work in close partnership with the FHWB staff to provide guidance and leadership to the FHWB system to achieve the following outcomes:

- Deliver a high-quality, consistent set of services to job seekers and business customers;
- Ensure a mix of services that allow the system to serve a diverse customer base;
- Coordinate services and funding to support customer access to and success in postsecondary education;
- Support job seekers and workers to progress toward economic self-sufficiency;
- Promote business- and industry-sector and employer-driven skilled development strategies;
- Maintain and consistently improve the integration of services and service providers within FHWB; and
- Ensure high levels of accountability, cost-efficiency, and innovation to maximize resources and customer satisfaction.

The Operator is responsible for implementing and managing the workforce system under policies and guidelines established by the FHWB; the Lead Elected Officials, the MA Department of Career Services (DCS), and the federal government. The Operator is responsible for coordinating with the FHWB to ensure system-wide standards are achieved and utilize continuous quality improvement assessment tools to document positive change and to systemize standards and their usage across the system.

The Operator is responsible for promoting and facilitating the integration of service delivery in the system. Examples of services to be provided under this work component include the following:

- Coordination and improvement of career services;
- Coordinating with local rapid response teams and activities;
- Assisting in the marketing of the FH Career Centers;
- Coordinating communication between functional teams and offices;
- Coordination of resource room, staffing schedules, and regular staff meetings;
- Coordinating staff competency training; and
- Coordinating and integrating business services among partners.

The Operator shall be required to support the professional development of its full or partially funded staff through attendance at DCS-related professional development training opportunities and DCS-announced service provider meetings.

Clarifying Partner Expectations

The Career Center Operator selected through this procurement will coordinate the services offered by the required and additional workforce partners according to the requirements of WIOA.

Each Career Center is expected to hold or participate in partner meetings regularly to encourage communication among partners, leverage resources, discuss the effectiveness of the Career Centers, and create strategies to more effectively serve all customers.

The One-Stop Operator in conjunction with FHWB staff will be expected to negotiate with the partners to develop and maintain resource sharing agreements. Each resource sharing agreement will detail the following:

1. Services provided and coordinated through the workforce system;
2. Funding for shared services and infrastructure costs; and
3. Referral methods between partners and the Career Center operator(s).

Partners will make a commitment to support the following:

- A strong coordinated approach designed to serve the customer, simplifying bureaucratic systems;
- Bringing funded and in-kind resources;
- Providing staff to be supervised (functionally) by the managing entity or providing an electronic linkage in lieu of a staff presence;
- Sharing in the cost of Career Center operations (as agreed);
- Sharing in the goals and operation of the Career Center;

- and supporting the Career Center mission, goals, and business plan.

Career Services for Job Seekers

The new WIOA legislation changes to service delivery make the previous sequence of the core, intensive and training services obsolete. Instead, Career and Training services are provided through the Career Centers.

Career Services are described as:

- Eligibility Determination for funding and services
- Outreach, intake, and orientation to the information and other services available through the Career Centers;
- Initial assessment of skill levels (including literacy, numeracy, and English language proficiency), aptitudes, abilities (including skills gaps), and supportive service needs;
- Job search and placement assistance and, in appropriate cases, career counseling, including information on in-demand industry sectors and occupations and nontraditional employment; appropriate recruitment and other business services on behalf of employers;
- Referrals to and coordination of activities with partner programs and services;
- Workforce and labor market employment statistics information, which includes job vacancy listings, job skills necessary for job openings; and information on local occupations in demand and the earnings, skill requirements, and opportunities for advancement within those career pathways;
- Direction on use of the Career Center website, Mass Jobquest, MassCIS, and other on-line resources to help with career guidance, labor market information, and training guidance
- Performance information and program cost information on eligible providers of training;
- Information in formats that are usable by and understandable to customers regarding how the local area is performing on the local performance accountability measures;
- Information in formats that are usable by and understandable to customers relating to the availability of supportive services or assistance provided by partners;
- Referrals to supportive services or other needed assistance;
- Information and assistance regarding filing claims for unemployment assistance;
- Information and assistance regarding establishing eligibility for financial aid assistance for training and education programs.

Other career services that may be needed for eligible customers to obtain or retain employment consist of:

- Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include diagnostic testing and use of other assessment tools and in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals
- Development of an individual employment plan, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve the employment goals, including providing information on eligible providers of training services and career pathways to attain career objectives;
- Group counseling;
- Individual counseling;
- Career planning;
- Short-term prevocational services, including the development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct to prepare individuals for unsubsidized training;
- Internships and work experiences that are linked to careers;
- Workforce preparation activities;
- Financial literacy;
- Out-of-area job search assistance and relocation assistance;
- Referral to English language acquisition and integrated education and training programs; and
- Follow-up services, including counseling regarding the workplace for customers in WIOA activities authorized under this subtitle who are placed in unsubsidized employment for not less than 12 months after the first day of the employment as appropriate.

Each customer should receive an orientation of available services, including all partner services and any other pertinent resources to ensure a successful return to employment. The orientation shall include a complete overview of the processes and procedures for gaining maximum benefits from engagement with the Career Center. Orientations can be conducted in individual or group settings, depending on demand and the need for center efficiency. Group orientations may be center or program-specific and shall be included in a master calendar and published every month for the public through the Career Center website (currently www.fhcc-onestop.com).

WIOA consistently emphasizes the need for services targeted to persons with disabilities and individuals with barriers to employment, including individuals who receive public assistance or are otherwise low income and/or basic skills deficient. Outreach, marketing efforts, and services shall include efforts to encourage the use of the workforce system to groups that need employment and training services to become more skilled and employable in the path to financial self-sufficiency.

WIOA Sec. 3 (24) defines an “individual with a barrier to employment” as a member of one or more of the following populations:

- a. Displaced Homemakers
- b. Low-Income Individuals
- c. Indians, Alaska Natives, and Native Hawaiians, as such terms are defined in Section 166
- d. Individuals with disabilities, including youth who are individuals with disabilities
- e. Older individuals
- f. Ex-Offenders
- g. Homeless Individuals (as defined in Section 41403(6) of the Violence against Women Act of 1994 (42 U.S.C. 14043e-2(6), or homeless children and youths (as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)).
- h. Youth who are in or have aged out of the foster care system
- i. Individuals who are English language learners and individuals who have low levels of literacy, and individuals facing substantial cultural barriers
- j. Eligible migrant and seasonal farmworkers, as defined in Section 167(i)
- k. Individuals within 2 years of exhausting lifetime eligibility under Part A of Title IV of the Social Security Act (42 U.S.C. 601 et seq.)
- l. Single parents (including single pregnant women)
- m. Long term unemployed individuals
- n. Such other groups as the Governor involved determines to have barriers to employment

Training Services

Upon completion of orientation and assessments, customers may be deemed appropriate for training services if the customer is unlikely to obtain or retain self-sufficient employment. Training programs should focus on in-demand industry sectors or occupations in demand in the area or an area where the customer is willing to relocate.

Occupational skills training should be provided through individual training accounts from an approved training provider. All customers interested in receiving postsecondary education/training in an institution of higher education must apply for a Pell Grant, and if awarded, the Pell Grant funds are to be applied to the cost of training before use of WIOA funding.

Training Services are described as:

- Occupational skills training, including training for nontraditional employment;
- On-the-job training;
- Incumbent worker training (as authorized by the Board);
- Programs that combine workplace training with related instruction, which may include cooperative education programs;
- Training programs operated by the private sector;
- Skill upgrading and retraining;

- Entrepreneurial training where it is likely to result in a job and income that meets WIOA goals within the required time period
- Transitional jobs;
- Job readiness training provided in combination with other training services such as occupational skills training;
- Adult education and literacy activities including activities of English language acquisition and integrated education and training programs provided concurrently or in combination with other training services and
- Customized training is conducted with a commitment by an employer or group of employees to employ an individual upon successful completion of the training.

All customers who receive training services must be determined eligible for WIOA funding.

Regional policy will be developed regarding determining the eligibility of training services based on the priority of service in WIOA.

Selected service providers will be expected to continue services with currently enrolled adult/dislocated worker/youth participants under WIOA. Guidance will be forthcoming regarding transition procedures for currently enrolled participants.

Program Requirements

Eligibility Verification/Validation/Documentation:

The selected proposer will be required to provide all aspects of documentation and tracking of services. The proposer will need to ensure that each customer is eligible to receive WIOA-funded services before obligating or paying any expenses on a customer's behalf. The proposer shall be responsible for determining, verifying, and certifying WIOA eligibility for each adult or dislocated worker customer by obtaining acceptable records/documents to verify each required eligibility item. Verification documents and other necessary paperwork must be maintained to the greatest extent possible by the Career Center. Validation requirements remain the same as for FY 2021.

Documentation of services, referrals, progress, activities, and follow-up will be entered into MOSES, the MA Management Information System for Workforce Development Services. Documentation should provide information related to successes and barriers related to the completion of the service plan along with potential next steps of services.

Assessments:

Assessment involves gathering information, appraising, analyzing, and using it to assist participants. Assessments of the skill levels and service needs of adults and dislocated workers may include diagnostic testing and use of other assessment tools, and in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals. The goal of an assessment is to identify skills, strengths, and deficiencies, and attitudes relating to vocational training, basic education, and employment. Assessments may be used for career discovery and

specific job applications. It forms the basis for career services by measuring academic development, workplace skills, interests, job seeking and retention skills, financial situation, work readiness, employment, and family barriers, and ability to learn to do work tasks.

A thorough assessment of a customer should identify whether or not a customer has:

- Adequate basic education, skills, and work background for their choice of WIOA services or employment opportunities.
- Required occupational tasks and any skills the participants must develop to achieve their employment goals.
- Realistic job-seeking skills and work maturity (attitude) to get and keep a job.
- Sources of additional support needed for success and the agencies that can provide this support.

The selected proposer shall provide assessment services including assessment of basic skills, abilities, interests, evaluation of work history, evaluation of support service needs, and other assessment instruments that might be of value in assisting the customer. All assessment processes and tools must be approved by the MA Department of Career Services and the FHWB before implementation and must be applied consistently and equitably. The Proposer will select appropriate assessment tools to use.

Individual Employment Plans:

Each adult/dislocated worker customer enrolled into WIOA services will have an individualized employment plan (IEP) to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the customer to achieve the employment goals, including providing information on eligible providers of training services, and career pathways to attain career objectives. Employment plans should be flexible and responsive to the individual needs of each customer as they move through needed career services and/or training services, keeping in mind that employment is the ultimate goal for all customers. The IEP should be reviewed and updated as needed. Each plan will identify educational goals, pre-employment steps, selected learning objectives, training, and work-based learning (when provided) and any other preparation for unsubsidized employment. The plan will set clear and realistic goals for educational advancement, entry into employment in a targeted industry, and any continued learning and development, as needed.

Case Management:

Case management is the provision of a customer-centered approach in the delivery of services, designed to:

- prepare and coordinate comprehensive employment plans, such as service strategies, for participants to ensure access to necessary WIOA activities and supportive services, using, where feasible, computer-based technologies; and
- provide job and career counseling during program participation and after job

placement.

The selected proposer will be required to provide experienced Case Managers to meet the needs of the active and follow-up WIOA customer caseload. Case Management should be provided to ensure all customers are successful.

Case Management strategies should include, but are not limited to:

- Regularly scheduled contact must be maintained with all customers. The frequency of the contact is based on an assessment of the customer's needs as they move through the process. At a minimum, monthly contact must be made with each customer. More frequent contact may be needed in certain circumstances and encouraged.
- Use of the IEP benchmarks to measure progress such as increasing TABE, Work Keys, or College entrance exam scores, finding unsubsidized employment, attaining occupational and work readiness skills, attaining a high school diploma, or HiSET, occupational license, certificate, or degree, etc.
- Support and intervention in times of crisis, assistance in the development and implementation of a crisis plan.
- Monthly case notes entered into MOSES (the state performance management system for Career Center services) in a timely manner. Case note summaries should detail contacts per customer, missed appointments, and attempts to contact the customer, career services provided to the customer, progress, barriers, interventions, and successes of the customer, etc.
- Provision of linkages, referrals, coordination of services, and resources that support the achievement of customers' individualized goals (IEP).
- Collaboration with other service providers, training providers, businesses, and community agencies.
- Building soft skills and job retention skills in each participant is an FHQB priority.
- Follow-up services will be provided to all customers.

Case Managers should have a detailed and working knowledge of other community services, community resources, and cultivate a wide network of contacts. Where progress is slow or in reverse, case managers should be pro-active in identifying the problem and solving it before the participant quits without achieving a recordable positive outcome.

Employment and Training Services:

WIOA legislation speaks to the **priority of services** relative to the provision of employment and training services. As referenced in the WIOA legislation "priority shall be given to recipients of public assistance, other low-income individuals, and customers who are basic skills deficient for receipt of career services, and training services."

Performance Measures:

All eligible adults/dislocated/youth workers who receive WIOA services and exit services during FY2018 will be measured against USDOL Common Measures for Adults and Dislocated Workers.

The FHWB may also request locally tracked outcomes and set local measures.

Career Center Youth Services

WIOA Youth services are competitively procured by the FHWB through a youth service vendor, currently on a bi-annual basis and by calendar year. In FY22, an RFP process will already be underway for CY2022 for WIOA Youth Services, renewable for at least one additional year, through December 2023.

It is currently the responsibility of the selected Career Center Operator to oversee, monitor, and provide guidance and assistance in successfully implementing that contract. Such assistance is described as "WIOA Youth Framework Services" and currently includes youth eligibility record-keeping and MOSES data entry for enrolled youth. In addition, the Career Center Operator ensures that contracted WIOA Youth Services are well-integrated into Career Center services, that mandated partners and the general public know about these services, and that the process for referring and enrolling youth into these services is clear and transparent. In addition, the CC Operator should ensure that WIOA Youth Services are well-coordinated with other youth programming available through the Career Center, the FHWB, and community partners. The Career Center Operator must have a representative on the FHWB's Youth Career Connections Council and must ensure adequate participation on the Council by WIOA Youth vendor staff.

Career Center Employer Services

Serving the needs of employers is a principle focus for WIOA and the FHWB, as employers are a primary customer with the continuing need of finding and hiring candidates. Career Center Business Services are primarily funded by federal Wagner Peyser Employment Service funds allocated through the state. However, the Career Center Operator/Service Provider will oversee these services and act as the functional on-site supervisor for Wagner Peyser staff, including the Operations Manager and Business Service Team. Moreover, the Career Center Operator must ensure that WIOA staff interact and coordinate with Business Service staff so that job seekers fully benefit from the time and resources dedicated to Business Services. The business service delivery system will be highly coordinated to avoid confusion by the business community and improve the quality of every business service. Employer service staff play a major role in understanding the needs of employers and in communicating those needs to WIOA staff and the broader workforce system.

WIOA emphasizes Sector Partnerships as a key method to engage businesses in the design of workforce services, including education available through public schools, colleges, and universities with the goal that education agencies and career centers understand and deliver training, education, credentials, and guidance to provide defined Career Pathways into targeted industry sectors. These sectors must also be aligned with economic and business development

efforts to maximize effectiveness. WIOA and Business Service staff are expected to contribute to efforts in developing and supporting these Sector Partnership efforts.

The successful proposer will be responsible for coordinating the delivery of the following employer services with partner staff:

- Interviewing activities held at the FH Career Center;
- Access to the labor market and related information through the FHCC website.
- Information regarding workplace accommodations for persons with disabilities;
- Information and referral to business start-up, retention, and expansion services;
- Information and referral to sources for developing customized training programs;
- Information on career preparation activities and career pathways;
- Information, development, and coordination of work-based learning opportunities including: Work Experiences, On-The-Job Training contracts, and apprenticeships.
- Information and development of incumbent worker training;
- State and/or federally generated information on tax credits for new hires;
- State and/or federal program information on federal bonding;
- Access to information and services through the FH Career Center and online;
- Avenues to place job openings.
- Referrals of well-qualified FHCC customers;
- Staff-assisted employee pre-screening;
- Basic job matching of résumés and applications;
- Preliminary basic skills and other assessments;
- Industry-specific job fairs;
- Individual and group recruitments;
- Relevant business seminars and information sessions;
- Development and coordination of job orders;
- Coordination with Rapid Response activities;
- Identification of needs and solutions;
- Coordination with other business-serving organizations;
- Keying of business services in the MOSES system; and
- Other FHWB approved business services, as applicable.

Certain services may be offered for a fee to businesses. Services that may be offered include the following:

- Employee background checks;
- Applicant pre-interview;
- Screening, drug testing;
- In-depth assessment and testing of potential candidates;
- Locating and procuring sites for the interviewing process;
- Business-specific job fairs; and
- Outreach and marketing services for small businesses and entrepreneurs.

The FHWB must approve all fee-based services. All revenue generated from fee-based services must be handled in accordance with WIOA regulations and the appropriate federal circulars regarding program income. The service provider may not charge for services already funded by WIOA or Wagner Peysers.

Rapid Response Services: Rapid Response Services, as mandated by USDOL, are services delivered to businesses and employees of companies that are experiencing downsizing through layoffs or closure and may have also been impacted by a Worker Adjustment & Retraining Notification (WARN) issued by the Commonwealth of Massachusetts. The selected WIOA proposer will be expected to assist in coordinating with these outreach teams, members of which are currently co-located in the FH Career Center.

Career Center Reporting

Monthly and Quarterly Reports

It is expected that routine monthly and quarterly written programmatic reports will be developed to include WIOA Common Measures, career services, career center traffic, business services, caseload management, and other key performance indicators.

Financial Reports

Financial reports and invoices for reimbursement will be prepared and submitted to the FHWB office and Fiscal Entity on a regular basis. Details will be articulated in the agreement with the selected Service Provider and the executed contract. They will include the following:

- Monthly or Quarterly Invoices by fund source to include budget amounts by line item, expenditures by line item, year to date expenses by line item, and accrued expenses.
- Summary and detailed accounting reports by fund source generated from your organization's general ledger that matches the invoices submitted for reimbursement.

Performance Measures

In addition to serving a proposed number of job seekers each year, the achievement of measurable Performance Outcomes is a critical expectation of the WIOA Adult, Dislocated Worker, and Youth Work Development Service Providers, who are accountable for the 15 WIOA measures listed below. A 16th measure, a WIOA measure for "Effectiveness in Serving Employers," is in development.

Adult	Dislocated Worker	Youth
<ul style="list-style-type: none"> • Employment Rate (2nd quarter after exit) • Employment Rate (4th quarter after exit) • Median Earnings (2nd quarter after exit) • Credential Rate (within 1 year after exit) • Measurable Skills Gain (real-time measure) 	<ul style="list-style-type: none"> • Employment Rate (2nd quarter after exit) • Employment Rate (4th quarter after exit) • Median Earnings (2nd quarter after exit) • Credential Rate (within 1 year after exit) • Measurable Skills Gain (real-time measure) 	<ul style="list-style-type: none"> • Placement in Employment, Education or Training (2nd quarter after exit) • Credential Rate (within 1 year after exit) • Placement in Employment, Education, or Training (4th quarter after exit) • Median Earnings (2nd quarter after exit) • Measurable Skills Gain (real Time measure)

Career Center Operators are responsible for ensuring that WIOA service providers and all co-located partners are engaged in a continuous improvement process leading to the attainment of their annual service and performance goals, which will in turn lead to meeting federally-required Performance Outcome Measures. Operators are also required to conduct regular job seeker and employer satisfaction surveys, and to seek testimonials from One Stop users.

Below are the performance goals required of the current Career Center Operator in FY19 and the rate at which they achieved those goals. Each local workforce board is responsible for negotiating these goals with the State. The goals below are provided as information and as a baseline for the purpose of this request for proposals.

**Franklin Hampshire
FY19 Final WIOA Performance Measures**

Performance Measure	Goal	Actual	%of Goal
<u>Adult</u>			
Entered Employ. Rate	78%	80%	102%
Credentials	71%	91%	129%
6 Month Avg. Earning	\$5,200	\$6,887	132%
<u>Dislocated Worker</u>			
Entered Employ. Rate	85%	85%	100%
Credentials	60%	83%	139%
6 Month Avg. Earning	\$7,700	\$8,669	113%
<u>Youth</u>			
Entered Employ. Rate	73%	67%	91%
Credentials	66%	23%	35%
Measurable Skill Gain		35%	

Note: The U.S. Department of Labor defines meeting goals as 80% of the goal.

<https://www.mass.gov/service-details/fiscal-year-2019-ccpr>

The performance goals are subject to change.

Employment goals are measured using Unemployment Insurance Wage Records systems, and customer satisfaction goals are measured by sampling.

The proposer will be responsible for capturing all credentials and entering them into the state performance management system, MOSES, as well as in-program skills gains as required.

In the event that the State and/or the Franklin Hampshire Workforce Board sets additional goals to indicate the success of the system or centers, the successful proposer will be required to meet those goals and/or measures as well.

Fiscal and Administrative Management

While overall Fiscal and Administrative Management of WIOA funds will continue to be the responsibility of the Lead Elected Officials' dedicated Administrative Entity for WIOA Funds, the WIOA Career Center Operator/Service Provider must be fully cognizant of and in compliance with all relevant federal regulations.

A number of changes to the federal OMB circulars took place on December 19, 2014. New Uniform guidance was issued in 2 CFR Part 200 and 2 CFR Part 2900. The Employment and Training Administration issued TEGL 15-14 that gives guidance on this reform. In summary, 2 CFR 200 and 2 CFR 2900 replaces the following: A-103 & A-89, A-87, A-133 & A-50, A-110, A-21, A-110 and A-122.

Internal Financial Management:

All proposers are required to conduct internal financial management reviews. The purpose is to provide adequate internal controls and ensure compliance with the following areas related to WIOA funds and services:

- Provisions of the Workforce Investment and Opportunity Act and its regulations;
- Provisions of the WIOA Contract;
- Applicable state and workforce development board policies;
- Accepted financial management and accounting practices; and
- Compliance with 2 CFR 200

Internal financial management procedures shall be sufficient to prevent fraud and abuse. Internal financial management procedures must also ensure that auditable and otherwise adequate records are maintained which support all expenditures of WIOA funds and confirm adherence to policies regarding allowable costs and allocations of cost to proper cost categories. It is necessary to assure that accounting records are supported by source documentation for each transaction. In addition, records should be traceable to documentation and maintained in such a manner as to provide a complete and accurate audit trail during any internal or external examination.

If applicable, the proposer will provide a copy of the organization's Cost Allocation Plan. For-profit organizations will need to provide any proposed profit within the budget document.

Internal Program Management:

Contractors are required to establish internal program management procedures to assure compliance with contract requirements, delivery of high-quality services to eligible adults and dislocated workers, and achievement of planned outcomes. Internal program management procedures must also ensure that auditable and otherwise adequate records are maintained to support the eligibility of all WIOA customers and confirm adherence to specific requirements and time limitations.

Internal financial management procedures shall be sufficient to prevent fraud and abuse. Internal financial management procedures must also ensure that auditable and otherwise adequate records are maintained which support all expenditures of WIOA funds and confirm adherence to policies regarding allowable costs and allocations of cost to proper cost categories. The WIOA contractor shall document all internal financial compliance reviews.

Audit Submission:

As a recipient of WIOA funds, proposers must have an annual financial and compliance audit performed. The audits must be conducted in accordance with auditing standards set forth under the Single Audit Act Amendment of 1996 and revised OMB Circular A-133 at 29 CFR 95.26 for institutions of higher education, hospitals, and other non-profit organizations and 29 CFR 97.26 for units of state and local government. This requirement will be met by providing the FHWB with a copy of the annual audit according to OMB Circular A-133. For all for-profit businesses, proposers must have an annual financial and compliance audit performed under Generally Accepted Accounting Standards by an independent auditor. A copy of the audit will be forwarded to the FHWB. The audit should be submitted within 30 days after the completion of the audit, but no later than six months after the end of the audit period.

Monitoring Procedures:

In accordance with WIOA Contract Monitoring and Audit Procedures and the WIOA regulations (20 CFR, Part 652, et al and 20 CFR 667.410), WIOA contracted staff must cooperate with any monitoring, inspection, audit, or investigation of activities related to WIOA contracts. These activities may be conducted by the MA - DCS, USDOL, the FHWB, or their designated representatives. This cooperation includes access to, the examination of, and/or photocopying of books, records, files, documents, property, or equipment related to all aspects of WIOA-funded activities under this contractual agreement.

The FHWB and the WIOA Administrative Entity have developed a systematic monitoring system for evaluating the quality and effectiveness of services. Monitoring is the quality control system whereby the FHWB gathers and analyzes information to detect problems, identify strengths and weaknesses, and propose improvements to the services. Monitoring activities are conducted periodically to determine whether services comply with contractual agreements, FHWB policies, WIOA regulations, and FHWB requirements.

Records Retention:

The following records and documents must be maintained for WIOA-funded customers and employees. They must be available for monitoring and review by the FHWB and must be retained, subject to audit, for five (5) years following the final audit of the contract. If any aspect of the program is under investigation or in the process of audit resolution and/or debt collection, the WIOA Staff is required to retain records after the five (5) year period and until the final audit resolution of all disallowed and/or questioned costs are paid or accepted as allowable. Please see below for a listing:

- General ledger or equivalent;
- Cash receipts and cash disbursements journals/reports or equivalent;
- Bank statement, reconciliation, deposit slips, and canceled checks for each bank account through which WIOA funds were received or disbursed;
- All contracts with the FHWB including all amendments;
- All financial reports and documentation supporting requests for reimbursement;

- Payroll records including Individual Earnings Record, Employee Withholding Authorization (W-4), FICA reporting forms, federal and state withholding, Unemployment taxes, Employee Personnel Files, Time Records and Employee Time/Salary Allocation plans;
- Invoices and/or supporting data for non-payroll disbursements; and
- Customers' records including participant data forms, verification/documentation items, assessment tests, and results, the Individualized Employment Strategy, and documentation of outcomes.
- Any other financial records or documents that are related to the contracted funds as requested by the FHWB.

Program Income Requirement:

USDOL requires that all income generated under any WIOA contract shall be reported and used to further program objectives. Any organization proposing program income must provide a set of measurable deliverables. Program income is required to be spent before the use of WIOA funds.

For-Profit:

Proposers proposing for-profit contracts must provide criteria/deliverables for-profit and a schedule of payment as part of the budget narrative. All criteria proposed must be Specific, Measurable, Achievable, Realistic, and Timely (SMART goals). Profit margins shall not exceed ten percent (10%) of the Contract. Criteria for Profit will be reviewed and included in negotiating final contracts.

Authority to Re-Capture and Re-Distribute Funds:

The WDB has the authority to re-capture and re-distribute funds based on the following criteria not being met: staffing levels; enrollments; caseloads; spending levels.

Property Management Requirements:

The proposer agrees to maintain careful accountability of all WIOA purchased non-expendable property (property with a life expectancy of one year or more and a unit cost of \$1,000.00 or more) and to maintain an inventory of all properties issued by the FHWB or subsequently acquired with WIOA funds. Acquisition of non-expendable property with a unit cost of \$1,000.00 (including taxes, shipping, and handling costs) or more must be approved by FHWB staff, before the purchase. Any disposal of WIOA property must be according to applicable federal, state, and local disposal procedures. Any revenues derived from the sale of property purchased with WIOA funds must be used in WIOA service delivery for the program(s) which funded the original purchase.

Any single piece of equipment that costs greater than \$5,000 and to be purchased with WIOA funds must be approved by the FHWB and the MA Department of Career Services, depending on cost.

The WIOA contractor will be responsible for maintaining an accurate inventory of all WIOA property in their possession. In the event property purchased with WIOA funds is stolen or destroyed by a criminal act, the proposer will notify appropriate law enforcement officials immediately.

Wage & Labor and Health & Standards:

Customers employed in work-related activities under WIOA must be compensated in accordance with applicable law, but not less than the higher of the rate specified in the Fair Labor Standards Act of 1938 or the applicable State minimum wage law. Health and safety standards under Federal and State law otherwise applicable to working conditions of employees are equally applicable to working conditions of WIOA customers engaged in work experience activities under WIA. Workers' compensation insurance coverage must be secured for WIOA customers in work experience.

PART II

PROPOSAL NARRATIVE

Introduction and Key Points of Emphasis

The proposal narrative should give reviewers a clear picture of the proposed services and the capability of the proposer to deliver the proposed services. Answers should reflect:

- an understanding of the **Scope of Work** described in Part I and what it will take to implement that Scope of Work.
- an awareness of and responsiveness to the **MA Career Center Standards**, as referenced in Part I and included in the Informational Attachments.
- attention to the **Important Considerations** articulated in [Part I](#).

Although sub-contracting is not expected, if you intend to sub-contract some services, you must identify the sub-contractor and their services in the narrative.

Proposers should follow the alphabetical and numerical sequence of the format described below. Provide enough detail to adequately respond to the questions or statements. The proposal narrative, excluding the budget pages and attachments, should be no more than 25 pages in length, in 11 or 12 pt. font, and can be single-spaced. Shorter, succinct narratives are encouraged.

To provide a clear picture of the program design, program activities/services, anticipated outcomes, and the proposer's capability of delivering the services, please address all of the following areas in order.

A. Experience

1. Please provide a description of your organization to include the following details:
 - a) State the legal name and status of the organization and the category of "Eligible Contractor" [\[see page 7 & 8\]](#) under which it falls.
 - b) Briefly describe your organization's mission, history, and accomplishments. How do they align with this funding opportunity and its goals? Why is your organization in the best position to deliver an innovative career center delivery system? Include the number of years in operation, size of the organization, and the geographic distribution of the service delivery area.
 - c) How is the organization currently funded?
 - d) Describe the internal structure including management and supervisory staff positions to be used to operate this program in the FHWB service area.
2. Briefly describe your organization's financial and administrative experience in managing and accounting for multiple federal, state, and local funding sources in accordance with Generally Accepted Accounting Principles (GAAP); conducting self-monitoring for

contract performance and compliance, and developing and implementing a continuous improvement model. (There are opportunities in later sections to provide more detail on fiscal capacity.)

3. Describe past and current activities, programs, or contracts, administered and operated by the proposer that demonstrate the capability of the Proposer to do the following:
 - a) Serve as FHWB System Operator, including functional supervision of partner programs, facility, and personnel in the FH Career Center;
 - b) Manage, administer, and operate a workforce development program under WIOA to serve adults and dislocated workers and youth. Include specific data on outcomes achieved to demonstrate your ability to meet contractual performance standards for WIOA services or comparable programs.
 - c) If you have previously delivered WIA/WIOA services, or overseen the delivery of WIA/WIOA contracts, please discuss performance data for the most recent two program years available and include the most recent program monitoring report in an attachment. Cite the page or reference number for the attachment in this narrative.
4. Describe your experience providing oversight of multi-organization staff teams and experience in developing and delivering technical assistance and capacity building with workforce staff and organizations.
5. Describe how your resources, professional contacts, knowledge of the labor market, and special expertise will help the FHWB to meet and exceed performance goals for the FHWB system.

B. Career Center Operations

1. Delivery

- a) Provide a brief summary highlighting your vision of FH Career Center Operations. How many Career Center sites are you envisioning? Where would you propose they be located, and why? Would they be full services sites or, if more than one, would one or more be a partial-service site?
- b) Include as well your vision of customer service. Summarize your target customers, recruitment, planned outcomes, and/or goals for the FH Career Center/s.
- c) How does your organization foresee shared supervision in the Center/s between the proposer's staff and the Mandated Partner staff within the "functional supervision" model used to date?
- d) Jobseeker and employer workshops are expected to be an integral "product" through our Career Center/s. Describe your process for ensuring that a "healthy" mix of workshops is made available to meet the needs of customers regularly. Describe any plans related to delivery, topics, and outreach.

- e) Describe your process for receiving job seeker customers and directing them to the appropriate services.
- f) What is your understanding of the concept of "staff-guided customer choice"? How might it differ from traditional career center practices and procedures?
- g) What are your experiences in and capacity for delivering job seeker and employer services remotely?

2. Partnerships

- a) The Career Center Operator, while not a formal member of the Franklin Hampshire Workforce Board, will need to be a lead collaborator and contributor to FHWB meetings and initiatives. Describe your thoughts on how this may best be accomplished.
- b) Describe your organization's current level of partnership with each of the WIOA mandated partners in your area and how this may result in increased service delivery. Also, identify partnerships with other organizations in the Franklin/Hampshire/North Quabbin region that are not specifically mandated by WIOA that may assist in goals of service delivery or system building activities. Describe any new partnerships that you will prioritize during the contract period.
- c) Describe instances, projects or collaborative relationships in which your organization has led or worked closely with one or more WIOA system partners or other workforce and economic development entities on cooperative workforce development projects, programs, or initiatives. Include the role of your organization and outcomes.
- d) How will you work with partners to promote career pathways?

C. Adult/Dislocated Worker Services

1. Describe your understanding of the populations to be served through WIOA Adult and Dislocated Workers programs. Discuss the proposed philosophy, approach, and implementation plan for outreach and recruitment of diverse target groups. Address how the Center will serve people with disabilities, Limited English Proficiency, and prioritized populations (i.e., recipients of public assistance, other low-income individuals, veterans, and individuals who are basic skills-deficient).
2. Discuss how you would manage your assessment and referral process. How would your agency supervise this function to ensure accuracy? How will you determine appropriateness to minimize the risk of public investment? Not all customers will be determined eligible or appropriate, but the program should still address their workforce needs. Describe the process for ensuring these individuals do not "fall through the cracks."
3. Discuss varying orientation techniques for the Center and the system as a whole. How will you ensure that people who come to the Center will know about the services and programs available? Discuss how these sessions may be coordinated with other partners in the workforce system. Propose the content of customer orientation.

Include where and how services will be delivered to meet the needs of the target population.

4. Use the Tables below to project the number of Adults & Dislocated Workers you expect to be able to serve with the estimated funds available for FY21, key services, and projected outcomes. It is understood that this plan may need to be adjusted by the time of actual implementation in FY21, but use the chart to indicate service numbers and outcomes you believe you can be achieved with the funds estimated. **Note: An estimate of carry-over participants is included. All gray areas should be left as is.**

DISADVANTAGED ADULTS

		Estimated Carry-in from FY21	New in FY22	FY22 Total
Participants		18		
Program Exiters				
	Entered Employment			
	Exited for Other reasons			
Carry Out to FY19				
Entered Employment Rate at Exit				
Participants in Training				
Participants Obtaining Certificate/Credential				
Participants Needing Support Services				

DISLOCATED WORKERS

		Estimated Carry-in from FY21	New in FY22	FY22 Total
Participants		20		
Program Exiters				
	Entered Employment			
	Exited for Other reasons			
Carry Out to FY19				
Entered Employment Rate at Exit				
Participants in Training				
Participants Obtaining Certificate/Credential				
Participants Needing Support Services				

5. Describe your past experience and results in delivering services in similar projects and/or to similar populations along with the outcomes. This should also include experience in coordinating services with other community entities and programs.

D. Youth Services

As described in the Scope of Work, the FHWB currently contracts with a youth service provider for WIOA Youth programming, with this contract overseen by the Career Center Operator. [\[See page 30 for details.\]](#)

1. If you plan to seek funds for and provide WIOA Youth Program "Framework" services as described, please describe how you see the relationship between the FHWB, the Career Center Operator, and the Youth Vender in delivering those services. What services will be provided? By whom?
2. How will you provide guidance and assistance in implementing the contract? What is your understanding of the eligibility and data entry requirements?
3. How will WIOA youth services be integrated into the career center, including their connection with Mandated Partner programs?
4. Apart from the WIOA Youth contract, as Career Center Operator/Provider, how will you respond to youth who turn to the Career Center for assistance?

E. Employer Services

As described in the Scope of Work, the bulk of employer services are delivered through state staff funded by Wagner Peyser and co-located in the career center. However, this work must be well-coordinated with the work of WIOA and career center partners.

1. What is your past experience and results in delivering employer services?
2. What particular strengths will your organization bring to the Employment Service component of the workforce system?
3. What is your vision of optimal integration of the WIOA Job Seeker and Wagner Peyser business services components?
4. How do you foresee coordinating business services with other career center partners, some of whom have their own business outreach and engagement goals?
5. What is your vision of a "job-driven" workforce system? How might it differ from traditional career center structures and practices?

F. Marketing & Public Relations

1. Describe any ideas you have for marketing the MassHire Career Center delivery system to job seekers, employers, and the public at large. With limited staff and training resources due to declining allocations, is a marketing and/or public relations plan needed, in your opinion? Why?
2. Assuming limited resources, what strategies would you use? How will you evaluate their effectiveness?

G. Data and Performance Management

The successful applicant will be responsible for tracking services and outcomes in the state case management Massachusetts One-Stop Employment System (MOSES) as well as the local data metrics currently under development. The staff of the Career Center Operator will be required to complete MOSES training within three months of the award announcement for the Local Workforce Development Career Center Operator contract. The provider will be accountable for the integrity of the data presented and responsible for ensuring that staff is appropriately trained in the use of these systems.

1. Explain your understanding of automated management systems and their connection to performance standards.
2. Explain how accountability and integrity will be assured throughout the system for this automation.
3. Describe your approach to identifying points in a performance that would be “triggers” to take action to avoid performance failure, and how the information will be used to make decisions that will improve efficiency and effectiveness.
4. How will you ensure that providers input timely data entry on program participants and validate program eligibility? Give examples of midcourse corrections made to ensure successful outcomes.
5. What assessment instruments will be used and how will assessment data be tracked?

H. Facility Responsibilities

1. Describe your facilities' plan for providing Career Center Services in the FH workforce region.

2. Describe how you will ensure facility compliance with the Americans with Disabilities Act.
3. How will you develop a plan for assessing the best flow of traffic design, one that aligns with WIOA Career Center goals?
4. Describe a facilities plan that includes maintaining cleaning standards consistent with up to date public health guidance.

I. Capacity

1. Describe resources your organization brings to the workforce system that will assist in the coordination and delivery of services and how the organization as a whole will support the work of staff and the programs.
2. Staffing Plan - Please describe (here and/or in an attached chart) your plan to staff the proposed services for the county/counties in which your organization is proposing. Please include the following details:
 - a) Describe how you will comply with the Right to Interview requirements described in the Important Considerations section on [page 16 in Part I](#).
 - b) Number of staff (indicate full time or part-time) to include where staff will be housed. If staff will serve more than one center, please indicate this with the appropriate details regarding the locations, time at each center, and schedule if known.
 - c) Job descriptions including job titles, job duties to be funded under this proposal, and range of activities to be performed. Please use the provided form.
 - d) Plan to hire qualified staff as needed.
 - e) Qualifications of key staff to be assigned on-site to this program including education, experience, and any specialized training or certifications specific to workforce service delivery. Attach resumes of existing staff who will play a key role in implementing your proposal for Career Center Operator/WIOA Service Provider. If your organization will need to hire staff as a result of being awarded a contract, please outline your plan to hire qualified staff.
 - f) Describe how you expect to provide on-going staff training to ensure your staff has access to the most current information, tools, and promising practices.
 - g) Describe how and when you will evaluate staff, and how you will encourage continuous improvement.
3. Administrative Capacity - What monitoring and evaluation of program operations are to be routinely carried out? Include any systems that may be used to track, capture, report, and conclude performance or outcomes in addition to the MOSES system.
4. Fiscal Management and Reporting Capacity
 - a) Describe the financial management capabilities of the organization. How will contracted funds be kept separate from other funds? How will financial

information be made available for monitoring and auditing purposes? What are the qualifications of the organization's key program management and financial staff, and to what extent will they be involved with this project?

- b) Describe your organization's previous experience administering federal grants and previous funding received from a Massachusetts Workforce area. Concerning the required WIOA Youth Service sub-contract, do you have experience in managing subcontracts for services including the monitoring of subcontractors? How do you ensure proper fiscal oversight and accountability of subcontractors?
- c) What are the systems you have in place to ensure fiscal accountability, timely, and appropriate expenditure of WIOA funds?
- d) How will you internally track both actual and projected obligations and encumbrances?
- e) What is your ability to repay disallowed costs if such disallowances are identified in the monitoring or audit of the contract?
- f) What is your capacity to track expenses down to the customer level either within their organization's accounting system or alternative tracking system or other proprietary software designed for that purpose?
- g) WIOA funds are distributed through a process of drawdowns from DOL and then from the State to the FHWB. Since this is a reimbursement process, the time from an incurred expense to receipt of reimbursement may take 30 to 60 days. Describe your agency's fiscal capacity to operate under this projected timeline.
- h) Provide a copy of the two most recent audit reports for the bidding entity as an attachment.
- i) Describe any work you are doing or maybe proposing to do in addition to this contract. Estimate what percentage of your overall organization's work would be represented by this contract.
- j) Describe your organization's major funding sources. If the proposal is from two or more organizations, whether partners or subcontractors, provide the major funding sources for each.
- k) A Certificate of Insurance should be furnished with the proposal. If a certificate of insurance cannot be furnished with the proposal, a letter from the bidder's insurance broker/company indicating that in the event the bidder is successful in obtaining this contract that the required insurance would be available for certification before the contract becomes effective. The Certification of Insurance Coverage should include:
 - i. Statutory workers compensation and employer's liability insurance;
 - ii. Comprehensive, all risks general liability coverage for personal injury and property damage
 - iii. Liability of not less than \$1 million for each occurrence and \$2 million annual aggregate;

- iv. Comprehensive automobile bodily injury and property damage coverage liability of not less than \$1 million combined single units.
- v. Professional Liability Insurance in the amount of \$1 million each wrongful act/\$2 million aggregate.

J. Relationship to the FHWB

1. What is your understanding of the relationship between the Career Center Operator/Service Provider and FHWB members and executive staff?
2. When and how do Board members provide input on Career Center operations and services? When and how do FHWB Executive staff do the same?
3. Cite some examples of FHWB Board/Staff authority to guide, require, and/or approve Career Center Operations/Services decisions and/or practices.
4. Cite some examples of decisions and practices more appropriately left to the discretion of the Career Center Operator/Service Provider.

K. Budget.

- 1) Prepare a budget to be submitted separately from the narrative describing services using the form provided. The budget form provided is for initial budget planning purposes only. Available funds are an estimate. The selected Operator/Provider will be required to work with the FHWB and its fiscal agent to develop a more detailed budget for agreed-upon costs as part of the contract negotiation process.

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.

Please note that while an “other” category is included, cost should be categorized as “other” judiciously. 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.

Sub-contracting is not expected, but if the proposer intends to sub-contract some services, add a contractual line in the budget form, identify the Sub-Contractor in the Budget Narrative, and describe their services. You must also add to your Submission Forms a certification from the sub-contractor attesting to their agreement to the terms of the proposal. The FHWB—before contract execution--must provide approval of any sub-contracts.

On the Budget Narrative Form, give details of the organization's cost allocation method if one is used; e.g., prorating the cost of supplies based on the number of staff, or the cost of salaries based on the percentage of time spent on this contract.

Please also include details of the organization's indirect cost rate along with how it was determined if one is used.

For-profit proposals must include a narrative of your proposed profit along with the deliverables that must be met before profit will be reimbursed to your organization. The profit may not exceed 10% of the total project costs. Deliverables may be broken down into smaller increments of the total to receive a profit payment at predetermined achievement points. If you plan to do this, please provide the details in your narrative.

If the proposer proposes to use a direct cost allocation plan, describe in detail any proposed direct cost allocation plan to be utilized when costs are allocable to more than one program/funding source. Identify common costs to be included in the plan. Applicants must follow the guidelines established in the 2 CFR 200.

Allowable Costs/Cost Principles - All recipients and sub-recipients must follow the Federal allowable cost principles that apply to their kind of organizations. The DOL regulations at 2 CFR 200 identify the Federal principles for determining allowable costs that each kind of recipient and sub-recipient must follow.

Expenditures of WIOA funds are allowable only for those services/activities permitted by the WIOA guidelines or federal regulations. Allowable program services/activities include career and training services and supportive services.

In general, to be an allowable charge to WIOA, a cost must meet the following principles:

- Costs must be necessary and reasonable for the performance of the award.
- Costs must be allocable to the grant.
- Costs must be authorized and not prohibited under federal, state, or local laws or regulations.
- Costs must receive consistent treatment by the sub-recipient.
- Costs must be adequately documented.
- Costs must conform to federal exclusions and limitations.

- 2) Should WIOA allocations substantially increase in FY21 due to the impact of COVID-19, what would be your priorities for expansion or enhancements to your plan?

Part III: Submission Forms

MassHire Franklin Hampshire Workforce Board

RFP #2020-01 Career Center Operator/Provider Services

Attachment I: Cover Sheet

Date: _____

Organization Name: _____

Address: _____

Proposal Contact Person: _____

Proposal Contact Title: _____

Telephone: _____

Email: _____

Website: _____

Total Number of Participants to be served: _____

I hereby certify that the information provided in this submission is accurate.

(Print Name / Title)

Signature

I hereby certify that I am duly authorized to sign contracts on behalf of this organization.

(Print Name / Title)

Signature

MassHire Franklin Hampshire Workforce Board

RFP #2020-01 Career Center Operator/Provider Services

Attachment II: Submission Checklist

1 Original Packet and 3 copies of the below

- Cover Sheet
- Narrative
- Job Description Form
- If Past/Current WIOA provider, most Recent Program Monitoring Report

1 Original Packet and 3 copies of the below, submitted separately from the narrative

- Budget
- Budget Narrative

1 Original of each document below:

- Copy of Two Most Recent Auditing Reports
- Certificate of Insurance
- Statement of Assurances
- Certificate of Lobbying Activities
- Certificate Regarding Debarment, Etc. & Instructions
- Drug Free Workplace Certification

MassHire Franklin Hampshire Workforce Board

RFP #2020-01 Career Center Operator/Provider Services

Attachment III: Job Descriptions

Using this format, complete a separate Job Description for each Position/Job Classification that will provide WIOA services under the terms of this agreement, whether funded in full, in part, or not at all, with WIOA funds from this program. Please identify the following:

1. Job Title and Program
2. Describe actual job duties or tasks to be performed in relation to the above named WIOA program and job title (or attach job description).
3. Minimum education, experience, and qualifications of the person to perform the above job duties.
4. What is the anticipated amount of time this staff person will provide WIOA-funded services:
 - a. _____ hours per day
 - b. _____ hours per week
 - c. _____ office location(s)
5. What is the anticipated amount of time this staff person will provide WIOA-funded services:
 - a. _____ Adult
 - b. _____ Dislocated Workers
 - c. _____ Business Services
 - d. _____ Career Center Operator
 - e. _____ office location(s)
6. Title of Immediate Supervisor: (If position needs to be filled, indicate this.)
7. Will the staff person(s) assigned to this position work in other sections/departments with the agency? If so, please describe.

MassHire Franklin Hampshire Workforce Board

RFP #2020-01 Career Center Operator/Provider Services

Attachment IV: Statement of Assurances

The undersigned party acknowledges that it has read the Contract Terms and Conditions of the Franklin Hampshire Employment and Training Consortium (acting as Fiscal Agent for the FHWB) included in the RFP package, and that it is prepared to abide by those Terms and Conditions if awarded a contract.

The undersigned party further acknowledges and assures that [Insert Name of Organization Responding to RFP]

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:

- WIOA Section 188, which prohibits discrimination against all individuals in the United State 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;
- Title VII of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- The Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified people with disabilities based on disability;
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs;
- 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.
- 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.
- Confidentiality: General Laws Chapter 151A, §46 (a) and (e) prohibits the unauthorized use and disclosure of any confidential unemployment insurance information. General Laws Chapter 23H, §6(b) prohibits unauthorized use and disclosure of employment service information. The Fair Information Practices Act (G.L. c. 66A) prohibits the unauthorized access of personal data. General Laws Chapter 214, §3B provides for injunctive and other nonmonetary relief for violation of this statute. General Laws Chapter 93H, § 2 requires the EOLWD to insure the security and confidentiality of personal information, protect against anticipated threats or hazards to the security or integrity of such information, and to protect against the unauthorized access to or use of such information that could result in substantial harm or inconvenience to any resident of the Commonwealth. General Laws Chapter 62E, §12 authorizes the Massachusetts Department of Revenue to provide the Executive Office of Labor and Workforce Development (EOLWD) with wage record information. Impermissible uses and unauthorized disclosures of DOR wage record information are prohibited.

Name and Title of Authorized Representative

Signature

Date

MassHire Franklin Hampshire Workforce Board

RFP #2020-01 Career Center Operator/Provider Services

Attachment V: Certificate of Lobbying Activities

Certification for Contracts Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been or will be paid, by or on behalf of the undersigned, 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.

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

- (3) The undersigned shall require that the language 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 subrecipients shall certify and disclose accordingly.

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 section 1352, Title 31, U.S. Code. 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 \$100,00 for each such failure.

Contractee

Name of Certifying Official

Signature

Date

Attachment VI: Certificate Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.150, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (Pages 19160-19211).

(BEFORE COMPLETING THE CERTIFICATION, READ THE ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

1. The prospective recipient of federal assistance funds certifies, by the submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach explanation to this proposal.

Contractor Organization

Name and Title of Authorized Representative

Signature

Date

INSTRUCTIONS FOR CERTIFICATION-LOWER TIER

- By signing and submitting this proposal, the prospective recipient of federal assistance funds is providing the certification as set out below.
- The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
- The prospective recipient of federal assistance funds shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- The prospective recipient of federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
- The prospective recipient of federal assistance funds further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the List of parties Excluded from Procurement or Non-Procurement Programs.
- Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the DOL may pursue available remedies, including suspension and/or debarment.

MassHire Franklin Hampshire Workforce Board

RFP #2020-01 Career Center Operator/Provider Services

Attachment VII: Certificate Regarding Drug-Free Workplace (Grantees Other than Individuals)

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 29 CRF 98.630. The regulations published in the January 31, 1989 Federal Register require certification by grantees prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False termination of grants, or government-wide suspension or debarment (29 CRF Part 98.630).

The grantee certifies that it will or will continue to provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The grantee's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by Paragraph A;
- D. Notifying the employee in the statement required by Paragraph A that, as a condition of employment under the grant, the employee will
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- E. Notify the agency in writing, within ten days after receiving notice (under subparagraph D, section 2), from an employee or otherwise receiving actual notice of such conviction;
- F. Taking one of the following actions, within 30 calendar days of receiving notices (under subparagraph D, section 2), with respect to any employee who is so convicted –
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A, B, C, D, E, and F.

Contractee

Name of Certifying Official (Signature)

Date

BUDGET DETAIL

This budget form is provided for initial budget planning purposes only. Available funds are an estimate. \$180,000 has been subtracted from total estimated allocations to cover potential cost of FHWB & Admin/Fiscal Entry. Another \$350,000 has been subtracted for a Youth Provider service contract. The Contractor will be required to develop a more detailed budget at a later stage in the application or contract negotiation process.

Budget Period: 7/1/21– 6/30/22

Total Funding available for contract: \$870,000 **Adult: \$305,000** **Dislocated Worker \$392,400** **Youth Framework Services: \$172,600**

	Adult	Dislocated Worker	Youth Framework Services	Total	Leveraged (or non-WIOA Funds)
Total Number of Staff FTE					
Program Personnel				0	\$
Operating Expenses				0	\$
Premise & Associated Costs per FTE				0	\$
Individual Training Accounts⁽¹⁾				0	\$
On-the-Job Training⁽¹⁾				0	\$
Group Training (customized)⁽¹⁾				0	\$
Support Services				0	\$
Contractual				0	\$
Other ⁽²⁾– please describe					
Total Participant Expenses	0		0	0	\$
Indirect Costs ⁽³⁾				0	\$
				0	\$
TOTAL	0	0	0	0	\$
Percent of total funds spent on participant expenses ⁽⁴⁾	#DIV/0!	#DIV/0!	#DIV/0!		

⁽¹⁾ Lines 15-17 TRAINING must comprise at least 20% of Total Adult & Dislocated Worker funds available.

⁽²⁾ If you are unable to determine whether an expense fits into one of the categories above, you may insert a category into “other expenses” and detail the specific expense(s) in the budget narrative section.

⁽³⁾ Approved indirect rate from your cognizant agency, if applicable.

⁽⁴⁾ Total Participant Expenses divided by (Total Costs minus Indirect)

BUDGET NARRATIVE

(Maximum of two pages)

1. Please use this section to describe your budget assumptions, sources of leveraged funds if any, unique expenditures, or other budget information you would like the evaluation committee to know. Provide written justification for the proposed expenses by line item for the first year of the project. The Budget Narrative should provide enough information that proposal evaluators have a clear sense of how you arrived at the numbers. Refer to Part K, page 48, in the Proposal Narrative for additional budget instructions.

2. Please use this document to add information related to your Planned Enrollments as they relate to planned expenditures within your line item budget as appropriate

Part IV: Informational Attachments

MassHire Franklin Hampshire Workforce Board

RFP #2020-01 Career Center Operator/Provider Services

Grievance and Appeals Process

Any organization making application under this RFP has the right to file an appeal. A bidder may file an appeal in compliance with the requirements of MassWorkforce Issuance 100.DCS 01. 102 “Procurement and Contracting” Attachment C (D) 5 which mandates that the review and evaluation of a solicitation requires a description of the appeal/protest process. As such and for purposes of the Competitive Selection of the Lead Operator/Service Provider:

1. Appeal to MassHire Workforce Board

- If the MassHire Workforce Board (MWB) has made determination of award to the dissatisfaction of a bidder, that bidder may appeal/protest to the Local Complaint Officer (CO) within **10 business days** of receipt of notification of non-award. For purposes of the Competitive Selection of the One Stop Operator/Service Provider, the Local Complaint Officer is:

Susan Sumner, Chair
MassHire Franklin Hampshire Workforce Board
One Arch Place
Greenfield, MA 01301
413-773-1835

- The Local CO must make a written determination within **20 business days** of receipt of the appeal/protest.
- The local CO may choose to make a determination based solely on the information included in the case file or conduct further investigation before issuing a written determination.
- If the CO has made a written request to the appellant (or the appellant’s authorized representative) for additional information, the **20 day period** does not begin until the requested information has been received by the local CO.
- If the CO is unable to contact the appellant for the purposes of obtaining additional information needed to resolve a complaint, a written request for information must be sent via **certified mail** or through some other form of communication where receipt can be verified. If a complainant does not respond, the CO must inform the complainant in writing that the matter is considered **resolved**.
- The local CO may also choose to resolve the complaint by convening a local hearing. Only the designated local CO or authorized back-up may preside at a local complaint

hearing. If the local CO deems that a hearing is necessary the local CO will notify the parties (in writing) that the matter has been scheduled for a formal hearing. The notice must inform the parties of certain conditions of the hearing process that include:

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

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

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

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

2. DECISION OF MASSHIRE WORKFORCE BOARD

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

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

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

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

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

Appeal to the State Board

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

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

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

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

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

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

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

Formal Hearing Process

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

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

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

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

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

3. Decision of the State Board

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

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

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

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

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

Written MDCS approval is required before contracting with an Operator (only) or an Operator/Service Provider on any procurement that has been subject to an appeal to the state level.

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

ATTACHMENT A

STANDARD	CRITERIA	ELEMENTS	MEASURE					
			0	1	2	3	4	5
Cost Effectiveness	1. Effective budget management	A budget and revenue plan that supports the approved local plan, target populations and sustainability	No budget or plan	Budget includes all funding sources but does not support staff, training and operational balance	Budget that includes all funding sources and supports staff, training and local operations	Budget that includes all funding sources and leveraged resources that support staff, training and local operations	Budget includes all funding sources and provides for contingencies	Budget with all required and leveraged resources and addresses the ability to continue self-sustainability
	2. Aligning resources with industry/occupation targets	% training related placements for total occupational training participants	Less than 30%	30%	31%-35%	36%-40%	41%-59%	60% or more
	3. Strategies to increase/leverage resources	Strategies and experience utilizing non-federal, leveraged resources	No response	Demonstrated understanding of leveraged resources	Plan to secure leveraged resources	Secured at least one source of leveraged funding	Secured resources with outcomes that match annual plan	Consistently applies leveraged resources to meet workforce goals

ATTACHMENT A

STANDARD	CRITERIA	ELEMENTS	0	1-2	3-4	5
Integrated Services	1. Experience minimizing duplication 2. Coordinated service to job seekers and business	Career Center has structure of colocation and provides access to Partner services	No response	Meets Comprehensive Center minimum requirements only	Some partner, some services at some locations (but meets minimum Career Center requirements)	All Partners, all services at all locations
	3. Established operational procedures 4. Experience integrating multi-partner structure	Career Center demonstrates a customer flow for all customers that includes triage, initial assessment and how shared customers are referred and served	No response	Joint career planning with referral process to core partners and tracked outcomes	Experience triaging multiple partners and shared workflows, workshops, etc.	Policies in place and utilized with Partner involvement in setting procedures
	5. Effective state/local partnering models	Career Center demonstrates business flow for businesses that includes triage, initial assessment and how shared businesses are referred and served	No response	Business flow includes all elements	Business flow includes all elements and some Partner engagement	Business flow includes all elements, demonstrates Partner engagement and shared policy framework
	6. Shared policy framework	Career Center demonstrates a plan for shared data outcomes	No response	Local MOU describes methodology for collecting and reporting on shared data	1-2 and Mechanism in place to collect shared data	1-4 and Shared data drives decision-making

ATTACHMENT A

STANDARD	CRITERIA	ELEMENTS	0	1-2	3-4	5
Federal and Local Performance	1. Capacity to track, address and meet metrics/standards for federal/state/local performance requirements	Plan will meet federal, state and local measures/dashboard Demonstrates understanding of measures/definitions (credentials, etc.)	No response	Demonstrated capacity and capability to track, address and meet federal, state and local performance requirements	Demonstrates strategies and mechanisms or techniques in place to track, address and meet federal, state and local performance requirements	1-4 and demonstrates how it drives outcomes
	2. Demonstrate understanding of measures 3. Demonstrate understanding of MOSES functioning and uses					
	4. Demonstrate via experience with approach, process, evaluation	Compliance measured via plan vs actual for dashboard measures Demonstrates responsive outcomes for target groups Demonstrated experience using approach/process/outcomes	No response	Has met all negotiated performance goals	1-2 and Demonstrates shared outcomes across core programs	1-4 and Drives outcomes

ATTACHMENT A

STANDARD	CRITERIA	ELEMENTS	0	1-2	3-4	5
Demand Driven	1. Use labor market, LMI data & tools to inform employer engagement plan development and implementation	Demonstrates understanding/use of data via narrative & outcomesOSCC is responsive to the local LMI Meets Federal, state and local business measures	No response	Demonstrates need based on local LMI	Training and strategies are responsive to local LMI	Outcomes are improved based on new industry partners/employer engagement and successful grant seeking employment outcomes
	2. Meets federal/state/local criteria & metrics 3. Resources and staff aligned & solutions are responsive to documented business need & requirements	Demonstrates that use of tools & data drives decisions and outcomes Demonstrates key sector investments Training offered is demand driven & refined based on need & data Identified career pathways that meet performance/dash-board measures	No response	Career Center decisions regarding strategies and approaches are driven by business data	Key sector investments and/or Career Pathways are business driven	Items 1-4 and training is continually refined by business demand
	4. Elicits job seeker/business customer feedback and responses are effective 5. Decisions & strategies are based upon defined, evaluated data & practices	Evidence of customer Satisfaction Effective plan implemented for Career Center/customer outreach, integration & collaboration	No response	Elicits feedback	Demonstrates use of survey to drive operations and change	Demonstrates engagement of Partners

ATTACHMENT A

STANDARD	CRITERIA	ELEMENTS	0	1-2	3-4	5
Maximizing Access for Job-Seekers and Business	1. Comprehensive service via multiple access points	Continuous Review and set aside resources to evolve technology needs and access for customers	No response	A universal design that addresses access points, hours, etc., to meet the needs of jobseekers and employers	1-2 and Multiple access points and hours adjusted demonstrate flexibility and creativity	1-4 and Continuous assessment is conducted to ensure the needs of specific populations are met
	2. Success meeting priority of service mandates for designated targets	Success identifying barriers for targeted populations & implementing workable, measurable solutions Effective partner service referrals	No response	Priority of Services policy for (required) target populations and all staff are aware and trained	Specialty services and strategies for serving designated populations	Items 1-4 and Increase in training, job placement and retention of targeted populations
	3. Success identifying barriers for targeted populations & implementing workable, measurable solutions					
	4. Effective partner service referrals					
5. Knowledge of & compliance with Section 188 of WIOA 6. Effective use of technology solutions and other available accommodations	Compliance with ADA	No response	Demonstrates knowledge of all requirements and plan in place for full compliance	Demonstrates knowledge of all requirements and plan in place for full compliance with dates and benchmarks	Fully Compliant	

ATTACHMENT A

STANDARD	CRITERIA	ELEMENTS	0	1-2	3-4	5
Effective Leadership and Management	1. Local OSCC leadership vision and plan reflect LWDB plan/goals/concepts/practices	Correctly cites and applies WIOA laws and regulationsMeets Uniform Circular StandardsIntegrity demonstrated via audits and Federal/state reviews	No response	Unresolved finding(s) within the last 2 years	No unresolved findings within the last 2 years	No unresolved areas of concern or finding(s) within the last 2 years
	2. Financial integrity					
3. Understands WIOA law/regulations						
	4. Structured and comprehensive staff development	Staff attend and complete state and locally sponsored training Continuous improvement plan in place and followed	No response	Continuous improvement plan with policy to complete mandatory training	Documented demonstrated improvements based on continuous improvement plan. All staff have attended all mandatory training and 80% of staff have completed non-mandatory training state and/or locally developed	All staff (Partner and State) are cross-trained in fundamental Career Center operations and Partner Services
	5. Understands DCS/partner systems					
	6. Data-driven decision-making					
	7. Financial integrity					
	8. Standard operating procedures in place & followed					
	9. Continuous improvement plan					

ATTACHMENT A

	10. Leverages funding	Outreach plan in place and followed	No response	Outreach plan in place and followed	Documented results from outreach plan.	Outreach plan demonstrates
	11. Utilized demand driven model	Effective plan of Outreach to job seekers and business			Increase in targeted customer use of Career Center.	increase in job orders and placements in targeted industries
	12. Workable marketing plan					that address local needs

MassHire Franklin Hampshire Workforce Board

RFP #2020-01 Career Center Operator/Provider Services: EVALUATION CRITERIA

Proposer's General Information	
Name of Proposer: _____	Type of Organization: <input type="checkbox"/> Unit of local Government <input type="checkbox"/> Non-Profit <input type="checkbox"/> For Profit <input type="checkbox"/> Other: _____
Date of Review: _____	Competing Bid: Yes <input type="checkbox"/> No <input type="checkbox"/>
Reviewer: _____	Current Service Provider: Yes <input type="checkbox"/> No <input type="checkbox"/> Previous Workforce Development/WIOA Experience Yes <input type="checkbox"/> No <input type="checkbox"/>
Proposing Total New Customers Enrolled: _____ # of Adults: _____ # of Dislocated Workers: _____	Positive # of Exits: _____ Adult: _____ Dislocated Worker: _____
Required Documents Checklist	
FY20 WIOA Response Package Cover Sheet/Signature Yes <input type="checkbox"/> No <input type="checkbox"/>	Proposal Narrative Yes <input type="checkbox"/> No <input type="checkbox"/>
Staffing Position Descriptions Yes <input type="checkbox"/> No <input type="checkbox"/> #of staffing positions: _____	Federal ID Number Yes <input type="checkbox"/> No <input type="checkbox"/>
Statement of Assurances Yes <input type="checkbox"/> No <input type="checkbox"/>	If WIOA, most recent program monitoring report Yes <input type="checkbox"/> No <input type="checkbox"/>
Certificate of Lobbying Activities Yes <input type="checkbox"/> No <input type="checkbox"/>	Copy of two most recent auditing reports. Yes <input type="checkbox"/> No <input type="checkbox"/>
Certificate Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions Yes <input type="checkbox"/> No <input type="checkbox"/>	Certificate of Insurance Yes <input type="checkbox"/> No <input type="checkbox"/>
Drug Free Workplace Certification Yes <input type="checkbox"/> No <input type="checkbox"/>	

Evaluation Review - The criteria, which will be used to evaluate proposals, are listed below along with their point values. A total of 100 points is possible. A proposer must achieve a minimum score of 75 points in order to be considered for recommendation. The criteria can also be used by the proposer to ensure all items in the Proposal Narrative and Budget are addressed. The Budget will be reviewed separately from the Proposal Narrative and will contribute up to 15 points to the final score.

Category	Criteria	Score
<p>A. Experience (17.5 points possible)</p>	<p><input type="checkbox"/> (1-b) Described organization’s mission, history and accomplishments, alignment with WIOA goals, number of years in operation, size of the organization and geographic distribution of the service delivery area</p> <p><input type="checkbox"/> (1-c) How the current organization is funded</p> <p><input type="checkbox"/> (1-d) Described internal structure</p> <p><input type="checkbox"/> (2) Described the organization’s financial and administrative experience; monitoring, developing and implementing continuous improvement model</p> <p><input type="checkbox"/> (3) Described past and current activities or programs administered and operated by the proposer</p> <p><input type="checkbox"/> (a) Serve as the FHWB System Operator</p> <p><input type="checkbox"/> (b) Described how to manage, administer and operate a workforce development program under WIOA to serve adults and dislocated workers; <input type="checkbox"/> Included specific data</p> <p><input type="checkbox"/> (c) If prior/current WIOA Service Provider, discussed performance data for last two program years available & <input type="checkbox"/> attached most recent program monitoring report</p> <p><input type="checkbox"/> (4) Described experience providing oversight and experience in developing and delivering technical assistance and capacity building with workforce staff and organizations</p> <p><input type="checkbox"/> (5) Described resources, professional contacts, knowledge of the labor market and special expertise</p> <p>Comments:</p>	<p>_____</p>
<p>B. CC Operations (10 points possible)</p>	<p>(1) Delivery</p> <p><input type="checkbox"/> (a) Vision of CC Operations; location and type of sites</p> <p><input type="checkbox"/> (b) Vision of customer service: planned outcomes/goals</p> <p><input type="checkbox"/> (c) Shared and functional supervision of staff and Partner staff</p> <p><input type="checkbox"/> (d) Healthy mix of workshops</p> <p><input type="checkbox"/> (e) Welcoming & directing job seekers</p> <p><input type="checkbox"/> (f) Staff-guided customer choice & how it may differ</p> <p><input type="checkbox"/> (g) Experience delivering services remotely</p> <p>(2) Partnerships</p> <p><input type="checkbox"/> (a) Collaboration with FHWB</p> <p><input type="checkbox"/> (b) Knowledge/experience with mandated partners; <input type="checkbox"/> description of possible new partners</p> <p><input type="checkbox"/> (c) Examples of past collaboration/cooperation & outcomes</p> <p><input type="checkbox"/> (d) Career Pathways promotion</p>	<p>_____</p>

	Comments:	
C. Adult/Dislocated Worker Services (10 points possible)	<input type="checkbox"/> (1) Understanding of populations; philosophy, approach, implementation plan; recruitment of diverse groups; how to serve those with particular needs <input type="checkbox"/> (2) Assessment & referral; optimal investment of training funds; keeping people from falling through the cracks <input type="checkbox"/> (3) Orientation techniques, including involvement of other partners <input type="checkbox"/> (4) Projected Service numbers & activities <input type="checkbox"/> (5) Described the planned outcomes for the adult and dislocated workers program. <input type="checkbox"/> Planned program outcomes are measurable and realistic for the target population and <input type="checkbox"/> for the time period in which services will be provided. <input type="checkbox"/> Planned program outcomes directly relate to proposed services <input type="checkbox"/> (6) Past experience/results with similar populations/projects, esp. in partnership with others Comments:	_____
D. Youth Services (5 points possible)	<input type="checkbox"/> (1) How Framework Services will work in collaboration <input type="checkbox"/> (2) How WIOA Youth Service contract will be monitored and guided to encourage continuous improvement. <input type="checkbox"/> Understanding of eligibility/data responsibilities <input type="checkbox"/> (3) How WIOA youth services will be integrated into CC <input type="checkbox"/> (4) How will CC respond to youth, in general Comments:	_____
E. Employer Services (10 points possible)	<input type="checkbox"/> (1) Past experience delivering employer services. <input type="checkbox"/> (2) Particular strengths <input type="checkbox"/> (3) Vision of optimal integration between job seeker and business service components of CC <input type="checkbox"/> (4) Coordination of Business Services with other CC partners. <input type="checkbox"/> (5) Vision of a "job-driven" system & how it may differ from current state Comments:	_____

F. Marketing & Public Relations <i>(2.5 points poss.)</i>	<input type="checkbox"/> (1) Ideas for marketing/PR <input type="checkbox"/> (2) Rationale for addressing, even with limited resources Comments:	<hr/>
G. Data and Performance Management <i>(5 points possible)</i>	<input type="checkbox"/> (1) Understanding of automated management systems and connection to performance standards <input type="checkbox"/> (2) How accountability & integrity will be assured <input type="checkbox"/> (3) Understanding of triggers to make decisions & take action <input type="checkbox"/> (4) Timely data entry and mid-course corrections to ensure successful outcomes <input type="checkbox"/> (5) Assessment instruments to be used & how tracked Comments:	<hr/>
H. Facility Responsibilities <i>(5 points possible)</i>	<input type="checkbox"/> (1) Facilities plan <input type="checkbox"/> (2) ADA <input type="checkbox"/> (3) Ensuring traffic flow that aligns with WIOA <input type="checkbox"/> (4) Facilities plan that includes maintaining cleaning standards consistent with up to date public health guidance Comments:	<hr/>
I. Capacity <i>(17.5 points possible)</i>	<input type="checkbox"/> (1) Resources the organization brings to the workforce system <input type="checkbox"/> (2) Staffing Plan including: <input type="checkbox"/> (a) Compliance with Right to Interview <input type="checkbox"/> (b) Number of staff (full time or part time) and locale <input type="checkbox"/> (c) Job descriptions <input type="checkbox"/> (d) Qualifications of key staff <input type="checkbox"/> (e) Plan to hire qualified staff <input type="checkbox"/> (f) on-going staff training <input type="checkbox"/> (g) Evaluation of staff and continuous improvement. <input type="checkbox"/> (3) Administrative Capacity <input type="checkbox"/> (4) Fiscal Management and Reporting Capacity <input type="checkbox"/> (a) financial management capacity; <input type="checkbox"/> how contracted funds will be kept separate; <input type="checkbox"/> how info will be made available for auditing & monitoring; <input type="checkbox"/> staff qualifications	<hr/>

	<input type="checkbox"/> (b) Previous experience administering federal grants; <input type="checkbox"/> previous funding from a workforce region; <input type="checkbox"/> any WIOA youth sub-contract experience; <input type="checkbox"/> including fiscal monitoring <input type="checkbox"/> (c) Fiscal accountability, timely, and appropriate expenditure of WIOA funds <input type="checkbox"/> (d) Internally track actual and projected obligations and encumbrances <input type="checkbox"/> (e) Ability and method to repay disallowed costs <input type="checkbox"/> (f) Capacity to track expenses down to the participant level <input type="checkbox"/> (g) Experience with cost reimbursement contracts; how to provide start-up costs; how to bear costs till invoice reimbursed <input type="checkbox"/> (h) Two most recent audit reports <input type="checkbox"/> (i) Any work in addition to this contract; what percentage of time on this contract <input type="checkbox"/> (j) Organization's major funding sources; if a consortium, funding sources for each <input type="checkbox"/> (k) Certificate of insurance Comments:	
J. Relationship to the FHWB <i>(2.5 points poss.)</i>	<input type="checkbox"/> (1) Understanding of relationship <input type="checkbox"/> (2) how Board and FHWB staff have input <input type="checkbox"/> (3) examples of FHWB authority <input type="checkbox"/> (4) examples of CC discretion Comments:	<hr/>
Total Points Assigned		<hr/>
Overall comments if desired...e.g. <ul style="list-style-type: none"> to what extent does the proposer and plan appear to meet the MA Quality Standards for Career Center Operations (cost effectiveness, integrated services, performance management, demand-driven philosophy, maximizing access for jobseekers/business, and effective leadership/management)? to what extent does the proposer attend to the Important Considerations outlined in Part I? Click or tap here to enter text.		

Date of Review: _____

K. Budget
(15 points possible)

SCORED SEPARATELY

- All proposed expenditures are allowable costs.
- Cost allocation method clear.
- If For-Profit intentions/practices clear.
- If using subcontractors, named and description of services
- If direct cost allocation plan, described plan when costs are allocable to more than one program/funding source
- Expansion/enhancement plan, if increase in FY21 funding
- Budget form clear and adequate
- Budget narrative detailed and precise
- The proposal provides all required information, staff, operational expenses and total program cost
- Proposing organization is fiscally sound
- Proposal cost/limitations are within parameters of the RFP and are allowable WIOA cost under 2CFR200
- The proposal includes a realistic budget for services provided.
- Uniform Guidance awareness

Comments:

Reviewer's Signature: _____



CONTRACT TERMS AND CONDITIONS

*GENERAL PROVISIONS
YOUTH PROVISIONS*

*Franklin Hampshire Employment and Training Consortium (FHETC)
November 2018*

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General Provisions and Contract Terms

(1) DEFINITIONS

Contractor:	Person or organization with whom an agreement for service or material good is made.
DOL:	United States Department of Labor.
FHETC:	Franklin/Hampshire Employment and Training Consortium. This organization has responsibility for daily administration of the Service Delivery Area programs under the direction of the Mayor of Northampton and the Mayor of Greenfield.
WIOA:	Workforce Innovation and Opportunity Act that establishes the authority to create programs to train adults, dislocated workers, and youth to enable them to obtain and retain productive employment, also Workforce Development Area for FHETC that includes all municipalities in Franklin and Hampshire Counties and the four Worcester County towns of Athol, Petersham, Phillipston, and Royalston.
DCS:	Department of Career Services
CommCorp:	Commonwealth Corporation
EOLWD:	Executive Office of Labor and Workforce Development that has statewide responsibility for oversight of local WIOA programs for the Governor.
DESE:	Massachusetts Department of Elementary and Secondary Education
DTA:	Massachusetts Department of Transitional Assistance that has statewide responsibility for oversight of local DTA program, establishes authority to create a program to provide training, job readiness, job placement, support services, and case management services to recipients of TANF (Transitional Assistance for Needy Families) and SNAP (Supplemental Nutrition Assistance Program).

(2) CONTRACTING OFFICER'S REPRESENTATIVES

The Contracting Officer will be the only individual who can legally commit FHETC to the expenditure of funds in connection with this contract or accomplish any contract changes. The FHETC Executive Director may designate employees to act as his/her authorized representative for certain specific purposes. Such designation shall not contain authority to resolve disputes, sign any contractual documents or approve any alteration to the Contract involving a change in scope, price, terms, or conditions of the Contract. The Contract Officer for FHETC shall be _____. The Contract Officer for the Contractor shall be _____.

(3) TYPE OF CONTRACT

(Check One)

This instrument is a cost reimbursement type contract. X

This instrument is a performance-based contract.

(4) OBLIGATIONAL AMOUNT AND LIMITATION OF COSTS

The FHETC's maximum total obligational compensation to be provided under this agreement is detailed on the Contract face sheet and in Part II. Budget in the Contract. The FHETC shall not compensate the Contractor for any costs in excess of the funds earned consistent with Section C (Budget). The Contractor shall be paid by the FHETC only in accordance with Part III. Payment Schedule in the Contract.

(5) PERIOD OF PERFORMANCE

Contractor can commence the delivery of the services and activities as of the start date noted on the Contract face sheet and will complete all activities by the Contract termination/end date also noted on the face sheet. All services and activities are outlined within the Statement of Work.

(6) SUBCONTRACTING BY CONTRACTOR

Any subcontract entered into by the Contractor for the purposes of fulfilling substantial obligations under this Contract must be in writing, authorized in advance by the FHETC, and shall be consistent with and subject to the provisions of Part I. Work Statement in the Contract, subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under this Contract. The FHETC is entitled to copies of all such subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

(7) PROCUREMENT

Contractor must follow federal procurement procedures when procuring supplies and services in accordance with Uniform Guidance rules: 2 CFR 200.317 thru 326.

(8) PUBLIC ANNOUNCEMENTS / MARKETING / PRESS RELEASES

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing a project or activities funded by the FHETC, the Contractor shall clearly state the dollar amount of funds provided by the FHETC and what percentage of the total cost is financed by the FHETC. In addition, if the project or activity is funded in whole or in part with Federal money, the Contractor must also clearly indicate the level of Federal support. Therefore, the Contractor will use reasonable means to inform the public of the funding source for its operations by stating in such publicity, written material such as stationery and recruitment brochures/posters, and on its premises the following: "This agency (or program) is supported in full (or in part, then indicate %) by the FHETC and (indicate funding source as noted on the Contract cover sheet)."

(9) FISCAL PROCEDURES

Expenditures and program activity must be compliant with the regulations contained in the funding award to FHETC as well as 2 CFR 200 (for federal awards) or Massachusetts General Law (for state awards) and any specific requirements if the source has enabling legislation (such as WIOA).

(10) RECORDKEEPING AND RETENTION, INSPECTION OF RECORDS, AND REPORTING

The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract. Records shall be retained pursuant to the funding source requirements, which for Contracts funded with State funds shall be at least seven (7) years, consistent with Mass. General Laws, Chapter 66; and for Contracts funded with Federal funds shall be at least three (3) years consistent with 2 CFR 200 or, in both cases, until such time as any issues in an open audit and/or litigation is resolved, whichever period of time is longer.

The Contractor agrees that the Executive Director of the FHETC or his/her designee shall, until expiration of the reporting and record keeping provisions of this agreement, have the right to examine any pertinent books, documents, papers, and records of the Contractor involving transactions related to this agreement; and the right to enter onto the premises of Contractor at all reasonable times in order to have access to such books, documents, papers, records and employees, in accordance with the Site Visit(s) clause herein. Without limiting FHETC's other legal remedies, in the event that the Contractor fails to comply with this provision, the parties agree that the FHETC may obtain specific performance of this clause through the courts of the Commonwealth.

Access to records by the cognizant State or Federal awarding agency, the General Accounting Office and/or the Comptroller General of the United States for the purposes of audit and examination is also required by the Contractor.

The Contractor shall submit reports/invoices/forms/documents to the FHETC in accordance with reporting formats and timelines as specified by the FHETC in Part III. Payment Schedule in the Contract, and signed by a duly authorized representative of the Contractor.

(11) RECORDS CLOSE-OUT

All parties to this agreement understand and agree to submit any final program and/or fiscal close-out reports which may be required within a specified period following expiration or termination of this agreement.

(12) SITE VISIT(S) FOR PROGRAM MONITORING/REVIEW & EVALUATION

The FHETC, with advance written notification of no less than five (5) days, shall conduct visits of reasonable frequency and duration to the site(s) where services are being provided for the purposes of monitoring, evaluation and program review for compliance with Contract conditions. Such visits may include examination of fiscal files, participant case files, participant attendance records, observation of program activities, and interviews with personnel and participants. Records may be copied, if necessary, at a reasonable expense.

(13) FHETC TECHNICAL ASSISTANCE

FHETC staff will provide Technical Assistance to the Contractor to facilitate the achievement of Contract goals. The Contractor shall inform the FHETC if technical assistance is needed or there are any barriers to achieving Contract goals.

(14) DISCLAIMER OF LIABILITY BY FHETC

The Contractor shall at no time be considered an agent or representative of the FHETC. The Contractor is performing services pursuant to this Agreement as an independent Contractor utilizing funding provided by the FHETC. The FHETC expressly disclaims any and all liability arising out of, caused by, or attributable to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors, including without limitation the liability arising out of, caused by or attributable to any of the following:

- (a) Labor performed or furnished and materials used or employed for the work as set forth in Part I. Work Statement in the Contract;
- (b) Injuries to any person or corporation received or sustained by or from Contractor and its employees or subcontractors and employees in doing the work, or in consequence of any improper materials, implements or labor use or employed therein, as set forth in Part I. Work Statement in the Contract;

- (c) Any act, omission or neglect of Contractor or its employees; and
- (d) Third party claims arising from Contractor’s activities as set forth in M.G.L. c. 258, Section 2, as amended.

Contractor agrees that the Contractor shall be solely responsible for all loss or damage, including injury to persons or damage to property, caused by, arising out or attributable to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors.

(15)INDEMNIFICATION

Unless otherwise exempted by law, the Contractor agrees to indemnify, defend and hold the FHETC, its directors, officers, employees and agents (“Indemnified Parties”), harmless from and against any and all claims, demands, liabilities, judgments, damages, costs and expenses, including without limitation reasonable attorneys’ fees, suffered or incurred by any of the Indemnified Parties as a result of or arising out of any damage to property or injury to persons (including death) caused by or arising out (a) the performance by the Contractor of its obligations pursuant to this Agreement, (b) the failure of the Contractor to perform its obligations pursuant to this Agreement or (c) the negligent or tortious acts or omissions of the Contractor, its officers, employees, agents or subcontractors. The indemnification obligations of the Contractor shall survive the termination of this Contract.

(16)USE OF FUNDS

Funds paid out under this agreement by the FHETC to the Contractor in accordance with Part III. Payment Schedule in the Contract shall be accounted for separately and shall be used by the Contractor for the purposes and functions set forth in Part I. Statement of Work in the Contract, including any attachments, Part II. Budget in the Contract and for no other purposes. Funds shall not be used for the Contractor's general administration except those expenses applicable to the administration of this Contract and included in Part II. Budget in the Contract.

(17)PELL GRANTS

Contractor shall be responsible for ensuring the filing of applications for Pell Grant or Supplemental Education Opportunity Grant (SEOG) assistance or any other assistance available for each participant enrolled in a Pell Grant or SEOG approved course. The Contractor shall reduce the amount due to the Contractor from FHETC, or remit to FHETC the portion of the Pell Grant to be applied to the cost of tuition, fees and books, if received after the termination of this Contract. Notwithstanding any provision of the Agreement to the contrary, no compensation shall be earned or deemed payable for services provided for under this Agreement to the extent that any such services are paid for, directly or indirectly, through a Pell Grant or SEOG or by any other source. The Contractor shall take sufficient actions to assure that services paid for through such grants are not paid for under this Agreement (including the

reduction of invoices to the extent of such grant payments, the return of any funds paid hereunder for services paid for through such grants, and any other actions as may be required by FHETC).

(18) UNDER-SPENDING OF COST REIMBURSEMENT CONTRACTS

Failure to provide the services at the level described in Part I. Statement of Work in the Contract shall be construed as a breach of the terms and agreements contained in this Contract.

In such instances, where the described and agreed upon level of services are not fulfilled, and the funds obligated hereunder are not being expended at a rate consistent with that as negotiated and agreed upon, the FHETC may reduce the amount of compensation heretofore obligated and described in Part III. Payment Schedule in the Contract by an amount proportionate to the said level of under-spending.

(19) WITHHOLDING OF PAYMENT

If after fifteen (15) days written notice by FHETC of the Contractor's non-compliance with any portion of this agreement, the Contractor fails to comply with the specified portion of the agreement, FHETC may reduce or withhold payment until such compliance is rendered.

(20) AVAILABILITY OF FEDERAL AND STATE FUNDS

- A. This agreement is contingent upon the receipt of Federal and/or collateral State funds by the FHETC and the continued authorization for program activities. In the event that such funds become unavailable for any reason, or authorization for program activities is withdrawn or otherwise modified, the FHETC has the unilateral right and absolute discretion to terminate this agreement upon fifteen (15) days written notice. In the event of such termination, the procedures outlined under the "Obligation in the Event of Termination" clause contained herein shall become operative.
- B. In the event that Federal and/or State funds are reduced, or authorization for program activities modified, FHETC also has the unilateral right and absolute discretion to terminate this agreement pursuant to the procedures outlined under the "Termination" clause herein, or to modify the Contract as outlined within the "Reduction of Scope of Services" clause.

(21) PAYMENTS TO CONTRACTOR

No payments shall be made to the Contractor prior to the date of the executed Contract, including all relevant attachments, authorized signatures and approvals. The Contractor shall only be compensated for

services provided during the period of this Contract. Payments to the Contractor shall not exceed the maximum total obligation. Acceptance by the Contractor of the last payment for services performed upon completion of this Contract, or upon termination, without written objection, shall in each instance operate as a release and discharge of the FHETC, its agents and employees, from all claims, liabilities, responsibilities or other obligations relating to the performance of this Contract.

(22)CO-FUNDING

The Contractor hereby assures to the FHETC that any other State and/or Federal funding applicable to this Contract is only for the expressed purpose of collateral funding and that in no event are said funds a duplication of payment. The Contractor, therefore, assures to the FHETC that any collateral co-funding will not result in revenue to the Contractor that exceeds the stated cost of the services provided under this Contract.

(23)REDUCTION OF SCOPE OF SERVICES

In the event Federal and/or collateral State funds to FHETC become reduced for any reason, FHETC may unilaterally reduce the funding of this Contract upon a fifteen (15) day written notice. A reduction of services commensurate with reduction of funding will be mutually agreed upon by FHETC and the Contractor.

(24)PROGRAM INCOME

All income received by the Contractor from FHETC funds, including interest income, must be reported to the FHETC. The FHETC does not expect this to occur in this grant.

(25)RESTITUTION OF FUNDS

Without limiting any other Contractual remedies available to FHETC for breach of this agreement, the Contractor agrees to make restitution to FHETC from non-grant funds for any costs incurred by Contractor and paid with FHETC funds which are not allowable under applicable State or Federal statutes, rules, regulations, policies, and procedures, or the terms of this agreement.

(26)PROPERTY/INVENTORY

If property/equipment is authorized to be purchased under this agreement as outlined in Part II. Budget in the Contract, the following provisions will apply:

- A. Permission must be obtained from FHETC prior to purchase even if contained in the approved budget.
- B. All equipment shall be defined as having a useful life of more than one year and a unit cost pursuant to the funding source's regulations (i.e. Federal awards define unit cost at \$5,000 or more consistent with 2 CFR 200, State Contracts may define unit cost at a lower level).
- C. Title to such items vests with the Contractor, subject to the use and disposition conditions promulgated by 2 CFR 200.313 (Federal awards) unless State Contracts specify a more restrictive policy.

(27) COMPLIANCE

The Contractor and its Subcontractors shall comply with the following:

- A. The following regulations, as promulgated by the funding source of the Contract:
 - Equal Employment Opportunity provisions in Executive Order (E. O.) 11246, as amended and supplemented by the requirements of 41 CFR Part 60.
 - MA Executive Order No. 227 of the Governor's Code of Fair Practices and Chapter 151B of the Massachusetts General Laws as amended governing equal employment.
 - For Contracts in excess of \$100,000, compliance with the applicable standards, orders, or requirements issued under Section 306 of the Federal Clean Air Act, Section 508 of the Clean Water Act, E. O. 11738, and Environmental Protection Agency regulations (40 CFR part 15).
 - Certification as to Executive Order 12549 as to the Contractor not having been suspended, debarred, made ineligible or voluntarily excluded by any Federal department or agency, which for Contracts involving Federal funds in excess of \$100,000, must be attested to in writing.
 - The Contractor must comply with the government-wide requirements for a drug-free workplace codified at 29 CFR Part 98.
 - Pursuant to Executive Order 130, or as amended, neither the Contractor nor any affiliated company of the Contract shall participate in or cooperate with any international boycott, as defined in Section 999(b)(3) and (4) of the Internal Revenue code of 1954, or as amended; nor shall engage in conduct declared to be unlawful by MGL c.151E Sec.2. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interest are directly or indirectly owned by the Contractor, or by a person or persons, or a business entity or entities, which owns at least 51% of the ownership interest of the Contractor or any business entity which directly or indirectly owns 51% ownership interest in the Contractor.
 - Pursuant to M.G.L., Chapter 26C, Section 49A, the Contractor certifies that it has filed all state tax returns and paid all taxes as required by law.
 - Pursuant to Executive Order 481 - Contractor shall not knowingly use undocumented workers in connection with the performance of all Executive Branch Contracts; that pursuant to federal requirements, the Contractor shall verify the immigration status of all workers assigned to such Contracts without engaging in unlawful discrimination; and that the Contractor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s).

- B. Appropriate federal cost principle requirements and timeframes for submission/approval of indirect cost rates, as provided in 2 CFR 200.

- C. Massachusetts General Laws, as listed below, pertaining to the confidentiality of information which may be gathered or made known to the Contractor during the course of carrying out activities through this agreement. Particular care must be taken to assure that the information and data accessible through the state's MOSES database system (should the Contractor have access to that) as well as other data and information sources accessible to staff is protected and used appropriately. Personal identifying information must be secured during transportation or transmission via the internet or other means.
 - Massachusetts General Laws (MGL) Chapter 23H, §6(b) - prohibits the unauthorized use and disclosure of employment service information
 - MGL Chapter 151A, §46(a) and (e) - prohibits the unauthorized use and disclosure of any confidential unemployment insurance information.
 - MGL Chapter 66A - prohibits the unauthorized access of personal data.

(28)AUDIT REQUIREMENTS

The audit requirements promulgated thereunder by the US Department of Labor, the Office of Management and Budget (OMB) 2 CFR 200, as appropriate.

Such requirements state that a Contractor which expends \$750,000 or more in a year in Federal awards shall have a single audit or program-specific audit conducted for that year in accordance with 2 CFR 200, performed by an independent Certified Public Accountant. A Contractor which expends \$750,000 or more in a year in Federal awards under only one Federal program and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted.

Non-Federal entities that expend less than \$750,000 a year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the cognizant State or Federal agency.

(29)INSURANCE

Subject to the foregoing, the Contractor shall procure and thereafter maintain such insurance as the FHETC may from time to time require with respect to performance under this Contract, provided that Contractor is permitted by applicable law to obtain and maintain such insurance. The cost of any such insurance shall be reimbursable for the portion allowable under this Contract and included in Section C (Budget).

(30)CONFLICTS OF INTEREST

Every reasonable course of action will be taken by the Contractor in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. The Contract will be administered in an impartial manner, free from personal, financial, or political gain. The Contractor, its executive staff and employees, in administering this Contract, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.

(31) ANTI-LOBBYING AND POLITICAL ACTIVITY

No FHETC funds shall be used for any partisan political activity or to further the election or defeat of any candidate for public office; nor shall they be used to provide services, or for the employment, or assignment of personnel in a manner inconsistent with Federal and State laws or regulations prohibiting political patronage. For Contracts involving Federal funds in excess of \$100,000, certification as to the Contractor's not using funds for lobbying activities must be attested to in writing.

(32) AFFIRMATIVE ACTION, NON-DISCRIMINATION IN HIRING AND EMPLOYMENT

The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, religion, sex, national origin, age, disability, sex (wages), genetics, retaliation, political affiliation, belief or for exercising any rights afforded by law. In addition, under MGL Chapter 151B, Section 4: It shall be an unlawful practice: For an employer, by himself or his agent, because of the race, color, religious creed, national origin, sex, gender identity, sexual orientation, which shall not include persons whose sexual orientation involves minor children as the sex object, genetic information, or ancestry of any individual to refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment, unless based upon a bona fide occupational qualification.

(33) SEVERABILITY

If a part of this Contract is held illegal, void, or unenforceable for any reason, such holding shall not affect the validity and enforceability of any other part.

(34) CORRECTIVE ACTION

If a Contractor's performance is found not to comply with program performance as outlined in the Contract, the Contractor may be required to develop a corrective action plan. The following are reasons for which a Contractor may be required to develop such a plan:

- a) A high rate of negative terminations, or terminations not meeting criteria as outlined in the statement work.
- b) Changes in program curriculum, scheduling, or youth/case manager ratio from the statement of work of this agreement which have not been approved by the Contracting officer.
- c) Any other situation or condition significantly impacting the successful completion of this agreement.

(35) SANCTIONS

The FHETC shall reserve the right to place sanctions on the Contractor for deficiencies concerning program performance or for noncompliance with the stated policies of the funding source, and the stated policies of the FHETC and/or EOLWD/DCS. Wherever feasible, the FHETC shall give the Contractor an opportunity to prepare and carry out a corrective action plan. However, the FHETC's failure to provide the Contractor with an opportunity for corrective action shall not prevent the FHETC from imposing sanctions. Such sanctions may include, but are not limited to:

- a) Termination or reduction of Contract allocation.
- b) Withholding of payment.
- c) Debarment of particular Contractor's or sub-Contractor(s).
- d) Repayment from allowable funds for violations of law and regulations.

(36) DISPUTES

Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement shall be decided by the FHETC Executive Director or designee, who shall present a decision in writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the FHETC Executive Director or designee shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the FHETC Executive Director or designee a written appeal addressed to the funding agency. The decision of the funding agency or its duly authorized representatives for the determination of such appeals shall be final and conclusive unless determined by the court of competent jurisdiction to have been fraudulent or capricious or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder the Contractor shall proceed efficiently with the performance of this Contract and in accordance with the FHETC Executive Director or designee's decision.

(37)TERMINATION

This Contract shall terminate on the date specified in this Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. Either party may terminate or suspend a Contract if the other party breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract and such breach remains uncured by the breaching party for a period of fifteen (15) days after the delivery of written notice thereof by the non-breaching party to the breaching party. Either party may also terminate or suspend this Contract, in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract. Upon immediate notification to the other party, neither the FHETC nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Contractor's failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

A. Termination for Cause

If the Contractor fails to perform as set forth under this agreement, FHETC may terminate the agreement in whole or in part, if, after receipt of written notice, Contractor fails to remedy such violations within the designated time period, which shall be fifteen (15) days.

B. Termination for Fraud

This agreement shall be terminated immediately in the event of fraud or program abuse.

C. Termination for Unavailability of Funds

FHETC may terminate this agreement in whole or in part, upon a fifteen (15) days written notice, should funds for any reason become unavailable to FHETC.

D. Termination for convenience of FHETC

FHETC by written notice may terminate the contract, in whole or in part, when it is in the best interest of FHETC. In such event, the Contractor shall receive payment for all work properly performed in an amount not to exceed the total obligated amount for the particular costs involved.

In the event of the termination of this Contract pursuant to Paragraphs A or B above, the FHETC shall be entitled to exercise any and all remedies available to it as a result of the termination of this Contract.

(38)OBLIGATION IN THE EVENT OF TERMINATION

In the event of termination under clause #33 hereof, the Contractor shall:

- A. Excepting activities necessary for orderly termination, cease provision of the services under the Contract on the date and to the extent specified in the Notice of Termination.
- B. Not place further orders or subcontracts for materials, services, or facilities, except as may be necessary for orderly termination and for completion of such portion of the services as are not terminated.

- C. Terminate all orders and subcontracts to the extent that they relate to the performance of services terminated by the Notice of Termination.
- D. Assign to the FHETC in the manner and to the extent directed by the FHETC, all of the rights, title, interest and obligation of the Contractor under the orders or subcontracts so terminated, in which case the FHETC shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- E. With the approval of the FHETC, to the extent it may require, which approval or satisfaction shall be final and conclusive for all purposes of this clause, settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts, the cost of which would then be reimbursable in whole or in part, in accordance with the provision of this Contract.
- F. When termination is partial, execute with FHETC an amendment to this Contract adjusting equitably the compensation payable on account of that portion of the services which are due to be continued as further stipulated within the "Amendments" clause contained herein.
- G. At the option of the FHETC, turn over all finished or unfinished documents, data, studies, survey drawings, maps, models, photographs, participant files and reports prepared by the Contractor under this Contract.
- H. Be compensated for all allowable costs incurred in performing the services hereunder prior to the effective date of termination.

(39) OTHER CONTRACT PROVISIONS

Other specific Contract provisions included in Part I. Statement of Work in the Contract shall apply to Contractor along with the general Contract provisions enumerated within Section A.

(40) AMENDMENTS

Either party may from time to time request changes in the scope of services to be performed under this agreement. Such changes, including any increase or decrease in the maximum obligation of this Contract, which are mutually agreed upon by FHETC and Contractor, must be incorporated by written amendment and signed by all parties. Should state or federal policies or procedures governing this initiative be modified during the period of performance of this agreement, they shall be incorporated into this agreement by reference to it, or by written amendment.

(41) CERTIFICATION

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

This certification is required by the Department of labor regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, for all lower tier transactions meeting threshold and tier requirements.

Instructions for Certification

1. By signing and submitting this proposal/Contract, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to the other remedies available to the Federal Government, the FHETC may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the FHETC if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings as set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should, the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the funding source.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions,” without modifications in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and the frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by the clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the FHETC may pursue available remedies, including suspension and/or debarment.

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, Section 85.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

(1) The prospective lower tier participants certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

Certification Regarding Lobbying
Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language 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 subrecipients shall certify and disclose accordingly.

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 section 1352, Title 31, U.S. Code. 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.

Contractee

Name of Certifying Official

Signature

Date

1. General Conditions Specific to WIOA Youth
2. EEO/Nondiscrimination Policy Statement
 - A. (English) Equal Opportunity Is the Law
(Spanish) Igualdad De Oportunidad Es La Ley
 - B. (English) WIOA Complaints/Grievances
(Spanish) WIOA Quejas/Ofensas
3. Drug-Free Workplace
4. Nondiscrimination and Equal Opportunity Requirements of WIOA

General Conditions Specific to WIOA YOUTH

1. Compliance with Federal, State and Local Regulations, Rules, Laws and Policies

The Contractor must comply with the Workforce Innovation and Opportunity Act of 2014, Public Law 113-128 (the “Workforce Innovation and Opportunity Act”), and which superseded the Workforce Investment Act of 1998, Public Law 105-220, 112 Stat. 936 (the “Workforce Investment Act”). The Contractor must comply with policies issued by Executive Office of Labor and Workforce Development (EOLWD) and the Department of Career Services.

2. WIOA Assurances and Certifications

The Contractor shall provide the services referenced herein, in accordance with the Workforce Innovation and Opportunity Act (WIOA) of 2014, Public Law 113-128 and Federal and/or State regulations and/or policy directives promulgated thereunder. Furthermore, the Contractor acknowledges and assures compliance with the following specific provisions set forth within WIOA:

- No WIOA funds shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.
- No WIOA funds shall be used to assist, promote, or deter union organizing. Furthermore, no program shall impair existing contracts for services or collective bargaining agreements. Where a collective bargaining agreement exists with the Contractor covering occupations in which training will be conducted, the Contractor is required to obtain a written concurrence from the appropriate labor organization and employer concerned.
- WIOA Title I funds may not be spent on the employment and training of participants in sectarian activities. Participants must not be employed under Title I of WIOA to carry out the construction, or maintenance of any part of any facility that is used or to be used for sectarian instruction or as a place for religious worship. However, WIOA funds may be used for the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship if the organization operating the facility is part of a program or activity providing services to WIOA participants.
- No officer, representative, or staff member of the Contractor shall charge an individual a fee for the placement or referral of such individual in or to a training program funded by WIOA.
- No WIOA funds shall be used for contributions on behalf of any participants to private retirement systems or plans.
- All laborers and mechanics employed by Contractor or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and work which are federally assisted under WIOA, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act of 1931.
- Individuals employed in activities authorized under WIOA shall be paid wages which shall not be less than the highest of (1) FLSA minimum wages or (2) State or local minimum wage.
- 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.
- Appropriate standards for health and safety in work and training situations will be maintained. All training and/or instruction provided to participants under the WIOA program will take place in an environment where appropriate standards for health, safety and comfort are maintained. Facilities will be adequately heated and ventilated; with adequate toilet, rest and lunch areas; easy access to portable water; and separate and clearly delineated non-smoking areas.
- No currently employed worker shall be displaced by any WIOA participant (including partial

displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits).

- No WIOA participant shall be employed or job opening filled (1) when any other individual is on lay-off from the same or any substantially equivalent job or (2) 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 WIOA participant whose wages are subsidized under WIOA.
- No jobs shall be created, through WIOA funds, in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.
- No Contractor will hire a person in an OJT position, administrative capacity or consultant position funded under WIOA if the individual, or a member of his/her immediate family, is employed in the administrative capacity of DOL, EOLWD, MA Department of Career Services, the Contractor or the FHETC. The Contractor agrees to inform the FHETC of any potential violation of the nepotism restriction.
- Conditions of employment and training, for WIOA participants, shall be appropriate and reasonable in light of such factors as the type of work, geographical region and proficiency of the participants.
- Contractor accepts sole responsibility for ensuring that all activities undertaken pursuant to this agreement comply with all applicable Federal, State, and local laws including, but not limited to, competitive bidding and procurement policies and procedures.
- The Contractor may not use any WIOA Title I funds, nor may any of the WIOA services to be provided by the Contractor be used for any partisan or non-partisan political activity or to further the election or defeat of any candidate for public office. The Contractor will comply, where applicable, with the provisions of the Hatch Act, which limit the political activity of certain State and local government employees, along with contractors, subcontractors and participants funded through the use of WIOA funds. The Contractor shall comply with 29 CFR 93 regarding the restriction on lobbying and the Certification and Disclosure requirements pursuant to Section 319 of Public Law 101-12.
- All funds authorized in title I of WIOA and Wagner-Peyser must be expended on only American-made equipment and products, as required by the Buy American Act (41 U.S.C. 8301-8305).
- All WIOA title I and Wagner-Peyser recipients of Federal awards must disclose as required at 2 CFR 200.113, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.338 (Remedies for noncompliance), including suspension or debarment.

3. Nondiscrimination & Equal Opportunity Employment

As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the Contractor assures that it will comply fully with the following:

- Section 188 of WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, sex (wages), genetics, retaliation, political affiliation or belief. and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I--financially assisted program or activity;
- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that it will comply with 29 CFR part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States, Massachusetts and the FHETC have the right to seek judicial enforcement of this assurance.

4. Accessibility Requirements

Pursuant to the Americans with Disabilities Act and the Rehabilitation Act of 1973, Contractor's will ensure that facilities where applicants or participants apply for services, engage in assessment or screening activities, or receive educational or skills training services, are accessible to persons with disabilities. This includes accessibility requirements delineated in Sections 504 and 508 of the Rehabilitation Act with respect to web sites and web applications. Contractors will make reasonable efforts to accommodate qualified applicants and participants.

5. Grievance Procedure

Any WIOA applicant or participant, the Contractor, or other aggrieved party who wishes to file a grievance because of alleged violations of the WIOA Act, rules, regulations, grant, or other agreement under the Act must follow the procedure specified in the Attachment "How to Register A Formal Grievance".

The FHETC will provide each program applicant with a copy of these grievance procedures. The Contractor, upon request of an applicant or participant, will also provide a copy of the grievance procedures.

Applicants must establish and maintain a procedure for grievances and complaints according to the requirements of 20 CFR 667.600. Pursuant to the procedures set forth below, any individual or organization may file a grievance alleging a violation of the Workforce Opportunities Act, rules, regulations, grants or other agreements made under the programs by the Commonwealth of Massachusetts, subrecipients or contractors. Grievances that do not involve a violation of the regulations, grant terms or other agreements under the programs are not subject to this procedure. With the exception of complaints alleging fraud, criminal activity or discrimination, the filing of a grievance under WIOA must be made within one year of the date of the alleged violation. Grievances under WIOA alleging discrimination, including those alleging gender discrimination, must be filed within one hundred eighty (180) days of the date of the alleged violation.

Where the alleged violation of program regulations is also an alleged violation of another law, regulation or agreement, nothing in this procedure precludes an individual or organization from filing a complaint or grievance under such other law or agreement with respect to the non-WIOA cause of action, at the same time that a grievance under this procedure is pending.

Any Contractor who is the recipient of WIOA funds shall continue to operate or shall establish and maintain for WIOA participants a grievance or complaint procedure relating to the terms and conditions of employment. Any Contractor who does not have a grievance procedure may use this procedure by submitting a letter requesting inclusion in these Grievance Procedures.

Contractors must inform participants of the grievance or complaint procedure they are to follow. The Contractor's procedures must provide, upon request by the complainant, a review of the Contractor's decision by the MA Department of Career Services or its designee, and by the Governor, or his/her designee, if necessary, in accordance with 20 CFR Parts 627.500 and 20 CFR Part 645.270.

6. Affirmative Action

The Contractor agrees to implement and maintain an Equal Employment Opportunity Program and a related Affirmative Action Plan. Such a program shall include (but is not limited to):

- a) Formulation and maintenance of a grievance resolution system for participants and staff. This procedure shall be used in all protests, disputes and claims causes in reference to this Agreement.
- b) Notification to all participants and staff, in writing, at enrollment or hire, of the Program's Grievance Resolution System, as well as the EEO and Affirmative Action compliance and other related activities.
- c) Designation of staff within the Contractor as responsible for EEO and Affirmative Action compliance and other related activities. Designation of a Grievance officer.

Any Contractor that does not maintain an Equal Employment Opportunity program and a related Affirmative Action Plan agrees to fully participate in the Equal Employment and Affirmative Action Programs and activities established by the EOLWD/FHETEC, including procedures to be established for monitoring EEO/AA activities.

Each Contractor will have a written Affirmative Action Plan that includes:

- a) A policy statement on equal opportunity and non-discrimination which is publicly posted.
- b) A staff utilization analysis which compares the staff of the Contractor to that of the SMSA labor market.
- c) Goals and timetables to correct identified deficiencies in utilization of women, minorities, and/or disabled individuals.
- d) Designation of a key staff person as the affirmative action officer.
- e) A process for coordinating recruitment and outreach efforts with agencies and organization representing protected classes for participants.
- f) A procedure for fair and open procurement ensuring equitable opportunities for minority, disabled, and women-owned businesses.

The Affirmative Action Plan shall be subject to review upon request by the FHETC. In the event Contractor does not have a written Affirmative Action Plan, one must be developed within thirty (30) days of the effective start date of this contract.

7. Confidentiality of Information

According to the State Policy Issuance 05-76, the FHETC is issuing the following policy to ensure the confidentiality of WIOA participant data.

In the course of performing their jobs, agency employees and vendors often have access to confidential or proprietary information, such as personal data about identifiable individuals or commercial information about business organizations. Under no circumstances is it permissible for employees or vendors to acquire access to confidential data unless such access is required by their jobs. Under no circumstances may employees or vendors disseminate any confidential information that they may have rightful access to, unless such dissemination is required by their jobs.

Contractors and Sub recipients must put in place safeguards and procedures to prevent the disclosure of WIOA confidential data within the Franklin Hampshire Workforce Development Area. This includes safeguarding access to computers containing confidential participants information including contact case management notes, safeguarding access to passwords, using the proper disposition of hard copy data containing participant information, adequately storing hard copy files of participant data, and taking such other precautions as necessary to preclude inadvertent or improper disclosure of such data.

EQUAL OPPORTUNITY IS THE LAW

It is against the law for this recipient of Federal financial assistance to discriminate on the following basis:

Against any individual in the United States, on the basis of race, color, religion, sex, national origin (including limited English proficiency), age, disability, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), genetics, retaliation, political affiliation or belief, or against any beneficiary of programs financially assisted under Title I of the Workforce Innovation and Opportunities Act of 2014 (WIOA), on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIOA Title-1 financially assisted program or activity.

The recipient must not discriminate in any of the following areas:

Deciding who will be admitted, or have access, to any WIOA Title 1-financially assisted program or activity;
Providing opportunities in, or treating any person with regard to, such program or activity; or making employment decisions in the administration of, or in connection with, such a program or activity.
Recipients of federal financial assistance must take reasonable steps to ensure that communications with individuals with disabilities are as effective as communications with others. This means that, upon request and at no cost to the individual, recipients are required to provide appropriate auxiliary aids and services to qualified individuals with disabilities.

WHAT TO DO IF YOU BELIEVE YOU HAVE EXPERIENCED DISCRIMINATION

If you think you have been subjected to discrimination under a WIOA Title 1-financially assisted program or activity, you may file a complaint within 180 days from the date of the alleged violation with either:

The recipient's Equal Opportunity Officer (or the person whom the recipient has designated for this purpose); or
The Director, Civil Rights Center (CRC), U.S. Department of Labor, 200 Constitution Avenue NW, Room N-4123, Washington, DC 20210.

If you file your complaint with the recipient, you must wait either until the recipient issues a written Notice of Final Action, or until 90 days have passed (whichever is sooner), before filing with the Civil Rights Center (see address above).

If the recipient does not give you a written Notice of Final Action within 90 days of the day on which you filed your complaint, you do not have to wait for the recipient to issue that Notice before filing a complaint with the CRC. However, you must file your CRC complaint within 30 days of the 90-day deadline (in other words, within 120 days after the day on which you filed your complaint with the recipient). If the recipient does not give you a written Notice of Final Action on your complaint, but you are dissatisfied with the decision or resolution, you may file a complaint with the CRC. You must file your CRC complaint within 30 days of the date on which you received the Notice of Final Action.

FOR INFORMATION OR TO FILE A COMPLAINT, CONTACT

Teri Anderson	or	Director
Equal Opportunity Officer		Civil Rights Center (CRC)
Franklin Hampshire Career Center		U.S. Department of Labor
One Arch Place		200 Constitution Avenue NW, Room N-4123
Greenfield, MA 01301		Washington, DC 20210
(413) 774-4361		(202) 219-8927

Verizon Telephone Relay Service: TDD/TTY: **1-800-439-2370** Voice: **1-800-439-0183**

Auxiliary aids and services are available upon request to individuals with disabilities

Equal Opportunity Employer/ Program

(Spanish)

IGUALDAD DE OPORTUNIDAD ES LA LEY

Es contra la ley que este destinatario de asistencia financiera federal discrimine por las siguientes razones:

En contra de cualquier individuo en los Estados Unidos por razón de, raza, color, religión, sexo, edad, incapacidad, origen nacional, sexo (ingreso), genéticos, desquite, afiliación política o credo; y En contra de cualquier beneficiario de programas asistidos financieramente bajo el Título I de “Workforce Innovation and Opportunities Act” del 2014 (WIOA), por razón del estatus de ciudadanía siendo un inmigrante legalmente autorizado para trabajar en los Estados Unidos o de su participación en cualquiera de los programas o actividades financieramente asistidos por WIOA Título I.

El destinatario no discriminará en ninguna de las siguientes áreas:

Decidiendo quien será admito o tendrá acceso a cualquiera de los programas o actividades de WIOA asistidos financieramente por el Título I; Proveyendo oportunidades en o el tratamiento de cualquier persona con relación a semejante programa o actividad; o en la toma de decisiones de empleo en las administración de o en conección con semejante programa o actividad.

QUE HACER SI USTED CREE QUE HA EXPERIMETADO DISCRIMINACIÓN?

Si usted cree que ha estado sujeto a discriminación bajo cualquiera de los programas o actividades de WIOA asistidos financieramente por el Título I, usted puede presentar una querrela dentro de los primeros 180 días después de la alegada violación al Oficial de Oportunidad de Igualdad (Equal Opportunity Officer) del destinatario (o la persona designada por el destinatario para este propósito): o El director del Centro de Derechos Civiles (Civil Rights Center (CRC)), U.S. Department of Labor, 200 Constitution Avenue NW, Room N-4123, Washington, DC 20210.

Si usted presenta un querrela al destinatario, deberá esperar hasta que el destinatario expida una Notificación de Acción Final por escrito o hasta que pasen 90 días (lo primero que suceda), antes de presentar la querrela al Centro de Drechos Civiles (Civil Rights Center) (vea la dirección arriba).

Si el destinatario no le provee una Notificación De Acción Final por escrito dentro 90 días de la fecha cuando usted presentó su querrela, usted no tiene que esperar que el destinatario expida la notificación antes de presentar su querrela al CRC. Sin embargo, deberá presentar su querrela dentro de 30 días después del límite de 90 días (en otras palabras, 120 días después de haber la querrela al destinatario).

Si el destinatario le expideuna Notificación de Acción Final por escrito respondiendo a su querrela pero usted no está satisfecho con la decisión o resolución, usted puede presentat su querrela a CRC. Su querrela deberá ser presentada al CRC dentro de 30 días de la fecha usted reciba su Notificación de Acción Final.

PARA INFORMACION O PARA REGISTRAR UNA QUERELLA, COMUNIQUESE CON

Teri Anderson	or	Director
Equal Opportunity Officer		Civil Rights Center (CRC)
Franklin Hampshire Career Center		U.S. Department of Labor
One Arch Place		200 Constitution Avenue NW, Room N-4123
Greenfield, MA 01301		Washington, DC 20210
(413) 74-4361		(202) 219-8927

Verizon Telephone Relay Service: TDD/TTY: **1-800-439-2370** Voice: **1-800-439-0183**
Ayudantes auxiliares y servicios est’an disponibles para individuos con incapacidades siasi lo requieren.
Programa de oportunidades de igualdad del empleo

WIOA Complaints/Grievances

The Franklin Hampshire Employment and Training Consortium is required to comply with the provisions of the WIOA law, its regulations, grants or other agreements. If you have a complaint or grievance resulting from an interaction at a Career Center you may contact the Complaint Officer to arrange an informal resolution. If a resolution cannot be agreed upon or you have a complaint or grievance about the WIOA Title I program(s) or activities which do not involve questions of equal opportunity or criminal activity, you may file a complaint within one year from the date the alleged violation with the Franklin Hampshire Employment and Training Grievance Officer:

Teri Anderson
Franklin Hampshire Career Center
One Arch Place
Greenfield, Massachusetts 01301
(413) 774-4361

A hearing on the grievance shall be conducted with 30 days after the filing of the grievance and a decision shall be made no later than 60 days after the grievance is filed. If the REB does not provide a decision within 60 days, you may request a review by the Department of Career Services Staff Monitor Advocate within 15 days of the date you were entitled a decision. If you are dissatisfied with REB's decision, within 10 days of receipt of the decision, you may request a review and/or a hearing by the DCS Staff Monitor Advocate:

Complaint Officer
Department of Career Services
19 Staniford Street, 1st Floor
Boston, MA 02114

If you do not receive a decision by the DCS Complaint Officer within 30-days, within 15 days of the date you were entitled to a decision you may request a review/appeal by the U.S. Department of Labor:

Original to:
U.S Department of Labor
Employment and Training Administration
200 Constitution Ave., NW
Washington DC, 20210
Attention: ASET

Copy To:
U.S. Department of Labor
Employment and Training Administration
John F. Kennedy Federal Building,
Boston, MA 02203

Criminal Complaints

All information and complaints involving fraud, waste, abuse or criminal activity shall be reported directly and immediately to:

Original to:
Office of the Inspector General
200 Constitution Avenue, NW Room S-5506,
Washington, DC 20210
or call 1-800-347-3756.

Copy To:
Office of Internal Control and Security
Charles F. Hurley Building
19 Staniford Street, 4th Floor
Boston, MA 02114

WIOA QUEJAS/OFENSAS

Es requerido que Franklin Hampshire Employment and Training Consortium cumplan con todos los requisitos legales que WIOA implica, al igual que sus reglas, regulaciones, pactos u otorgamientos. Si en algún momento durante su participación en uno de los Centros de Carrera tiene usted, una queja que presentar, debe de hacerlo lo mas pronto posible al Director(a) de dicho Centro para que este (a) a su vez haga una decisión informal. Si no a llegado a un convenio con la misma, o si usted tiene una queja relacionada con alguno de los programas o sus actividades bajo los programas WIOA Titulo I, la cual no tenga nada que ver con discriminación de igualdad o de actividad criminal, usted tiene hasta un año desde la fecha en que ocurrió dicha violación para someter la misma a la Oficina de Quejas de Regional Employment: (Por mandato de la póliza 05-08, la limitación se aplica solamente al Programa y Servicios Titulo III, no hay tiempo limite en la presentación de querellas bajo el Programa Titulo I).

**Teri Anderson
Franklin Hampshire Career Center
One Arch Place
Greenfield, Massachusetts 01301
(413) 774-4361**

El REB tendrá 30 días después de haber recibido su queja para conducir una audiencia, una decisión será dada a no más tardar de 60 días de la fecha que usted sometió la queja. Si el REB no le a proveído una decisión dentro de 60 días, usted puede apelar para una revisión de la misma al Monitor de Defensor para los Empleados de la División de Servicios (DCS) dentro de 15 días de la fecha que usted tenia que haber recibido dicha decisión. Si usted esta en desacuerdo con la decisión del REB usted puede pedir una revisión y/o audiencia de la misma dentro de 10 días al Monitor de Defensor para los Empleados de la División de Empleo y Entrenamiento (DCS).

**Complaint Officer
Department of Career Services
19 Staniford Street, 1st Floor
Boston, MA 02114**

Si, usted no recibe una decisión del Monitor de Defensor para los Empleados de la División de Servicios de Carrera (DCS) dentro de 30 días y a no más tardar de 15 días de la fecha que usted estaba supuesto a recibir dicha decisión usted puede apelar a una revisión y/o audiencia de la misma por el Departamento de Trabajo de los Estados Unidos.

Original:

**U.S Department of Labor
Employment and Training Administration
200 Constitution Ave., NW
Washington DC, 20210
Attention: ASET**

Copia:

**U.S. Department of Labor
Employment and Training Administration
John F. Kennedy Federal Building, Room E-350
Boston, MA 02203**

QUEJAS CRIMINALES

Todas las quejas y la información que envuelva fraude, desperdicio, o actividades de abuso criminal debe ser reportado directamente:

Original:

**Office of the Inspector General
200 Constitution Avenue, NW Room S-5506,
Washington, DC 20210
or call 1-800-347-3756.**

Copia:

**Office of Internal Control and Security
Charles F. Hurley Building
19 Staniford Street, 4th Floor
Boston, MA 02114**

DRUG-FREE WORKPLACES

In accordance with the Drug-Free Workplace Act implementing regulations please provide in the space below, a list of places where performance of work done in connection with this specific grant/agreement will take place (Place of performance, Street Address, City, County, State, and Zip Code). This information must be included with this signed document.

Place of Performance:

Street Address:

City: County: State: Zip Code:

Place of Performance:

Street Address:

City: County: State: Zip Code:

Place of Performance:

Street Address:

City: County: State: Zip Code:

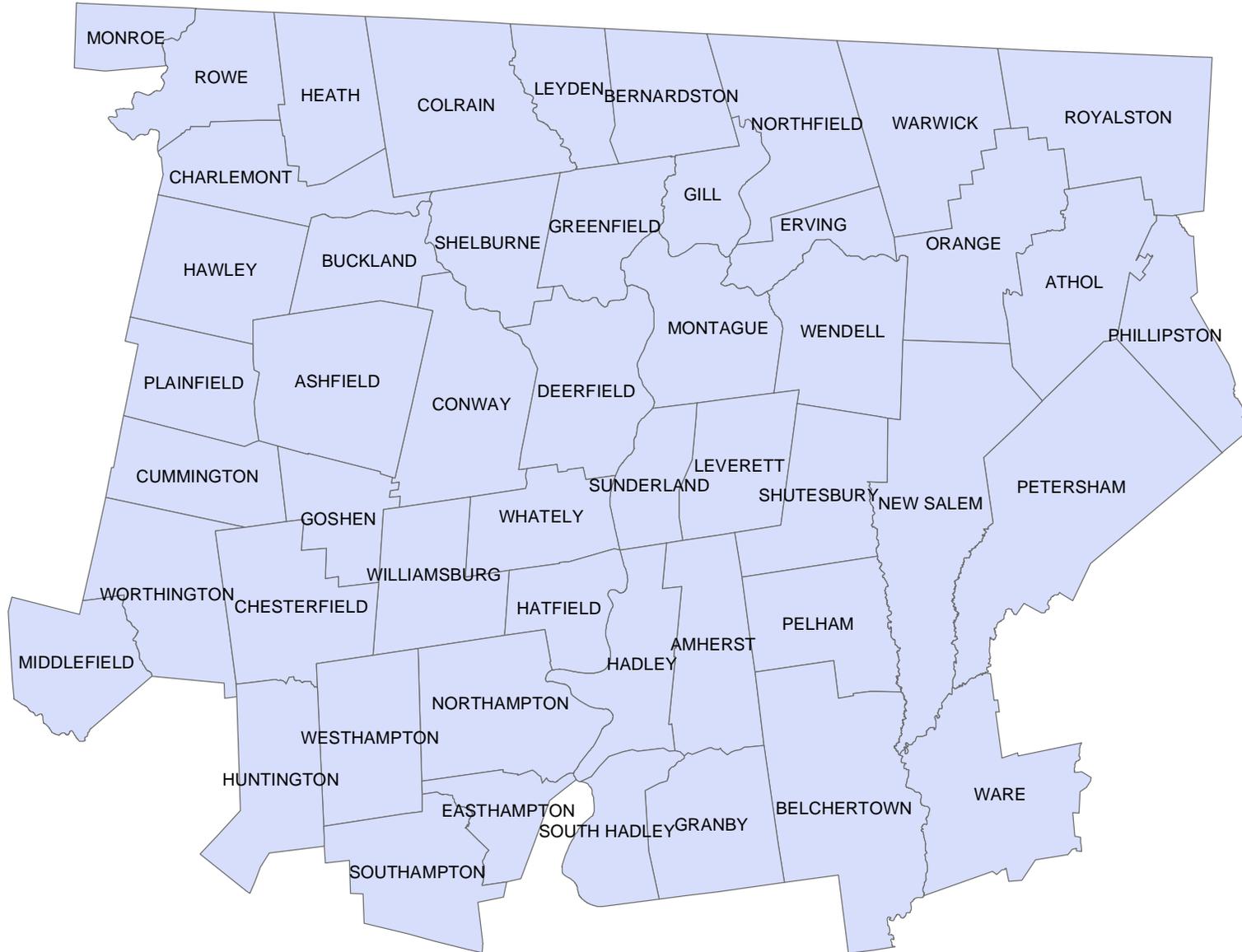
Place of Performance:

Street Address:

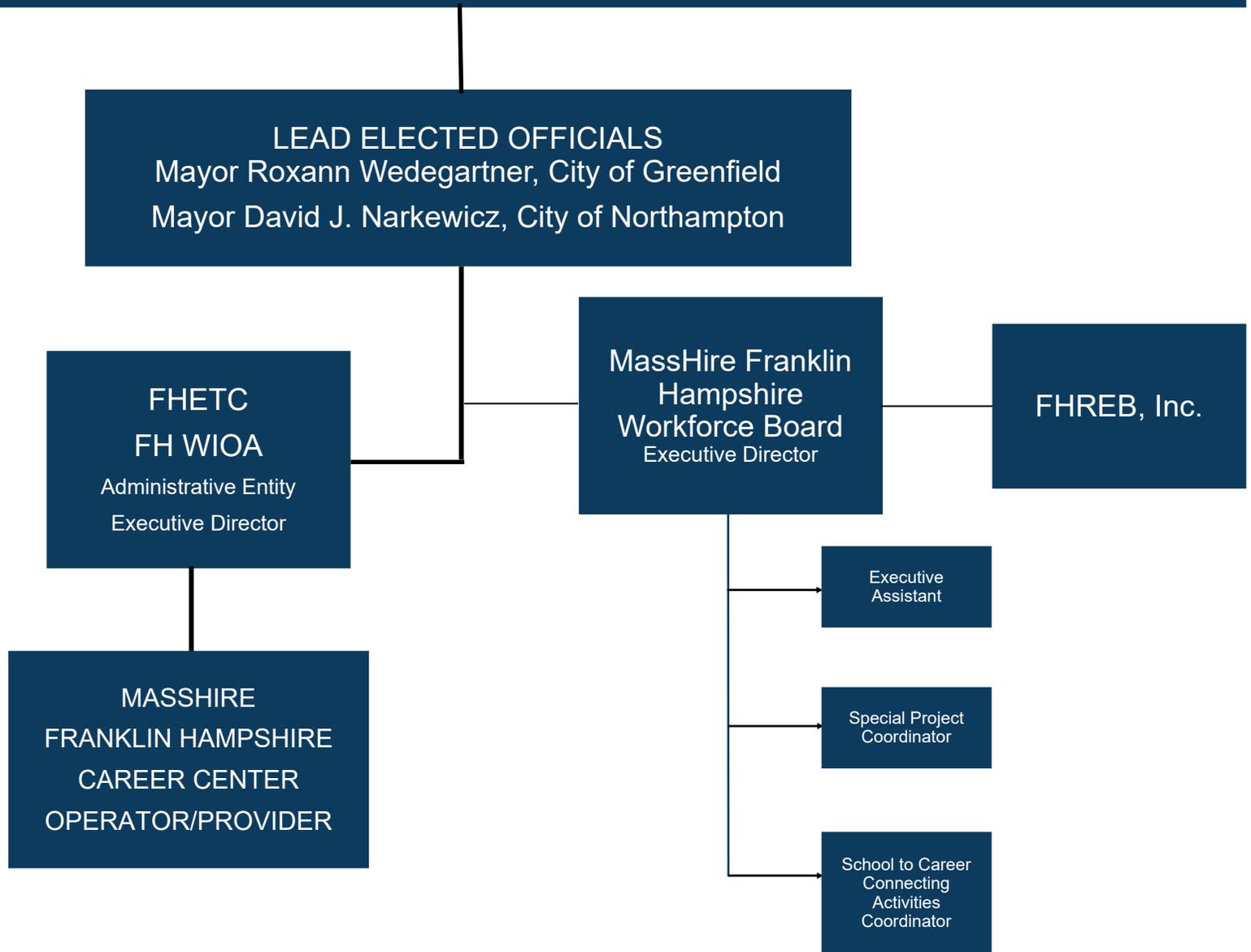
City: County: State: Zip Code:

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THE FRANKLIN HAMPSHIRE WORKFORCE DEVELOPMENT AREA
17% OF STATE'S LAND AREA
1400 SQUARE MILES
50 CIITIES AND TOWNS



FRANKLIN HAMPSHIRE WORKFORCE AREA: Governance Chart FY21



October 2020