



WORKFORCE
DEVELOPMENT

REQUEST FOR QUALIFICATIONS

Workforce Innovation & Opportunity Act Regional Organizing Services

PERFORMANCE PERIOD: July 1, 2017 through March 31, 2019

DATE RFQ ISSUED: April 24, 2017

CONTACT PERSON: Jeanette Langdell
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QUALIFICATIONS DUE: May 4, 2017 3:00 p.m.

SUBMIT TO: Jeanette Langdell
jlangdell@novaworks.org

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

REQUEST FOR QUALIFICATIONS

Workforce Innovation & Opportunity Act Regional Organizing Services

1.0 INTRODUCTION

The Workforce Board of the North Valley Job Training Consortium (NOVA) is issuing this Request for Qualifications (RFQ) for regional organizing services, pursuant to the Workforce Innovation and Opportunity Act (WIOA). 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 March 31, 2019. The contract may be renewed 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 outreaching 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.

Each Local Area in California is part of a larger regional group of Local Areas, collectively known as a Regional Planning Unit (RPU). NOVA is part of the Bay-Peninsula RPU, which also includes the workforce areas serving southern Santa Clara County, San Francisco, and San Benito County.

NOVA is currently the lead workforce area for the Bay-Peninsula RPU. In this role, NOVA will act as a fiscal agent for State regional organizing funds and will provide oversight and guidance to a Regional Organizer who will work to deepen the regional coalition and

workforce/education/economic development partnerships, engage industry (both employers and labor who represent the best quality jobs and most projected job openings in the region) as champions and full partners in the workforce system, and support the implementation of regional plans. This RFQ is to procure a consultant or organization to provide services to NOVA as the Regional Organizer for the Bay-Peninsula RPU. Because the lead workforce area in the RPU is subject to change, other regional workforce boards may use this procurement in the future.

3.0 SCOPE OF WORK

The selected Regional Organizer will perform work on behalf of the NOVA Workforce Board and in conjunction with NOVA staff to support the development of regional workforce leadership. Specifically, regional organizing may include:

1. Acting as the liaison between the State Board and regional leaders.
2. Encouraging alignment of workforce development, education, and economic development in efforts to engage industry champions and promote services to individuals with barriers to employment.
3. Supporting ongoing dialogue between labor, business, education, community, and the public workforce system around supporting regional industries and employers with the best job prospects.
4. Connecting State Board members and technical assistance providers with regional partners to assist in implementation opportunities and challenges, including identifying policy obstacles and overcoming obstacles.
5. Supporting implementation of regional workforce development strategic plans.
6. Identifying promising practices that link policy and practice.
7. Identifying related and relevant state and federal grant projects that should be coordinated in a common regional effort.
8. Coordinating with State-level partners to identify issues and concerns regarding implementation of regional plans and efforts to support industry engagement.
9. Working with regional coalitions, the California Workforce Association (CWA), and State Board to build capacity of local board staff and partners.

Deliverables and outcomes will include:

1. Plan for unified regional industry outreach/engagement
2. Identification of industry leaders and champions (including labor and employers)
3. Refined strategies for system alignment, upward mobility for all Californians, and demand-driven skill attainment
4. Increased capacity of local board staff and partners
5. Increase efficiencies and reduced duplication through regional cooperation

4.0 QUALIFICATIONS

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

- Knowledge of and experience with workforce development, education, and/or economic development.
- Demonstrated experience in meeting facilitation.
- Ability to be flexible, collaborative, and resourceful in working with multiple organizations.

5.0 BUDGETARY CONSIDERATIONS

This RFQ solicits services for a term of July 1, 2017 through March 31, 2019. Funding for this period will be up to \$72,500 dependent on consultant experience and rates. Please see State of California Workforce Services Directive 15-22, *Consultant Services and Pay*, for guidance relative to consultant pay. Dependent on future State funding and on contractor performance, the agreement may be renewed.

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 workforce, education, and/or economic development, as well as meeting facilitation experience.
- References*: Provide references from public and/or 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 Thursday, May 4, 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.