

Bucks County Workforce Development Board

Request for Proposals

RFP 22-02 Welding Certification Program Development

The Bucks County Workforce Development Board requests proposals for a Welding Certification Program Developer.

Timeline:

- Release of RFP: Wednesday, February 16, 2022
- Bidders' Questions to be received via email to amcolyar@buckscounty.org by Wednesday, February 23, 2022
- Answers to submitted questions will be provided electronically to those who submitted questions and will also be posted on www.buckscounty.gov: Friday, February 25, 2022
- Proposal Due Date, to be received via email to amcolyar@buckscounty.org: Monday, March 14, 2022, by 9 a.m.
- Review and Selection Period: March 14-March 29, 2022
- County Award of Contract: April 25, 2022
- Contract Start Date: May 1, 2022
- Contract End Date: June 30, 2022

This RFP is available in electronic format (Microsoft Word).

To receive, please send a request to Alice Colyar,

amcolyar@buckscounty.org or

download it at www.buckscounty.gov.

PURPOSE

The Workforce Innovation and Opportunity Act (WIOA) (Pub. L. 113-128) requires each Local Workforce Development Area to oversee the one-stop delivery of services to employers and job seekers. The Bucks County Workforce Development Board (BCWDB) is one of 22 established Local Workforce Development Boards in Pennsylvania. The BCWDB is tasked with driving the public workforce system through strategy development, outreach to key stakeholders, judicious stewardship of Federal workforce funds, and a commitment to continuous improvement. Outreach involves promoting WIOA-funded programs and services delivered by PA CareerLink® Bucks County. For this specific purpose, the BCWDB is seeking proposals from qualified educational entities to develop a non-credit welding program that leads to skilled employment opportunities.

WIOA requires that service providers be competitively procured and in compliance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR part 200. This requirement has led the BCWDB to issue this request for proposals for a non-credit welding curriculum program. This RFP has been prepared in accordance with the above-referenced guidance.

BUCKS COUNTY PROFILE

Bucks County is located approximately 25 miles from Philadelphia, Pennsylvania. Governed by a three-member Board of Commissioners, the County government is a large organization whose mission is to provide quality services in an efficient and cost-effective manner to our community. In 2020, approximately 629,0971 individuals resided in Bucks County, marking 0.6% of growth since 2015. [Bucks County Labor Market Information](#) is available at buckscounty.gov.

The employment demand for welders, cutters, solderers, and brazers (SOC Code 51-4121) is average in Bucks County. The national average for an area the size of Bucks County is 752 employees, while there are 693 in Bucks. The average annual salary is \$43,515, and past growth in this occupation has been at 32 percent in the years 2016-2021. The demand in neighboring Philadelphia County has a similar average annual salary of \$42,930, and the past growth in this occupation has been at 21 percent in the years 2016-2021.

BACKGROUND

WIOA was passed in July 2014 and was fully implemented in July 2016. It is a transformative law designed to strengthen our nation's public workforce system, helping job seekers, particularly youth and those with barriers to employment, access the education, training, and support services they need to obtain and advance in quality jobs and careers, and to help businesses hire and retain the skilled workers they need to succeed in a global economy. WIOA ensures that the needs of businesses and workers drive workforce solutions, and it increases and aligns coordination among key employment, education, and training programs.

The BCWDB seeks to develop a welding certification program for adult learners that can be articulated to college credit.

The contract will begin on May 1, 2022. Funding for this project will extend through June 30, 2022, to coincide with the end of Program Year 2021.

ELIGIBLE APPLICANTS

Proposals will be accepted from entities that:

- Are qualified to conduct business in Pennsylvania and Bucks County.
- A public institution of higher education as defined in Section 101(a) of the Higher Education Act, and at which the associate's degree is primarily the highest degree awarded
- Are an Equal Opportunity Employer.

APPLICANT QUALIFICATIONS

Proposers shall have substantial experience with the following:

- A single-institution lead applicant must partner with one or more workforce development system partners and employer partners.
- The applicant must be capable of developing the program in conjunction with the college's academic department in order to build-in pathways for credit to an Applied Associate in Science degree.

SCOPE OF WORK & SPECIFIC REQUIREMENTS

In Bucks County, there are no publicly offered programs that provide welding certificate training to adult learners for the purpose of finding employment or upskilling for advancement. **Community colleges** have become the primary institutions for such opportunities as they are uniquely positioned to provide skills-based career training for unemployed/underemployed individuals. Such career placement services have created a unique pathway to higher learning through aligning program development with credit/degree programs. Providing career pathways for Bucks residents is one of the goals for the BCWDB.

The developed curriculum will be designed for incoming students with little or no welding experience. Upon course completion, the student should be job-ready and have the knowledge needed to succeed and advance in the industry.

The program should include MIG, TIG, Stick and Flux core welding and include a module on NDT (non-destructive testing). Theory classes should include welding safety, proper machinery set up and adjustments, basic metallurgy, weld wire selection, joint welding, shop math, and blueprint reading. The curriculum shall be aligned with AWS Certified Welder specifications. The AWS Certified Welder program is designed to provide "transferable" credentials to professional welders who have demonstrated a skill level wanted by the industry.

Ideally, the program will be designed in tandem with the College's Engineering Department to ensure graduates earn credit towards an associate degree.

RELATIONSHIP OF RESPONDENT TO THE BCWDB

The selected Respondent will be accountable to the BCWDB and be required to adhere to all laws and policies of federal, state, and local governments that apply to the funding sources.

CONDITIONS OF RFP

A. General Conditions:

The release of this RFP does not constitute an acceptance of any offer, nor does such release in any way obligate BCWDB to execute a contract with any offertory. The BCWDB reserves the right to accept or reject any or all offers based on budgetary limitations, service to significant population segments, geographic distribution, needs of the area and other considerations. The BCWDB reserves the right to establish additional considerations or criteria for funding as deemed necessary. Such considerations may be addressed through final contract negotiations.

Before preparing proposals, the offertory should note the following:

- 1) The award of a contract for any proposed service is contingent upon the favorable evaluation of the proposal and successful negotiation of any changes to the proposal as required by the BCWDB.
- 2) The BCWDB reserves the right to change the requirements of this proposal pending additional legislative, regulatory, policy or other applicable national, state, region or local changes may provide.
- 3) The BCWDB reserves the right to negotiate the final terms of all contracts with successful Respondents. The BCWDB may require selected Respondents to attend a meeting to discuss their proposal and contract provisions. Items that may be negotiated include, but are not limited to, the type and scope of services, cost and fees, staffing, staffing levels, management, and services offered. Likewise, the BCWDB also reserves the right to accept any proposal without substantive negotiation.
- 4) The BCWDB reserves the right to reject all proposals and re-issue the RFP at any time prior to the execution of a final contract; to require in any RFP similar products and/or services that may be issued subsequent to this RFP, terms and conditions that are substantially different from the terms and conditions set forth in this RFP; or to cancel this RFP with or without issuing another RFP.
- 5) The BCWDB further reserves the right:
 - a. To reject the proposal of any proper that, in the judgment of the BCWDB, has been delinquent or unfaithful in the performance of any contract associated with the BCWDB, is financially or technically incapable, or is otherwise not a responsible Respondent;
 - b. To waive any informality, defect, non-responsiveness, and/or deviation from this RFP that is not, in the BCWDB's sole judgment, material to the proposal;
 - c. To request that one or more of the Respondents modify their proposals or provide additional information;

- d. To request additional or clarifying information from any respondent any time, including information inadvertently omitted by a Respondent;
 - e. To require that Respondents appear for interviews and/or presentations of their proposals at the BCWDB office;
 - f. To inspect projects similar in type and scope to work sought in this RFP and/or to inspect the Respondent's facilities to be used in furnishing goods or services required by the RFP;
 - g. To conduct such investigations as the BCWDB considers appropriate with respect to the qualifications of any Respondent and with respect to the information contained in any proposal.
- 6) In order to review the proposal(s) efficiently, all proposals must be presented in the designated format with all budget and other forms completed thoroughly and accurately. The BCWDB reserves the right to reject any proposal not formatted consistent with the proposal format requirements. The budget form is Attachment A to this document.
- 7) The BCWDB reserves the right to negotiate with successful Respondents for the inclusion of services to groups and for the inclusion of activities in addition to those described. Changes may be instituted at any time during the contract period with advance notice to respondents.
- 8) If a selected Respondent fails to provide the information required to begin negotiations in a timely manner, fails to negotiate in good faith or indicates they cannot perform the contract within the budget funds available for the project, or, if selected Respondent and the BCWDB after a good faith effort, cannot come to terms, the BCWDB may terminate negotiations with that particular Respondent and commence negotiations with any other Respondent.
- 9) The BCWDB will not be liable for any costs associated with the preparation of proposals or negotiation of contracts incurred by an offeror. For the purpose of this proposal, BCWDB will accept proposals from any entity that can demonstrate the administrative capability to successfully provide all the services identified in this RFP.
- 10) All proposals, in their entirety, will become the property of the BCWDB upon submission. The BCWDB will reject any proposal that does not follow the format, does not include all of the requirements specified, including the required documentation and certifications, and/or are not submitted by the due date and time. Upon submission, all proposals, in their entirety, become the property of the BCWDB and subject to the PA Open Records Law.
- 11) Public notice of this RFP has been advertised in the *Bucks County Courier Times* and *The Intelligencer* and is available on the County of Bucks website: www.buckscounty.gov.

B. Contingencies:

The BCWDB will award a contract to the responsible and responsive Respondent whose proposal is determined to provide the best overall value to the BCWDB.

The award of a contract for any proposed service is contingent upon the following:

- Cost of the proposal.
- Favorable review/evaluation of the proposal.
- Approval of the proposal review committee of the BCWDB.
- Demonstration of expert knowledge in the specific criteria addressed in this proposal.
- Demonstrated performance of the Respondent's effectiveness in delivering comparable or related curriculum and program development and execution.
- Demonstrated ability to deliver quality media and outreach materials.
- Quality and qualifications of key staff.
- Ability to provide proof of excellent accountability.
- Demonstrated depth of understanding of the requirements outlined in this RFP.
- Successful negotiation of any changes to the proposal required by the BCWDB.

Funds awarded under this proposal shall not be used to supplant facilities or services currently available in the County with or without reimbursement from federal, state, or local sources.

C. Organizational Fiscal Requirements:

Successful respondents will be required to submit to the BCWDB a copy of their most recent audit, including any findings, prior to the development of a contract for services.

D. Certificates of Insurance:

The vendor awarded this contract is required to provide a Certificate of Insurance that contains a minimum of the following coverage and limits:

- 1) **Commercial General Liability** - (policy to include premises and operations, products/completed operations and blanket contractual liability- the contractual section of the coverage must cover this agreement) Limits apply on a per project / per location basis.

General Aggregate Limit	\$2,000,000.
Products and Completed Operations Aggregate Limit	\$2,000,000.
Each Occurrence Limit	\$1,000,000.

- 2) **Automobile Liability** - to include owned, non-owned and hired vehicles:

Combined Single Limit	\$1,000,000.
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- 3) **Workers Compensation and Employer's Liability:**

	Statutory
Bodily Injury by Accident	\$100,000. each accident
Bodily Injury by Disease	\$100,000. each employee
Bodily Injury by Disease	\$500,000. policy limit

- 4) A waiver of subrogation applies to all Liability policies where allowed by law.

- 5) When it applies, **Additional Insured** shall read:

The County of Bucks, its Board of Commissioners, employees, directors, officers, departments, and divisions shall be included as additional insured on all Liability Policies on a primary and non-contributory basis with respect to the work performed for this contract.

A Waiver of Subrogation is granted in favor of the County of Bucks, its Board of Commissioners, employees, directors, officers, departments, and divisions in accordance with the policy provisions of the General Liability, Automobile Liability, and workers compensations policies.

6) **Cancellation Clause** must read:

Should any of the above-described policies be canceled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

7) **Certificate Holder:**

County of Bucks Board of Commissioners, Attn: Office of the Controller, 55 East Court Street, Doylestown, PA 18901.

8) **Excess Liability** coverage is to be in an umbrella form. Any restrictions or limitations in coverage should be specified on the certificate of insurance.

Each Occurrence	\$2,000,000.
Aggregate Limit	\$2,000,000.

9) **Professional Liability, Errors and Omissions**

Each Jobsite Limit	\$1,000,000.
General Aggregate Limit	\$2,000,000.

Except as otherwise approved by the BCWDB in writing, the following provisions shall apply to each and every policy of insurance which the Contractor is required hereunder to carry:

- a. The form, amount and coverage of each policy, and the insurer under each policy which must be duly licensed in Pennsylvania, shall have an AM Best Rating of B+ or higher (or similar Insurance Company Rating Organization).
- b. Contractor shall cause each insurance carrier to deliver its certificate of insurance to the BCWDB, certifying the applicable insurance provisions herein required
 - i. upon the execution hereof, and
 - ii. at any other time upon the BCWDB's request.
- c. At least thirty (30) days prior to the expiration of each policy, Contractor shall provide the BCWDB with certificates (or copies of policies) of renewal or replacement policies; in the event of non-renewal or cancellation or material change in coverage a sixty (60) days notice of such action shall be sent via certified mail to the BCWDB.
- d. Contractor shall not permit any condition to exist and shall not commit any act or omission, which would wholly or partially invalidate any insurance.

- e. The BCWDB shall be endorsed as an additional insured on all policies, except workers' compensation and professional liability.
- f. The requirements described above are also applicable to any and all subcontractors hired by the Contractor to perform work under this contract.

E. Requirements & Terminations:

- 1) The BCWDB, with 30-day advance notice to the Contractor, may modify or terminate the agreement due to, but not limited to, factors such as:
 - a. funding decreases;
 - b. unsatisfactory performance by the Contractor;
 - c. failure to work cooperatively with the BCWDB;
 - d. any other reason as determined by the BCWDB.
- 2) The BCWDB, with or without notice to the Contractor, may terminate the agreement due to serious issues such as, but not limited to:
 - a. theft;
 - b. question of the integrity of the use of funds by Contractor;
 - c. unallowable use of funds;
 - d. unsafe acts;
 - e. breach of confidentiality and/or HIPAA violations;
 - f. activities performed by employees or agents of the Contractor that are not directly related to the specifications outlined in this RFP and which constitute a breach of this agreement.

F. Appeals:

Each proposing entity, whose proposal is reviewed by the appropriate BCWDB committee, shall receive a written notice of approval or non-approval for the proposed project. Following the notification of awards, any Respondent or potential Respondent who has a complaint concerning the issuance of this RFP, the evaluation of proposals received in response to this RFP or any matter relating to the method by which the BCWDB secures subcontractors shall have an opportunity to discuss, with the administrative staff, the reasons for non-funding.

Any appeal or complaint must identify any and all contested issues. Subjective interpretations by the review team are not subject to protest or appeal. The written appeal must be filed with and received by the BCWDB no later than five (5) working days after the award notice is postmarked.

G. Administrative Requirements:

- 1) The Respondent must be capable of supporting its own operation.
- 2) Respondents must be able to demonstrate the necessary administrative capability and fiscal responsibility needed to deliver the proposed media services and to meet federal financial accountability requirements mandated by most federal grants.

- 3) Respondents must ensure compliance with applicable state and federal law, including applicable accounting and financial management principles/requirements, OMB uniform guidance, audit requirements, etc.
- 4) All procurement shall be conducted to provide open and free competition. If a proposal identifies a specific entity (subcontractor or vendor) to provide services, awards made through this RFP do not provide the justification or basis to sole-source the procurement, i.e., avoid competition; therefore, all subcontracted services and vendors must be competitively bid.

PROPOSAL FORMAT

Proposals will include the following information arranged in the order shown:

- **Title Page:** showing RFP number, due date/time, Proposer's name, address, telephone number, contact person, and Employer Identification Number (EIN).
- **Letter of Introduction:** one page, introducing the Proposer and signed by the person(s) authorized to sign on behalf of the Proposer (a hard copy original for this letter will be requested when an award decision is made).
- **Staffing:** Name and qualifications of the individuals who will provide the requested services and a current resume for each, including a description of qualifications, skills, and responsibilities.
- **Approach/Work Plan:** Describe how the Proposer approaches the process of curriculum development and certification.
- **Experience/Work Samples/References:** Provide previous work examples that demonstrate how you meet the experience requirements, qualifications, and experience of this RFP. Submit at three projects undertaken in the past three years (preferably for clients of a size similar to the BCWDB) that involved services similar to the projects and Scope of Services in this RFP. For each example, provide the following information:
 - The scope and goals of the project and how success was measured.
 - A description of your role in the project and, if applicable, a description of the work of other contractors.
 - Provide a reference for the project – client name, title, email address, telephone number, and contract dates.

- If applicable, attach relevant work samples or a visual representation of the work (for example, a URL for a website, a printed screenshot, etc.)
- **Capacity:** Explain Proposer's workload capacity and level of experience commensurate with the level of service required by the BCWDB.
- **Budget Form:** Provide cost proposal on the form provided in Attachment A

PROPOSAL EVALUATION

All proposals received by the specified date shall be subject to evaluation by a review committee comprised of the Board of Directors and committee members.

The following criteria will be used to evaluate proposals:

Maximum Points

1) Specialized experience in the type of work to be performed, specifically in a county of similar size and geographic location.	(50)
2) Qualifications and experience of the staff assigned by Proposer to perform these services.	(50)
3) Availability and capability to create and deliver the curriculum development described in this RFP and within the timeframe provided.	(50)
4) Quality of proposed approach/work plan.	(25)
5) Quality of work samples.	(25)
Maximum Total Points	200

Award will be made to the highest-ranked Proposer according to the evaluation criteria. If contract negotiations are unsuccessful with the highest-ranked Proposer, the County reserves the right to enter into negotiations with the next highest-ranked Proposer.