

**Request For Proposals (RFP)
Youth Summer Jobs
April 23, 2009**

Greater New Bedford Workforce Investment Board, Inc.

**RESPONSES MUST BE RECEIVED NO LATER
DEADLINE EXTENDED TO
3 p.m., Friday, May 15, 2009**

Please submit one original of the proposal in a sealed envelope or package labeled as shown below:
Responses should be addressed to:

**RFP for Summer Youth Jobs
Work Readiness Training**
Name and Address of Respondent

Responses should be addressed and returned to:

Jean C. Fox, Youth Council Director
Greater New Bedford Workforce Investment Board, Inc.
227 Union Street, Suite 206
New Bedford, MA 02740

***In addition to the original paper copy, submit an electronic PDF version
via email to the following address:
SummerJobsForYouth@GNBWIB.org***

**The Greater New Bedford Workforce Investment Board will host a Pre-Submittal Conference:
Tuesday, May 5, 2009, from 1:00 – 3:00 p.m. at the Wamsutta Club, 427 County Street,
New Bedford, MA 02740**



The Greater New Bedford Youth Council is an Affirmative Action/Equal Opportunity Agency

I. GENERAL INFORMATION

A. Greater New Bedford Workforce Investment Board, Inc. (WIB)

The Greater New Bedford Workforce Investment Board, Inc. is the agent for delivering state and federally funded programs for employment, training, and economic development systems. The WIB oversees contractors, through a bid process, who deliver services authorized for Workforce Investment Act (WIA) Adult, Dislocated (laid off) Worker, and Youth.

B. Background

The recently enacted federal stimulus package, known as the American Recovery and Reinvestment Act (ARRA), provides funding to significantly increase summer employment opportunities for youth across the nation. The new funds will be administered at the federal level by the Department of Labor (DOL) under the existing Workforce Investment Act system, and at the state level by the Massachusetts Executive Office of Labor and Workforce Development. DOL is strongly encouraging that the majority of the ARRA youth funding be applied to youth employment in the summer of 2009. Formal implementation guidance will be released shortly by these agencies. Please note that the guidelines will include tracking and reporting requirements, as significant public, media, and federal auditing scrutiny is anticipated. **However, the two major changes for WIA youth funding include expanding the age for eligibility to 24 and requiring work readiness as the sole performance indicator for those WIA youth enrolled only in the summer component.**

The WIB and other state workforce investment boards are in the process of actively identifying organizations with the qualifications and experience to rapidly implement the program during the summer of 2009. Please refer to the accompanying attachments or visit www.doleta.gov for further clarification. Specific information may also be obtained by reading the Training and Employment Guidance Letter (TEGL) 14-08, which may be accessed through the Greater New Bedford Workforce Investment Board's website at www.WIB.org.

C. RFP Overview

The Greater New Bedford Workforce Investment Board, Inc. is issuing this Request for Proposals for youth summer jobs in the context of a rapid timeframe.

For purposes of this RFP and the ARRA stimulus funds, the period "summer" will be May 1, 2009 through September 30, 2009. Summer employment may include any set of allowable WIA youth services that occur during the above-referenced summer period, as long as a work experience component is included. The WIB will provide for the paid work experience wages (at the current minimum wage of \$8.00 per hour), unless specifically requested by the submitting organization. Liability and Workmen's Compensation Insurance are also covered through the WIB.

Where work readiness skill attainment will be the required measurement for summer component, submitting organizations must utilize the Massachusetts Work-Based Learning Plan (WBLP), which can be obtained through the WIB or by accessing www.skillslibrary.com. Training on the use of the WBLP will be available.

The work readiness goal represents a measurable increase in work readiness skills, which may include world-of-work awareness, labor market knowledge, occupational information, values clarification and personal understanding, career planning and decision making, and job search techniques (resumes, interviews, applications, and follow-up strategies). They also encompass survival/daily living skills, such as using the phone, telling time, shopping, renting an apartment, opening a bank account, and using public transportation. Positive work habits, attitudes, and behaviors such as punctuality, regular attendance, proper appearance, working well with others, constructive criticism, following instructions and completing tasks, showing initiative and reliability, as well as assuming responsibility are all essential work readiness elements. In addition, developing motivation and adaptability, coping and problem solving skills, and an improved self image are integral parts of job readiness training.

Incorporating “green” work experience activities will be a priority under the stimulus WIA Summer Youth program. Conservation and sustainability efforts representing existing green jobs can be used to provide training and work opportunities.

New Directions Southcoast, Inc., the frameworks services provider to the WIB, will provide tools and technical assistance to guide readiness training throughout the summer.

The integration of work-based and classroom-based learning will be an important activity under ARRA Sumer. A combination of these learning environments may be warranted to provide basic skills instruction, career exploration, and life skills training. Proposed activities should impart measureable communication, interpersonal, decision making, and other 21st Century Skills (see www.21stcenturyskills.org for specific information on 21st Century Skills).

Some examples of programs/services:

- Public work experience
- “Green” programs that involve outdoor learning and support conservation and sustainability efforts
- Dropout prevention and/or dropout recovery programming in a school-to-work context
- Group project based learning
- Entrepreneurial training
- Pre-employment and readiness training
- Community improvement projects
- Combination of work and academic instruction programs for students to maintain or increase academic skill level, attain academic or post-secondary credit, study skill instruction, Plato or other software credit recovery, or GED

- Similar strategies that meet the federal definition of summer employment.

Basic eligibility guidelines:

The WIA legislation, regulations and state policy define youth as one of three categories, as follows:

- (a) Younger youth, between 14 and 18, who are in or out of school;
- (b) Older youth, between the ages of 19 and 21, who may or may not have graduated from high school;
- (c) Out of school youth, between the ages of 16 and 21, who may or may not have graduated from high school, but who are not currently attending school.

For purposes of summer jobs for youth under economic stimulus, youth up to age 24 are eligible.

Under WIA, every effort is made to serve the most at-risk youth with WIA resources. As a result, all youth must be income eligible and have additional barriers to employment, including one or more of the following:

- i. deficient in basic literacy skills (i.e., computes or solves problems, reads, writes, or speaks English at or below a grade level of 8.9; or a person who is unable to compute or solve problems, read, write, or speak English at a level necessary to function on the job, in the individual's family, or in society);
- ii. homeless, a runaway, or a foster child,
- iii. court involved or offender,
- iv. an offender, and/or
- v. an individual who requires additional assistance to complete an educational program, or to secure and hold employment (i.e., is one or more grade levels below their age-appropriate grade level; has a disability, including a learning disability; OR faces a serious barrier to employment to be defined by the Youth Council and WIB).

Youth with an Individual Education Plan (IEP) are treated as a "family of one" when determining WIA financial eligibility under ARRA Stimulus.

An Out-of-School youth is defined as an individual who:

- Is an eligible youth who is no longer in school; or
- Is an eligible youth who has either graduated from high school or has earned a GED, but is basic skills deficient, unemployed, or underemployed.

In addition to determining the above, verification must be determined for the following:

- Residency – All participants must be residents of the WIB’s region. Except in situations where the certain exemptions may be necessary, as in the case of homeless individuals who cannot prove residence within the service delivery area;
- Citizenship/Eligible to Work – Participation shall be open to citizens and nationals of the United States, lawfully admitted permanent resident aliens, lawfully admitted refugees and parolees, and other individuals authorized by the Attorney General to work in the United States.
- Selective Service/Military Status – All participants must be in compliance with the Selective Service Act. All males who are at least 18 years of age and born after December 31, 1959, and who are not in the armed services on active duty, must be registered.

The federal stimulus dollars will allow for approximately 500 youth from the ten communities served by the WIB, which are Acushnet, Dartmouth, Fairhaven, Freetown, Lakeville, Marion, Mattapoisett, New Bedford, Rochester, and Wareham.

There are 10 WIA elements, which are desired for purposes of this proposal, but are not required. They are in Attachment I.

New Directions Southcoast, Inc. is the frameworks provider for the WIB and will process all youth applications. The applications for youth are available through New Directions and may be accessed by going to www.newdirectionssouthcoast.org. Applications are also available on the WIB’s website (www.GNBWIB.org) and have been placed in locations throughout the region. New Directions Southcoast will provide assistance to youth and their families in completing the applications and submitting the supporting documentation.

D. Eligible Proposal Applicants

Interested community-based organizations, school districts, post secondary institutions, faith-based organizations, and/or agency collaboratives may submit a proposal in response to this RFP.

II. PROPOSAL OVERVIEW

A. Application Due Date, Further Information, and Technical Assistance

Proposals are due on Wednesday, May 15, 2009. One original and one emailed copy of the proposal must be submitted to the WIB **no later than 3 p.m. on the due date.** Only complete applications received on or before the date noted above will be considered for review.

Submit to:

Jean Fox, Youth Council Director
Greater New Bedford Workforce Investment Board, Inc.
227 Union Street, Suite 206
New Bedford, MA 02740-5946

Technical Assistance: A bidders' conference during which technical assistance will be offered is scheduled for Tuesday, May 5, 2009 at The Wamsutta Club, 427 County Street, New Bedford, MA, from 1 – 3 p.m.

All questions and answers arising from the technical assistance session will be posted on the WIB website within two days of the session.

B. Amount Allocated

Funding for programs under this RFP are contingent on the final federal allocation received through the U.S. Department of Labor. At this time, the region anticipates a total of approximately \$1.57 million for In-School and Out-of-School youth.

There is no maximum grant award.

Programs may be awarded less than the amount proposed if it is determined that some elements of the proposed action plan are ineligible for funding; if insufficient amounts remain under the allocation to fund the amount proposed, and the Youth Council determines that partial funding is a viable option; if the Youth Council determines that a reduced grant would prevent duplicative federal funding; and/or the application has merit but requires additional technical assistance to meet federal or Youth Council expectations.

C. Term of Funded Activities

The grant term shall begin on May 1, 2009, or on the date of final contract execution (whichever is later) through the date that school resumes in late summer. Programs focusing on Out-of-School youth may deliver services through September 30, 2009. Contractors will have until October 31, 2009 to complete any outstanding reports and contract closeout requirements. Proposals may be funded for a second year (May 1, 2010 - September 30, 2010) contingent on successful performance outcome attainment and funding availability as a result of this RFP.

D. Application Selection Process

All applications will be evaluated competitively and ranked against other applications for this RFP. The Youth Council intends to distribute funds throughout the region. The following evaluation criteria will be used in the review process:

Program Design (60 points):

The proposal must reflect an understanding of the targeted population(s), a process to provide age and interest appropriate work and academic experience, and the ability to achieve program outcomes within the specified timelines.

Organizational Experience and Past Outcomes (15 points)

The proposal substantiates the delivery of similar services to similar youth or other populations in the past and has the capacity to achieve the outcomes identified in this RFP. The staffing plan as proposed must be deemed adequate to address the needs of the youth served and to meet federal reporting requirements. The qualifications and experience of the staff should be documented. In addition, the proposal underscores a history of providing the same or similar services to similar populations and achieving performance outcomes.

Budget (25 points):

The budget and budget narrative must adequately explain the budget rationale. The budget costs must be necessary, reasonable, allowable, and appropriate. The organization’s financial statement should reflect organizational stability.

Bonus Points (10):

Occupational or work experience training in high demand occupations with linkages to green jobs are eligible for additional points upon evaluation.

Bonus Points (10):

Proposals that have flexibility in the youth they serve (ages, services) and/or includes a community service component are eligible for additional points upon evaluation.

E. Forms and Certifications

- Form A: Proposal Cover Sheet
- Form B: Budget Requests
- Form C: Proposal Narrative
- Form D: Performance Measure

F. Submission Requirements

The application must include the above-noted Forms A through D. Other items to include:

- Letters to support collaboration
- Copies of job descriptions and resumes of personnel hired for funded positions;
- Financial statement

Documents required at time of contract execution:

All bidders must submit a copy of the most recent financial audit.

For non-school applications may also be required to submit the following:

Organization's Mission Statement

Certificate of Good Standing with the state Dept. of Revenue

Certificates of Insurance for Workers Compensation and General Liability

The Youth Council reserves the right to gather additional information from an applicant should it desire to do so during the review period.

This program is authorized under the Workforce Investment Act of 1998, Public Law 105-220 and the 2009 American Recovery and Reinvestment Act.

FORM B: BUDGET REQUESTS

Please submit proposed budget line items. Costs for supplies may be included. Supervisors' salaries are also allowable under the economic stimulus bill. The recommended level of supervision is one supervisor for up to 10 youth. Your program requirements may dictate different staffing levels.

The table below is provided as a basic template. Please feel free to construct your own spreadsheet. Do NOT include salaries for youth in your budget unless it is your intention to pay the youth through your program/organization.

For _____ youth, we are submitting the following budget.

Budget Line Item	Amount	Cost
Supervisory Personnel – Salaries and Wages		
Materials and Supplies		
Travel and Transportation		
Equipment Rental		
Premises		
Insurance and Bonding		
Service Fees		
Expendable Supplies		
Communications		
Training		
TOTAL		

Please provide supporting narrative below, as appropriate. Brevity and conciseness will be appreciated.

BUDGET NARRATIVE:

FORM C: PROPOSAL NARRATIVE

Applicant: _____

Please use bullets and be as succinct as possible.

In one to four pages, please describe your program and its delivery:

- Describe your organization and the job(s) or job readiness activities you propose. Include a description of the worksite.
- Describe the program proposed. Where will it take place? What are the transportation options?
- What ages of youth do you propose for your program?
- Describe how the youth will be supervised and what the proposed youth-to-staff ratio.
- What job readiness skills will the youth be acquiring?
- Is there a classroom component? If so, please describe what will take place and the time commitment expected.
- Please indicate if/how 21st century skills, “green” strategies/concepts/awareness, and/or English for Speakers of Other Languages is incorporated.
- Other: Share any information that may be considered relevant to reviewers in consideration of this proposal. This may include letters of support from partners, employers, job sites, and/or processes that you anticipate incorporating within your program delivery.

Do not include wages in calculations in budget unless your intent is to pay youth directly.

Type of Work Experience	Number of Participants	Estimated Number Of Work Hours Per Week	Number of Academic Hours per Week
Private Sector Placements			
Community-Based Worksites			
Other			

FORM D: Performance Measure

Performance Measure:

Attainment of work readiness skills as defined by the U.S. Department of Labor: a measurable increase in work readiness skills including world-of-work awareness, labor market knowledge, occupational information, values clarification, and personal understanding, career planning and decision making, and job search techniques (including, for example, resume preparation, interview skills and strategies, application completion, and follow up correspondence). They also encompass survival/daily living skills (including, for example, proper use of the telephone; financial literacy skills, such as banking, saving, budgeting; shopping, renting an apartment, and using public transportation). They also include positive work habits, attitudes, and behaviors such as punctuality, regular attendance, appropriate and neat appearance, positive personal interaction, good conduct, following instructions and completing tasks, accepting constructive criticism, showing initiative, creativity, and reliability, as well as assuming the responsibilities involved in maintaining a job. This category also involves developing motivation and adaptability, adopting effective coping and problem-solved strategies, and acquiring an improved self image.

The same standard established by the United States Department of Labor for the Commonwealth of Massachusetts will be the standard applied to all contractors.

ATTACHMENTS

- A. Corporate Certification**

- B. Public Agency Certification**

- C. Private Sole Proprietor/Partnership**

- D. Certification on Debarment & Suspension**

- E. Anti-lobbying Disclosure**

- F. Drug Free Workplace Compliance**

- G. Appeals/Grievance Procedures**

- H. General Contract Terms and Conditions**

- I. Ten WIA Elements**

ATTACHMENT A
CORPORATE CERTIFICATION

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

held on _____ at which all the Directors were present or waived notice, it
(Date)

was voted, that _____ of this company, be hereby
(Name) (Title)

authorized to execute contracts and bonds in the name and in behalf of said company, and affix

its corporate seal thereto; and such execution of any contract or obligation in this company's

name on its behalf by such _____ under seal of the company, shall
(Title)

be valid and binding upon this company.

A True Copy,

Attest: _____

(Clerk)

Place of Business: _____

Date of Contract: _____

I hereby certify that I am the clerk of the _____

that _____ is the duly elected _____ of said

company, and that the above vote has not been amended or rescinded and remains

in full force and effect as of the date of this contract.

_____ Corporate Seal

(Clerk)

(if available)

ATTACHMENT B
PUBLIC AGENCY CERTIFICATION

I, _____, certify that I am
Legal Officer of the _____
_____ : that _____

is the duly appointed Director of said Agency / Division

and that as such s/he has the authority to enter into
the foregoing agreement with the funding agency on
behalf of said Agency / Division.

(Signature)

(Title)

ATTACHMENT C

PRIVATE SOLE PROPRIETORSHIP/PARTNERSHIP

I, _____, certify that I am the

_____ of the _____

_____ ; that I have the authority to enter

into the foregoing agreement with the funding agency on behalf of

(Signature)

(Signature)

ATTACHMENT D

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, 29 CFR Part 98, Section 98.510, Participant' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(Before Completing Certification, Read Attached Instructions Which Are an Integral Part of the Certification)

1. The prospective recipient of Federal assistance funds 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 recipient of Federal assistance funds 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

Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.

2. The certification in this clause is a material representation of facts 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.

3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which 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.

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 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.

5. 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.

6. 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.

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 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.

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 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.

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 DOL may pursue available remedies, including suspension and/or debarment.

ATTACHMENT E

CERTIFICATION REGARDING LOBBYING

By signing the Contract, you agree to comply with the following:

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

- (1) No funds have been paid 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 employee of Congress, or any Massachusetts elected official, or WIB Board member in connection with the awarding of any Contract, the making of any grant or the making of any Federal or State loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal, State or local Contract, grant, loan or cooperative agreement.
- (2) If any funds other than federal or local 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, Massachusetts Elected official, or an officer or employee of Congress, an employee of a member of Congress or a Massachusetts elected official in connection with this Contract 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, sub-grants, and Contracts under grants, loans, and cooperative agreements) and that all* sub recipients 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, M.S. Code (for sections pertaining to Congress or its employees). 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 failure (again, pertaining to Congress, and its employees). For the remainder of those mentioned (Commonwealth and local elected officials, WIB Boards), where applicable, state and local statutes shall be used to determine appropriate provisions for penalties.

- * In these instances, "all" in the Final Rule is expected to be clarified to show that it applies to covered Contract transactions over \$100,000 (per OMB).

Name and Title of Authorized Representative

Signature

Date

ATTACHMENT F

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENT

- A. The Contractor certifies that it will or will not 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) Establishing an ongoing drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) 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 -
 - (1) Abide by the terms of the statement, and
 - (2) 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) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant office or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notices shall include the identification number(s) of each affected grant;

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraphs (d)(2), with respect to any employee who is so convicted -
 - (1) 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
 - (2) Requiring such employee to participate satisfactory 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).

B. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specified grant:

Place of Performance (Street address, city, county, state, zip code):

Name of Organization: _____

Name and Title of Authorized Signatory: _____

Signature: _____ **Date:** _____

ATTACHMENT G

GRIEVANCE PROCEDURE POLICY

Pursuant to the procedures set forth below, any individual or organization may file a grievance alleging a violation of the Workforce Investment Act, rules, regulations, grants or other agreements made under the programs by the Commonwealth of Massachusetts, DCS, sub recipients 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 WIA must be made within one year of the date of the alleged violation. Grievances under WIA 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-WIA cause of action, at the same time that a grievance under this procedure is pending.

Any Applicant who is the recipient of WIA funds shall continue to operate or shall establish and maintain for WIA participants a grievance or complaint procedure relating to the terms and conditions of employment. Any Applicant who does not have a grievance procedure may use the grievance procedure of the Greater New Bedford Workforce Investment Area.

Applicants must inform participants of the grievance or complaint procedure they are to follow. The Applicant's procedures must provide, upon request by the complainant, a review of the Applicant's decision by the Greater New Bedford Workforce Investment Area or its designee and by the Governor or his/her designee, if necessary, in accordance with 20 CFR Parts 627.501, 627.502, 627.503, 627.504 and 20 CFR Part 645.270 (f).

- (a) The Applicant 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):
 - 1. Formulation and maintenance of a grievance resolution system for participants and staff.
 - 2. 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.

3. Designation of staff within the Applicant as responsible for EEO and Affirmative Action compliance and other related activities. Designation of a Grievance Officer.
 - (b) Any Applicant 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 DCS, including procedures to be established for monitoring EEO/AA activities.
 - (c) This grievance procedure shall be used in all protests, disputes and claims causes in reference to this Agreement.

ATTACHMENT H

CONTRACTOR TERMS & CONDITIONS

NON-DISCRIMINATION EMPLOYMENT & EQUAL OPPORTUNITY

As a condition to the award of financial assistance from WIB under Title I of the Workforce Investment Act, (WIA), , the Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws: Section 188 of the WIA of 1998, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the U.S. or participation in any WIA 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 of the basis of age; and the title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs. The Contractor 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 Contractor's operation of the WIA Title I--financially assisted program or activity, and to all agreements the contractor makes to carry out the WIA Title I--financially assisted program or activity. The Contractor understands that the U.S. and Massachusetts have the right to seek judicial enforcement of this assurance.

POLITICAL ACTIVITIES, LOBBYING PROHIBITION & ANTI-BOYCOTT WARRANTY

The Contractor may not use any Contract funds and none of the services to be provided by the Contractor may 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 WIA funds. The Contractor shall comply with 29 CFR 93 regarding the restrictions on lobbying and the Certification and disclosure requirements pursuant to Section 319 of Public Law 101-121. Pursuant to Executive Order 130, or as amended, neither the Contractor nor any affiliated company of the contractor shall participate in or cooperate with any international boycott, as defined in Section 999(be)(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 interests 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.

DRUG FREE WORKPLACE

The Contractor agrees to adhere to the Drug Free Workplace Regulations and will so attest.

DEBARMENT AND SUSPENSION

The Contractor agrees to abide by the terms of the Debarment Certification to these Terms and Conditions.

SECTARIAN ACTIVITY PROHIBITED

No funds received under this contract will be used for the promotion of religious worship, instruction, other religious activity or anti-religious activity. Participants in the program will not be employed in the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship. WIA funds may be used for 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 WIA participants.

HEALTH AND SAFETY

Appropriate standards for health and safety in work and training situations will be maintained. All training and/or instruction provided to participants under the WIA or WTW program will take place in an environment where appropriate standards for health, safety and comfort are maintained. Participants in on-the-job training operated with WTW funds as defined in 20 CFR Part 645.220, or participants in on-the-job training operated with WIA funds as defined in 20 CFR Part 663.700, are subject to the same health and safety standards established under State and Federal law which are applicable to similarly employed employees, of the same employer, who are not participants in programs under WTW or WIA. Facilities will be adequately heated and ventilated; with adequate toilet, rest and lunch areas; easy access to potable water, and separate and clearly delineated non-smoking areas.

CHILD LABOR

No participant under 18 years of age will be employed in any occupation which the U.S. Secretary of Labor has found to be particularly hazardous for persons between 16 and 18 years of age (a list of such occupations is published in 29 PL Part 1500, Subpart E). Any eligible trainees under 16 years of age will be employed only in accordance with limitations imposed by 29 CFR Part 1500 Subpart C.

NEPOTISM ACTIVITY

No Contractor will hire a person in an On-the-Job Training position, administrative capacity or consultant position funded under WIA if the individual or a member of his/her immediate family is employed in the administrative capacity of DOL, DWD, NEW DIRECTIONS, WIB, DWDA, DCS, or the Contractor. The Contractor agrees to inform New Directions of any potential violation of nepotism restriction.

UNIONIZATION AND ANTI-UNIONIZATION

No WIA funds shall in any way be used to either promote or oppose unionization.

BUDGET/PELL GRANTS

The Contractor shall be paid by WIB under this Contract only in accordance with the approved budget. Where possible, the Contractor shall defray program costs through utilization of Pell Grants or other applicable client funding resources. The Contractor shall report to WIB, any financial award given to a GNBIB funded participant.

CORRECTIVE ACTION

If a contractor's performance is found not to comply with program performance as outlined in the terms and conditions of this Contract, the Contractor will be required to implement corrective action. Corrective action may be required of the Contractor under, but not limited to the following circumstances: The Contractor has failed to deliver services or products in the Contract; the Contractor failed to deliver these services or products according to the Contract schedule; or that the Contractor has failed to deliver at the quality and outcomes called for in the Contract.

SANCTIONS

WIB shall reserve the right to place sanctions on the Contractor for deficiencies concerning program performance. Wherever feasible, WIB shall give the Contractor an opportunity to prepare and carry out a corrective action plan. However, WIB's failure to provide the Contractor with an opportunity for corrective action shall not prevent WIB from imposing sanctions. Such sanctions may include, but are not limited to: termination or reduction of contract funding and withholding of payment.

GRIEVANCE PROCEDURE POLICY

Pursuant to the procedures set forth below, any individual or organization may file a grievance alleging a violation of the Workforce Investment Act rules, regulations, grants or other agreements made under the programs by the Commonwealth of Massachusetts, DCS, sub-recipients 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 WIA must be made within one year of the date of the alleged violation. Grievances under WIA 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-WIA cause of action, at the same time that a grievance under this procedure is pending.

Any Contractor who is the recipient of WIA funds shall continue to operate or shall establish and maintain for WIA 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 WIB's Grievance Procedure.

WIA administrative entities and Contractors must inform participants of 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 DCS or its designee and by the Governor or his/her designee, if necessary, in accordance with 20 CFR Parts 627.502, 627.503, 627.504, and 20 CFR Part 645.270 (f).

- a. 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):
 1. Formulation and maintenance of a grievance resolution system for participants and staff.
 2. Notification to all participants and staff, in writing, at enrollment or hire, of the Program Grievance Resolution System, as well as the EEO and Affirmative Action compliance and other related activities.
 3. Designation of staff within the Contractor as responsible for EEO and Affirmative Action compliance and other related activities. Designation of a Grievance Officer.
- b. 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 WIB, including procedures to be established for monitoring EEO/AA activity.
- c. This grievance procedure shall be used in all protests, disputes and claims causes in reference to this Agreement.

DISCLOSURE OF CONFIDENTIAL INFORMATION

- a. The Contractor shall maintain the confidentiality of any information regarding trainees, project participants and their immediate families that may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. Without the permission of the trainees or participants, such information shall be divulged only as necessary for purposes related to the performance or evaluation

of the Contract and to persons having responsibilities under the Contract. The Contractor shall comply with the provisions of the Fair Information Practices Act, Ch. 776 of the Acts of 1975, and with DCS policy.

- b. The Contractor agrees to take reasonable steps to ensure the physical security of such data under its control, including, but not limited to: fire protection against smoke and water damage; alarm systems; locked files, guards, or other devices reasonably expected to prevent loss or unauthorized access to electronically or mechanically held data; limited terminal access, access to input documents and output documents, and design provisions to limit use of personal data.
- c. The Contractor agrees that it will inform each of its employees, having any involvement with personal data or other confidential information, of the laws and regulations related to confidentiality. WIB shall have access to any data maintained pursuant to the Contract without the consent of the data subject. The Contractor shall use personal data and materials derived from such data only as necessary in the performance of this Contract.

MONITORING ACCESS

At any time during the term of this Agreement, Contractor shall permit the Government, the Director of the Department of Workforce Development, WIB, DWDA, the State Auditor, the Commissioner of DCS, and the U.S. Department of Labor or their designated representative to conduct on site evaluations and monitor program performance to ensure compliance with the terms of this Agreement. At any time during normal business hours and as frequently as deemed necessary, there shall be made available, for examination and audit, all contracts, invoices, payroll records, general ledger and supporting accounting records, personnel files, attendance records and any other data relating to all matters covered by this Agreement. Monitoring visits may include examination of participant case files, observation of program activities and interviews with staff and participants. Records may be copied at a reasonable expense, if necessary.

TERMINATIONS

This agreement is contingent upon the receipt of funds and 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 WIB has the unilateral right and absolute discretion to terminate this Agreement.

If the Contractor shall violate any of the covenants, agreements, or stipulations of this agreement, WIB, through its authorized representatives shall have the right to terminate this agreement by the giving of reasonable written notice of termination and specifying the effective date, or shall have the right to reduce or withhold compensation until the agreed-upon corrective action has been taken.

Attachment I – WIA 10 Essential Program Elements

The following elements, which are required in year-round programming, are desirable but not required.

1. Tutoring, study skills training, and instruction leading to completion of secondary school, including dropout prevention strategies through a school-site mentor;
2. Alternative secondary school services, with high academic standards, as appropriate
3. Summer employment opportunities that are directly linked to academic and occupational learning. Although private sector summer employment is preferred, wages may be 100% subsidized with WIA youth funds, or 50% for public work experience. No stipends are permitted with WIA youth funds;
4. As appropriate, paid and unpaid work and work-based learning experiences that teach all aspects of the industry and general workplace competencies, including internships, job shadowing, and school-sponsored workplace mentoring (please visit <http://www.gnbwib.org/YCRFRsFY09.html> for the child labor laws in Massachusetts);
5. Occupational skills training aligned with career majors/paths, as appropriate, including instruction in general workplace competencies and all aspects of industry;
6. Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social behaviors during non-school hours, including linking youth and adult mentors, as appropriate;
7. Supportive services and transition links;
8. Adult mentoring, including academic and workplace mentoring that links youth and adult learning, for the period of participation and a subsequent period, for a total of not less than 12 months;
9. Follow-up services for not less than 12 months after the completion of participation, as appropriate, including post-program placement;
10. Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, career awareness and exploration, as appropriate.