



NOTICE OF AVAILABILITY OF FUNDS

WORKFORCE ALLIANCE OF THE NORTH BAY

Request for Proposals (RFP)

Issue Date: April 12, 2018

The Workforce Alliance of the North Bay does not discriminate on the basis of sex, race, color, religion, disability, marital status, or national origin in employment or in its educational programs and activities. Auxiliary aids and services are available upon request to individuals with disabilities. Alternative formats will be made available upon request.

1. SUMMARY

The Workforce Alliance of the North Bay (WANB) was formed in May 2016, as a Joint Powers Agency responsible for the policy making and implementation of the Workforce Innovation and Opportunity Act (WIOA) programs and services administered in Lake, Marin, Mendocino and Napa counties via their respective America's Job Centers of California (AJCCs). The counties decided to merge for various reasons including common industries, labor pool/workforce and a desire to consolidate both the administrative and the planning functions from the three counties into a single governance structure. By working across county boundaries, the WANB provides several benefits. The workforce and the business community will gain an improved labor market information system, more efficient governance/administrative system that will achieve economies of scale; and inclusive and better-performing job centers.

The WANB Governing Board has a critical role in the creation and oversight the workforce system in Lake, Marin, Mendocino and Napa Counties with the following responsibilities:

- Serve as the local WIOA grant recipient and bear the liability for funds flowing to the regional workforce development area.
- Determine the local administrative entity that will be the local grant recipient and fiscal agent for the disbursement of the funds.
- Determine the size and appoint members to the regional board based upon the criteria established by WIOA.
- In coordination with the regional board, produce and submit a comprehensive regional plan that meets all the requirements of WIOA.
- Work with the regional board and the Governor to negotiate local performance accountability measures as part of the local workforce strategic plan.
- In coordination with the regional board, develop workforce investment activities and approve providers of WIOA services.

- Approve and monitor as required the WIOA budget/expenditures, activities and performance outcomes including the one-stop delivery system.

The WANB is requesting proposals from qualified applicants to provide a business engagement representative that will provide services throughout the WANB region with a focus on an assigned geographic area of the region. The Business Engagement Representative (BER), being procured by this Request for Proposal (RFP) will be the key point of contact between the business community and the workforce development system in one or more of the counties located in the region. It is expected that we shall enter into an employee loan agreement for the BER and that the BER shall be able to contribute up to 40 hours per week, not including weekends and holidays.

Proposals costs shall include all overhead, insurance, wages, and operating costs. This employee shall be a supervised by the WANB.

REQUEST FOR PROPOSAL TIMELINE

ACTIVITY	DATE
Release RFP	April 12, 2018
End of questions period	April 20, 2018
All proposals due to WANB office by 5:00 p.m.	April 30, 2018
Proposal Evaluation Committee meets	May 1-4, 2018
Interview candidates	May 7, 2018
Selected contractor	May 8, 2018
Award notification	May 8, 2018
Approval of contract	May 9, 2018

CONTRACTORS QUALIFICATIONS

This RFP is open to public agencies, non-profit agencies, for-profit agencies, proprietary business entities, or any other qualified service provider.

The WANB may make reasonable investigations deemed necessary and proper to determine the ability of contractor to perform the work, and the contractor shall furnish to WANB all information for this purpose that may be requested. Contractors may be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFP. Contractor will be paid on a cost reimbursement basis after satisfactory work has been completed and invoice submitted.

The WANB reserves the right to reject any proposal if the evidence submitted by, or investigation of the contractor fails to satisfy WANB that said contractor is properly qualified to carry out the obligations of the contract and to complete the work described therein.

No proposal will be accepted from, or contract awarded if, there is a pending or threatened litigation involving a contractor in which a claim is made that the contractor provided or furnished materially defective workmanship or materials and/or that the contractor failed to substantially comply with the contract terms and conditions.

SCOPE OF WORK - DELIVERABLES

The successful respondent must work in partnership with Workforce Innovation and Opportunity Act (WIOA) program staff. The successful respondent will represent the WANB and its partners in all dealings with businesses and the community at large.

The following is a representation of the duties expected of the Business Engagement Representative (BER):

1. The BER will connect employers to the workforce system, gather business intelligence and assist in the development of a workforce and economic development partnership by developing relationships with businesses, economic development

organizations and Small Business Development Centers. The goals of this effort are to:

- Increase employment levels locally/regionally.
 - Promote WANB affiliated brands.
 - Compile and gather business intelligence to better understand the needs of business for workforce development solutions.
 - Communicate, facilitate and coordinate services with state, regional and local entities.
 - Work with economic development and industry professionals in business retention, and expansion activities as needed.
2. In response to business community needs, work with community partners to plan events, meetings, workshops and other gatherings to disseminate business solutions and other information. Provide information to employers, to raise awareness about all WANB affiliated services including but not limited to America's Job Centers of California (AJCC) youth programs, on-the-job training programs, specialized recruitment and placement, screening services, etc.
 3. Establishes and manages business relationships designed to target champions within selected industry sectors defined by the WANB to ensure the workforce system is perceived as a solution provider to business.
 4. Acts as liaison with businesses in targeted industries to support education and training programs that lead to recognized credentials of value in the industry with the goal of upward mobility for underemployed, dislocated and adult workers.
 5. Deliver presentations to business and trade organizations regarding workforce related topics and services.
 6. Evaluate the workforce development and hiring/recruitment needs of businesses and develop solutions- based strategies to meet those needs.

7. Serve as the point of contact for companies in the event of closure or layoffs and coordinate Rapid Response efforts if necessary. The BER should look for opportunities where layoff aversion activities would be appropriate and deploy resources as necessary.
8. Develop strategic partnerships with local and statewide economic development individuals to understand programs and abilities, share appropriate information about business activity and coordinate services that maintain, and or promote increased employment levels.
9. Assist in planning and implementation of job or career fairs as well as other opportunities for both employers and applicants to exchange information about jobs.
10. Assist AJCC staff with marketing and development of work experience worksites and on-the-job training contracts.
11. Design, plan and facilitate local forums, focus groups, and/or listening sessions, in conjunction with the WANB to solicit input from employers.
12. Coordinate seminars or programs based on the results of company calls, surveys, focus groups and general trends that emerge to address issues or needs common to multiple companies.
13. Provide monitoring and follow-up services on referrals to business services.
14. Assist with securing diversified funding to support business retention and expansion efforts.
15. Track all activities in WANB designated software platform and report quarterly.
16. Attend WANB meetings, workshops and conferences in area of responsibility as requested.

WANB RESPONSIBILITIES

1. The WANB shall be the sole owner of and shall be entitled to immediate possession of, any designs, products, or their component parts, whether written, visual, photographic, or otherwise, or other pertinent data and information gathered, produced, or computed by Contractor in furtherance of the obligations anticipated by the contract.
2. WANB will work cooperatively with contractor to supply necessary documents and information to meet the objectives of this RFP.
3. WANB will provide supervision and support to the chosen employee.
4. WANB will provide clear description of goals and objectives of contract.
5. WANB will coordinate appropriate review teams as is necessary.

RFP SUBMISSION PROCESS AND GENERAL INFORMATION

Proposals must be signed, dated and submitted no later than 5 p.m. on April 30, 2018 to Patricia Borrego, Clerk of the Board, Workforce Alliance of the North Bay, 1546 First Street, Napa, CA 94558.

Each respondent is required to submit its proposal in a sealed package with three (3) hard copies and with one copy thumb drive.

Proposals received after the due date and time will not be considered. Postmark by the deadline shall not constitute receipt. Fax or electronically transmitted proposals will not be accepted. All proposals received are final. All proposals submitted become the property of WANB.

Comments, questions or clarifications regarding this RFP should be submitted to Ldavis@workforcealliancencorthbay.org No telephone questions will be accepted or considered. Email subject line should say "Questions Regarding WANB RFP." Questions should refer to the specific RFP paragraph number and page and should clearly indicate the

passage being questioned. The final date for receipt of questions will be Friday, April 20, 2018. All questions received, and answers provided will be posted on the WANB website at www.workforcealliancencorthbay.org

Following the release of this RFP through the completion of the evaluation process, applicants should not contact WANB staff or members to avoid conflicts of interest, appearance of conflicts of interest or undue influence over the process.

During the evaluation process, the WANB reserves the right to request additional information or clarification from proposing firms, and to allow corrections of errors or omissions. Qualifications and references of proposers will be verified. Personal interviews of candidates selected to be on the list may be conducted.

Selected applicants may be requested to provide an oral presentation and/or be interviewed as deemed necessary by the proposal evaluation panel.

Oral presentations/interviews will be based on applicants' proposals and shall not include any new information or presentation not included in the proposal. The individual that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview.

All contracts will require that the awardee/consultant maintain general liability, professional liability, automobile, and workers' compensation (if necessary).

Contract Period

This contract will be reviewed on an annual basis by WANB staff and may be renewed annually for up to three years with approval of the Workforce Alliance Board.

PROPOSAL FORMAT

Respondents are required to respond to the questions and information requested in the order listed in this section. As indicated below, respondents must designate an authorized negotiator. This designated person must be empowered to make binding commitments for the contractor and its subcontractors, if any. The WANB will negotiate contract terms with the finalist once the evaluations are completed.

Each respondent is requested to submit its proposal in a format suitable for ease of review with a minimum of repetitious material. The proposal should clearly demonstrate the respondent's ability to provide the requested services. In order to simplify the review process and obtain the maximum degree of comparison, proposals shall be organized as follows:

A. Title Page

The title page shall show:

1. The RFP subject.
2. The name of the respondent's company, address and contact information.
3. The authorized negotiator and that person's telephone number, fax number, and email address.
4. The authorized signature and submittal date.

B. Executive Summary (15 points)

The executive summary, not to exceed two (2) pages, shall include a brief overview of the entire proposal including a summary of the respondent's understanding of the services to be provided and the service delivery approach that will be used.

C. Service Delivery Approach (25 Points)

Respondent should provide a detailed explanation on how they will conduct the work indicated in the scope of work/deliverables section above.

D. Qualifications & Experience (30 points)

The respondent must provide an overview of its organization and its qualifications to successfully provide the tasks noted in the scope of work section above.

1. A description of the respondent's qualifications to conduct the work noted under scope of work.
2. Whether they are local, regional, national, or international organization, and whether they are licensed to do business in the state of California.

3. A statement as to whether in the last ten (10) years, proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone appointment of a receiver, trustee, or assignee for the benefit of creditors; and if so, an explanation providing relevant details.
4. Provide details of any failed agreements, and/or refusal to complete any agreement within the last five (5) years. If an agreement has been canceled or terminated, provide name, address and telephone number of the client who terminated the agreement. Explain reasons for cancellation.

E. Budget (25 points)

Funding is available for services provided in response to this RFP. Contracts may be extended for up to three years contingent on new funding availability.

1. Proposals shall include a budget narrative, which includes a justification for every line item of the budget; and
2. Respondents shall include the hourly rate for all staff attributable to their proposal.

F. References (5 points)

List a minimum of three (3) references or contracts similar in size and scope to the one proposed for the WANB. Reference information shall include the name of the organization, contact person, address, telephone number, and a description of the services provided.

PROPOSAL EVALUATION

WANB staff will screen all proposals for completeness and compliance with the terms and conditions of the RFP. Proposals clearly inconsistent with the initial compliance review will be eliminated from consideration. A review panel will evaluate all proposals that pass the initial compliance review.

Each reviewer will independently review and score proposals on a 100-point scale, using the following assigned weights:

Executive Summary	15 points
Service Delivery Approach	25 points
Qualifications & Experience	30 points

Budget/Cost Effectiveness	25 points
References	5 points
TOTAL	100 points

PROPOSAL SELECTION

WANB staff will initially review proposals to ensure they meet mandatory requirements. A committee will be formed that may consist of WANB consultants, staff and Regional Workforce Development Board Members and other appropriate reviewers. The committee will review and evaluate all eligible proposals. All eligible proposals will be read and scored by the same reviewers.

The selection of the successful proposal will be based upon information supplied by the respondent in response to this RFP and upon other information that will be obtained by the evaluation team as is deemed necessary. The lowest-cost proposer may not be determined to be the most responsive respondent when all factors of evaluation of the proposal have been considered. However, the quoted cost schedule will be an important factor in the determination of the successful proposal. The WANB will award a contract based upon a recommendation from the proposal evaluation committee. This RFP does not commit the WANB to award a contract.

RESPONDENTS QUALIFICATIONS

This RFP is open to public agencies, nonprofit agencies, for profit agencies, and proprietary business entities including sole proprietors, independent contractors or any other qualified service provider.

WANB may make reasonable investigations deemed necessary and proper to determine the respondent’s ability to perform the work. Upon request respondents shall furnish any information requested by the WANB for this purpose. WANB reserves the right to reject any proposal if the evidence submitted by respondent or investigation of respondent fails to satisfy WANB that the respondent is properly qualified to carry out the obligations of the contract and to complete the work described therein.

APPEAL PROCESS

In the event there is a dispute or protest by a respondent regarding the procurement process, it will be the responsibility of the WANB staff or designee to facilitate prompt resolution of the dispute or protest. If the dispute or protest cannot be informally resolved, the following procedures for an appeal must be followed:

Submission of a written appeal that includes the following items:

- The full name, address, and telephone number of the appealing respondent. A brief statement of the reasons for appeal, including citations to the Request for Proposal and other pertinent documents.
- A statement of the relief sought.

Appeals must be submitted in writing to:

Bruce Wilson, Executive Director,
Workforce Alliance of the North Bay
1546 First Street
Napa, CA 94559

Request for appeals should be submitted within five (5) calendar days of the date of the letter notifying respondents of whether or not their proposal was selected. The decision by the Executive Director of the Workforce Alliance on all appeals is final and any affected parties will be notified in writing of the outcome.

CONTRACT INFORMATION AND ADMINISTRATIVE PROVISIONS

A negotiated contract will be awarded to the contractor who best meets the WANB needs as identified and described in this RFP document. See contract template Attachment 1. The selected contractor must be willing to enter into a written contract with the WANB which has fiduciary responsibility for all Workforce Innovation and Opportunity Act funds in the regional area. The contract will include the final negotiated scope of work, incorporate all terms and conditions set forth in this RFP, and may include any other provisions deemed appropriate by the WANB Counsel.

Award of contract is contingent on successful negotiation of contract terms and successful completion of the appeals process, if any. Successful contractor must agree to all terms and conditions of a resultant contract with WANB as a condition of executing the contract. WANB shall have no contractual or other obligation to a contractor under any successfully negotiated contract until the contract has been approved and signed by both parties.

Evaluation of Contractor(s) Performance

Project evaluation criteria and outcome measurements will be established at the time of contract negotiation.

Equal Opportunity

WANB supports and requires compliance with all applicable state, federal and local equal opportunity and non-discrimination mandates, including but not limited to the Americans with Disabilities Act (ADA), in all the programs it funds.

Right to Reject

The WANB reserves the right to reject any and all proposals or any part of any proposal, to waive minor defects or technicalities, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the WANB may deem necessary in its interest. The WANB may also declare a failed procurement. Failed procurement occurs when no bids are received, or only one bid is received, or bids received do not meet responsiveness, or submission requirements or competition was determined inadequate. In the event of failed procurement, WANB has the option to reissue the RFP or enter into a noncompetitive procurement, in which case the standards for a noncompetitive procurement must be satisfied.

If the WANB determines that none of the proposals received offers a suitable solution to the request at a reasonable price, all proposals may be rejected. WANB will formally notify contractors of such rejection and/or of their non-selection under the RFP process.

WORKFORCE ALLIANCE OF THE NORTH BAY

EMPLOYEE LOANING AGREEMENT

THIS AGREEMENT is entered into this _____, 20____, by and between _____, a local government agency (hereinafter referred to as “**Loaning Employer**”) and the Workforce Alliance of the North Bay (hereinafter referred to as “**WANB**”), a local government agency, who agree as follows:

1. Recitals. This Agreement is made with reference to the following background recitals:

a. WANB desires a worker to perform the services and/or work described in Exhibit A, attached hereto and incorporated herein (the “**Work**”).

b. Loaning Employer employs _____ (the “**Employee**”), who possesses the appropriate education, skills and experience to perform the Work. Loaning Employer is willing to provide and loan the services of Employee to the WANB, and the WANB is willing to accept the Employee’s Work, on and subject to the terms of this Agreement.

c. The parties acknowledge that Loaning Employer is the general employer of Employee and that, under the terms of this Agreement, the WANB is the special employer of Employee.

2. Special Employment with WANB:

a. Loaning Employer agrees to provide and loan the services of Employee to perform the Work for and on behalf of the WANB, and the WANB agrees to accept and utilize the services of Employee, as provided by this Agreement. When working for the WANB, Employee shall be under the supervision and direction of the WANB and its management and supervisory employees. The WANB shall determine the precise tasks, services and assignments that Employee will perform pursuant to this Agreement.

(1) Prior to providing the Employee to the WANB, the WANB shall have the right to review the personnel file of Employee to determine whether there are any challenges or impediments to the Employee’s Special Employment with the WANB.

b. Employee shall work for the WANB during the hours or pursuant to the schedule described on Exhibit A. The hours or schedule may be modified by mutual written agreement of the parties. The parties recognize that workload requirements involving either Loaning Employer or the WANB may require temporary adjustments in Employee’s work schedule and the parties agree to mutually cooperate to accommodate such requirements.

c. The WANB shall be responsible for providing Employee with office space, support services, materials, supplies, tools and equipment appropriate to perform the Work. All correspondence, other documents, e-mail and other communications made by Employee in connection with the Work under

this Agreement shall be the property of the WANB and subject to its document retention, management and other applicable policies and regulations.

d. If Employee undertakes any business-related travel or incurs other business-related expenses in connection with the Work for the WANB, then the WANB shall be responsible for payment or reimbursement of Employee's business-related expenses in accordance with the WANB's expense reimbursement policy and procedures.

3. General Employer Responsibilities. Employee will remain a full-time regular employee of Loaning Employer, will remain on Loaning Employer's payroll, will remain subject to Loaning Employer's general personnel administration, and will continue to receive compensation and benefits solely from Loaning Employer. Employee shall remain subject to Loaning Employer's personnel policies, rules and regulations. Loaning Employer shall be responsible for payment of all Employee salary and related benefits, pension, insurance, taxes and withholdings required under Loaning Employer's personnel rules, policies and contracts and applicable federal and state law. Loaning Employer shall be responsible for keeping and maintaining the personnel file and payroll and other records of Employee.

4. Payment.

a. The WANB shall pay to Loaning Employer an hourly fee in the amount described on Exhibit A based on the number of hours actually worked by Employee on behalf of the WANB. The WANB shall keep and maintain a daily time report showing the hours worked by Employee pursuant to this Agreement. At the end of each month, the WANB shall prepare and submit to Loaning Employer a statement showing Employee's hours worked and the total fee due for the month along with payment for that month.

b. The fee paid to Loaning Employer is intended to cover all of its costs and expenses related to loaning the Employee to the WANB, including all payroll, benefits and workers' compensation related costs. The fee to be paid by the WANB shall be the sole and exclusive consideration paid to Loaning Employer.

5. Term. This Agreement shall commence on the above date and terminate on _____, 201__, unless earlier terminated by a party. This Agreement may be terminated at any time by either party upon 30 days advance written notice to the other party. In the event of such termination, Loaning Employer shall be compensated for all hours of Work performed by Employee to the date of termination.

6. Insurance.

a. Workers' Compensation Insurance. Loaning Employer, at its sole cost and expense, shall procure and maintain for the duration of this Agreement workers' compensation insurance or self-insurance covering Employee, in accordance with the requirements of California law. In accordance with Labor Code section 3602(d), the parties intend that this obligation constitute a valid and enforceable agreement by which Loaning Employer agrees to obtain, and shall obtain, workers' compensation coverage for the Employee provided to the WANB under this Agreement. The WANB therefore shall not be subject to civil, criminal or other penalties for failure to provide workers' compensation coverage or tort liability in the event of an injury to or illness of Employee suffered in the course of providing Work under this Agreement. In accordance with Insurance Code section 11663,

and because Employee remains on Loaning Employer’s payroll, Loaning Employer acknowledges that its workers’ compensation insurer or self-insurer will be liable for the entire cost of workers’ compensation benefits payable on account of an illness or injury occurring in the course of and arising out of the general and special employment of Employee under this Agreement.

b. Other Insurance. Each party, at its sole cost and expense, shall procure and maintain for the duration of this Agreement the following types and limits of insurance:

<i>Type</i>	<i>Limits</i>	<i>Scope</i>
Commercial general liability	\$1,000,000 per occurrence & \$2,000,000 aggregate	at least as broad as ISO CG 0001
Automobile liability	\$1,000,000 per accident	at least as broad as ISO CA 0001, code 1 (any auto)

c. Proof of Insurance. Upon request, a party may request, and the other party shall provide a certificate or certificates of insurance evidencing the insurance required by this section.

7. Indemnification.

a. Loaning Employer shall indemnify, defend, protect and hold harmless the WANB, and its officers, employees, volunteers and agents, from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to, attorney, expert witness and consultant fees, and litigation costs) of every nature arising out of a breach of Loaning Employer’s obligations under this Agreement, except where caused by the sole negligence or willful misconduct of the WANB or as otherwise provided or limited by law.

b. The WANB shall indemnify, defend, protect and hold harmless Loaning Employer, and its officers, employees, volunteers and agents, from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to, attorney, expert witness and consultant fees, and litigation costs) of every nature arising out of (i) a breach of the WANB’s obligations under this Agreement or (ii) an act or omission of Employee in performing Work for the WANB under this Agreement, except (i) where caused by the sole negligence or willful misconduct of Loaning Employer, (ii) as otherwise provided by section 6(a), or (iii) as otherwise provided or limited by law.

c. The parties’ obligations under these indemnification provisions shall survive the termination of this Agreement.

8. State Audit. In accordance with Government Code section 8546.7, the parties acknowledge that this Agreement, and performance and payments under it, may be subject to examination and audit by the State Auditor General for three years following final payment under the Agreement.

9. Entire Agreement. This writing represents the sole, final, complete, exclusive and integrated expression and statement of the terms of this contract between the parties concerning Employee’s Work for the WANB, and supersedes all prior oral and/or written negotiations, representations or contracts. This Agreement may be amended only by a subsequent written contract approved and executed by both parties.

10. Successors and Assignment. This Agreement shall bind and inure to the benefit of the successors and assigns of the parties; however, Loaning Employer shall not change the Employee performing the Work under this Agreement without the prior written consent of the WANB.

11. No Waiver of Rights. Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default. No payment by the WANB to Loaning Employer shall be considered or construed to be a waiver of any breach or default.

12. Severability. If any part of this Agreement is held to be void, invalid, illegal or unenforceable, then the remaining parts will continue in full force and effect and be fully binding, provided that each party still receives the benefits of this Agreement.

13. No Third-Party Beneficiaries. This Agreement shall not be construed to create any third-party beneficiaries. This Agreement is for the sole benefit of the parties and no other person or entity shall be entitled to rely upon or receive any benefit from this Agreement or any of its terms.

14. Notice. Any notice, invoice or other communication that is required or permitted to be given under this Agreement shall be in writing and either delivered personally or sent by prepaid, first class U.S. mail addressed as follows:

WANB: <i>[insert name and address]</i>	Loaning Employer: <i>[insert name and address]</i>
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Any party may change its address by notifying the other party of the change in the manner provided above.

_____	_____
WANB	LOANING EMPLOYER
By: _____	By: _____
_____ <i>[name]</i>	_____ <i>[name]</i>
_____ <i>[title]</i>	_____ <i>[title]</i>

EXHIBIT A

Loaned Employee Work, Hours/Schedule, and Hourly Rate

[Insert (1) the work, services or tasks to be performed by the loaned employee, (2) the hours, schedule or other arrangement concerning the time to be spent by the loaned employee working for the WANB, and (3) the hourly rate to be paid by the Borrowing Employer.]

