



WORKFORCE
DEVELOPMENT

REQUEST FOR QUALIFICATIONS

America's Job Center of California (AJCC) Consulting Services

PERFORMANCE PERIOD: July 1, 2017 through June 30, 2019

DATE RFQ ISSUED: February 16, 2017

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QUALIFICATIONS DUE: March 3, 2017 3:00 p.m.

SUBMIT TO: Jeanette Langdell
jangdell@novaworks.org

This RFQ is posted on NOVA's website at: link.novaworks.org/proposal

REQUEST FOR QUALIFICATIONS

America's Job Center of California Consultant

1.0 INTRODUCTION

The Workforce Board of the North Valley Job Training Consortium (NOVA) is issuing this Request for Qualifications (RFQ) for America's Job Center of California (AJCC) consultant services, pursuant to the Workforce Innovation and Opportunity Act (WIOA) Section 121[d]. It is the intent of NOVA to enter into a vendor relationship with a qualified individual or organization capable of providing the services described within this RFQ. Included in this RFQ are a scope of services and tasks and other information describing this opportunity. The performance period is July 1, 2017 through June 30, 2019. Due to WIOA funding cycles, the successful applicant will initially be awarded one year of funding, with a second year added pending future funding. The contract may be renewed for up to two additional years dependent on funding and performance.

2.0 BACKGROUND

NOVA is a nonprofit, federally funded employment and training agency that provides customer-focused workforce development services. We work closely with local businesses, educators and job seekers to ensure that our programs provide opportunities that build the knowledge, skills and attitudes necessary to address the workforce needs of Silicon Valley.

NOVA has been granted authority by the State of California to administer WIOA programs for a local workforce development area (Local Area) serving the region of San Mateo County and northern Santa Clara County (Cupertino, Los Altos, Milpitas, Mountain View, Palo Alto, Santa Clara, and Sunnyvale). NOVA is directed by the NOVA Workforce Board and administered by the City of Sunnyvale on behalf of the consortium of jurisdictions. San Mateo County is a relatively recent addition to the consortium (July 2015), and NOVA has been actively engaged in outreach to local educational agencies and nonprofits to promote services and identify partnership opportunities.

Every Local Area must have at least one comprehensive America's Job Center of California (AJCC) location that provides access to the full range of WIOA employment services, training and education, employer assistance, etc. Services in northern Santa Clara County are provided through a comprehensive America's Job Center of California (AJCC) location in Sunnyvale, California (NOVA Job Center) with services provided by NOVA. In San Mateo County, AJCC services are provided by service providers under contract to NOVA. See www.novaworks.org for additional information about NOVA.

The AJCCs, also known as "one-stops," are the core of California's workforce development system. A comprehensive AJCC is a physical location where job seekers and employers have access to the programs, services, and activities of all the required AJCC partners. The AJCC partners have agreed to align and coordinate workforce and economic development, educational, and other human service programs. Mandated partners include the following:

- WIOA Title I Adult, Dislocated Worker, and Youth
- WIOA Title II Adult Education and Literacy
- WIOA Title III Wagner-Peyser
- WIOA Title IV Vocational Rehabilitation
- Carl Perkins Career Technical Education
- Title V Older Americans Act
- Job Corps
- Migrant Seasonal Farmworkers (Section 167)
- Veterans
- Youth Build
- Trade Adjustment Assistance Act
- Community Services Block Grant
- Housing & Urban Development
- Unemployment Compensation
- Second Chance
- Temporary Assistance for Needy Families/CalWORKs

Under WIOA, local workforce development boards are responsible for entering into a Memorandum of Understanding with each of the AJCC partners that outlines the operations of the overarching One-Stop delivery system (WIOA Section 121[c]). The law envisions that local boards will act as the shaper of how One-Stop services are delivered within their Local Area. See link.novaworks.org/strategicplan for NOVA’s strategic local plan for program years 2017–20.

Local Areas are required to competitively procure a “one-stop operator” to assist with coordination of services among all AJCC partners and service providers in the local area. This limited role then allows the Local Board (NOVA) to focus on strategic planning and the provision of career services.

The workforce development system in the NOVA region is comprised of a variety of diverse programs serving both wide audiences as well as specialized populations. NOVA is woven into the fabric of this system and often plays a convening or connecting role between the various organizations. NOVA currently collaborates with regional agencies, both including and in addition to the AJCC required partners, and convenes a quarterly meeting of these stakeholders to discuss service coordination and provide professional development and capacity building.

With NOVA’s new role as the LWDA for San Mateo County, NOVA has proactively reached out to workforce-related organizations in San Mateo County to ensure alignment of services, provide resources, and elicit input for our programs. This includes community colleges and adult education, as well as specialized service providers. NOVA’s one-stop operator will assist with partner identification to ensure San Mateo County agencies are represented on our Stakeholders’ group.

In order to promote service alignment and implement the State’s policy strategies, NOVA is procuring an AJCC Operator whose chief function will be to facilitate partner engagement by convening the quarterly meetings of the AJCC partners and stakeholders. This RFQ is to solicit a consultant to serve in that role.

3.0 SCOPE OF WORK

Per WIOA regulations at 20 CFR 678.620(a), “At a minimum, the one-stop operator must coordinate the service delivery of required one-stop partners and service providers.” On behalf of the NOVA Workforce Board and in conjunction with NOVA staff, the selected AJCC Operator will:

- Convene and facilitate quarterly partner meetings to ensure effective delivery of services to shared customers including but not limited to all of the following:
 - Establishment of a charter for the group
 - Facilitation of establishment of shared goals (e.g. cross referral system, training needs, etc.)
 - Preparation of meeting agendas, in coordination with NOVA staff
 - Development of a write-up following each meeting summarizing discussions, agreements, and next steps.

NOVA has staff currently assigned to work with stakeholders on an ongoing basis to share resources and partner on initiatives. Staff will continue in that role, as well as participating in the quarterly meetings.

4.0 QUALIFICATIONS

The types of entities eligible to apply as a consultant under this RFQ include the following:

- An institution of higher education.
- An employment service state agency established under the Wagner-Peyser Act.
- A community-based organization, nonprofit organization, or workforce intermediary.
- A private for-profit entity.
- A government agency.
- Another interested organization or entity, which may include a local chamber of commerce or other business organization, or a labor organization.

A potential consultant responding to this RFQ should have the following qualifications:

- Knowledge of and experience with organizations in the public and nonprofit sectors in the local community. In particular, knowledge of service providers in San Mateo County is desirable.
- Demonstrated experience in meeting facilitation.
- Ability to be flexible, collaborative, and resourceful in working with multiple organizations.

A consultant serving in the AJCC Operator role must adhere to the following (Title 20 CFR Section 678.600):

- Disclose any potential conflicts of interest arising from the relations of the consultant with particular training service providers or other service providers in accordance with Uniform Guidance Section 200.318.

- Do not establish practices that create disincentives to providing services to individuals with barriers to employment who may require longer-term services, such as intensive employment, training, and education services.
- Comply with federal regulations and procurement policies relating to the calculation and use of profits as outlined in Uniform Guidance.
- Adhere to any applicable firewalls or internal controls.

5.0 BUDGETARY CONSIDERATIONS

This RFQ solicits services for a two-year period. However, due to the cycle of WIOA allocations, funding will be awarded in one-year increments. Funding for the initial year of the contract will range from \$10,000 to \$15,000, dependent on consultant experience and rates, and based primarily on the consultant preparing for, facilitating, and summarizing quarterly stakeholder meetings (total time estimated at approximately 100 hours). Please see State of California Workforce Services Directive 15-22, *Consultant Services and Pay*, for guidance relative to consultant pay.

6.0 RFQ SUBMITTAL AND REQUESTED INFORMATION

Submittals should include:

- Introduction:* Provide a brief letter of introduction on letterhead transmitting all RFQ information and including an electronic signature.
- Experience:* Provide a profile of experience that the proposer has had with public and nonprofit organizations in the region, highlighting San Mateo county entities if possible, as well as meeting facilitation experience.
- References:* Provide references from public and nonprofit organizations and information about work related to this project.
- Proposed fees and costs:* Provide proposed total cost along with an hourly rate for members of the team who would be involved in the project.
- Conflict of interest:* Disclose any potential conflicts of interest arising from the consultant's relationship with WIOA service providers. If none, provide a statement to that effect.

7.0 RECEIPT OF QUALIFICATIONS

Responses must be received electronically by 3:00 p.m. on Friday, March 3, 2017. Please e-mail proposals to Jeanette Langdell at klangdell@novaworks.org. Proposals not received by the due date and time will be rejected.

8.0 SELECTION PROCESS

NOVA will conduct a selection process to determine the best and most appropriate consultant(s) to meet its needs, as follows:

- NOVA shall call for an RFQ response from interested and qualified individuals.
- NOVA staff shall screen all responses. Screening criteria may include, without limitation:

- Depth of workforce-related knowledge and relationships beneficial to the project
- Facilitation experience
- Experience on projects of similar size and scope
- Capability to deliver timely and high quality services
- Reference checks on previous projects
- Professional fee schedule

c) NOVA may interview RFQ responders and shall enter into contract negotiations with the responder(s) deemed best and most appropriate. The parties will seek agreement on services and fees. If negotiations are not successful, NOVA may enter into negotiations with other organizations—in its sole discretion—and seek to reach agreement. This RFQ does not commit NOVA to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalists shall pay their own costs incurred in preparing for, traveling to, and attending interviews.

9.0 PRINCIPALS AND REJECTION STATEMENT

RFQ respondents are advised that NOVA will only deal with principals or their designated agents with regard to this RFQ. Furthermore, it is to be understood by principals and their agents that NOVA is not obligated to accept any RFQ response or to negotiate with any respondents and NOVA reserves the right to accept the response that will best serve its interests. Additionally, NOVA reserves the right to negotiate simultaneously with more than one respondent if, in NOVA's sole opinion, it believes that simultaneously negotiating with more than one respondent is in the best interests of NOVA.

10.0 OWNERSHIP OF SUBMITTED MATERIALS

All responses and related materials received by NOVA become its property and may be returned only at NOVA's option. This clause also pertains to all documents and other materials generated or produced during the evaluation process.

11.0 INSPECTION

As part of the review process, NOVA reserves the right to obtain any and all information associated with this RFQ, including, but not limited to: inspecting service sites and/or equipment; contacting any individuals, agencies or employers listed in a proposal; or contacting other sources who are knowledgeable of the bidder's performance, qualifications and or financial solvency.

12.0 ACCEPTANCE OF QUALIFICATIONS

This RFQ does not commit NOVA to award a contract, to pay any costs incurred in the preparation of a proposal to this request, or to procure or contract for services or supplies. NOVA reserves the right to accept or reject any or all responses received as a result of this request, to negotiate with all qualified sources, or to cancel in part or in its entirety this RFQ if it is in the best interest of NOVA to do so. NOVA may require the offerors selected to participate in negotiations, and to submit such price, technical, or other revisions of their proposals as may result from negotiations.

13.0 TYPE OF CONTRACT

NOVA reserves the right to utilize the most appropriate contract methodology, including performance-based and/or cost reimbursement. As NOVA's fiscal agent is the City of Sunnyvale, the contract will be issued in the name of the City of Sunnyvale. Contracts pursuant to this RFQ process will be subject to contracting requirements of the City of Sunnyvale.

14.0 CONTRACT AWARD

NOVA may award a contract based upon offers received without discussion of such offers with the offeror. Each offer should be submitted in the most favorable terms from a price and technical standpoint. However, NOVA reserves the right to request additional data or oral discussion/presentation in support of submitted qualifications.

Prior to any contract negotiations, the applicant/agency must be prepared to submit the following as applicable:

- State and federal ID numbers
- Proof of insurance
- Signatory authorization
- Audit report for the past fiscal year

15.0 INSURANCE AND INDEMNIFICATION REQUIREMENTS

If awarded the contract, the Contractor must comply with the City of Sunnyvale's requirements, as follows:

Insurance

The Contractor shall procure and maintain during the term of an agreement, insurance, in compliance with the sections below unless expressly waived, in writing, by the City. On or before commencement of the contract, Contractor shall furnish City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage. Endorsements naming City as Additional Insured shall be submitted with the insurance certificates.

1. **Commercial General Liability**: \$1,000,000 per occurrence for bodily injury, personal injury and property damage and \$2,000,000 aggregate. ISO Occurrence Form CG 0001 is required.
2. **Automobile Liability**: \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 is required.
3. **Workers' Compensation** Statutory Limits and **Employer's Liability**: \$1,000,000 per accident for bodily injury or disease.

The liability and automobile insurance policies shall name the City as an additional insured only

to the extent of the indemnification contained herein and shall provide at least thirty (30) days prior written notice to City of cancellation of the policy or reduction in the coverage.

The City will accept evidence of self-insurance from the Contractor that meets the above requirements.

Indemnification

Subcontractor shall defend, indemnify, and hold harmless Contractor, its officers, employees, agents and volunteers from and against any claims, losses, injuries, suits, actions or judgments and from any and all liability for any and all claims, losses, injuries, suits, actions or judgments filed or brought by any and all persons because of or arising or resulting from, or in connection with any negligent act, omission or willful misconduct by Subcontractor, or its officers, employees, agents or representatives. Subcontractor further agrees to reimburse Contractor for all costs, reasonable attorneys' fees, expenses and liabilities incurred in any legal action arising out of any obligation of Subcontractor to be performed under this Agreement or arising from any negligence or willful misconduct of Subcontractor, its officers, employees, agents or representatives. Nothing in this section shall be construed to prohibit apportionment of liability, damages and related defense costs as between Subcontractor and Contractor for third-party claims in accordance with applicable provisions of California law. Contractor shall notify Subcontractor of any third-party claims related to this Agreement within thirty (30) days of receipt, however, failure to provide such notice shall not operate to waive Subcontractor's obligations under this Section.