

The County of Bucks

Workforce & Economic Development (WED)

Request for Proposals

RFP 22-04 Employer Training Programs

The County of Bucks, Department of Workforce and Economic Development requests proposals for an Employer Training Program Developer.

Timeline:

- Release of RFP: Wednesday, June 29, 2022
- Bidders' Questions to be received via email to bjones@buckscounty.org by Wednesday, July 6, 2022
- Answers to submitted questions will be provided electronically to those who submitted questions and will also be posted on www.buckscounty.gov: Friday, July 8, 2022
- Proposal Due Date, to be received via email to bjones@buckscounty.org: Monday, July 25, 2022, by 9 a.m.
- Review and Selection Period: July 25-August 15, 2022
- County Award of Contract: September 21, 2022
- Contract Start Date: September 21, 2022
- Contract End Date: December 31, 2024

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

To receive it, please send a request to Brittney Jones at

bjones@buckscounty.org or

download it at www.buckscounty.gov.

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 a 0.6 percent growth since 2015. [Bucks County Labor Market Information](#) is available at buckscounty.gov.

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 was 32 percent from 2016 to 2021. The demand in neighboring Philadelphia County has a similar average annual salary of \$42,930, and the past growth in this occupation was 21 percent from 2016 to 2021.

BACKGROUND

The American Rescue Plan Act of 2021 (ARPA) provides a substantial infusion of resources to eligible state, local, territorial, and tribal governments to help reverse the negative impacts of the pandemic, address its economic falling, and lay the foundation for a strong and equitable recovery.

PURPOSE

Bucks County Workforce and Economic Development (BCWED) seeks to develop employer training programs for learners. This program would grow the skills of current employees in Bucks County employers, consisting of multiple workshops on different training areas to enhance individuals' skills in a particular area of training. Some training may consist of several sessions, while others might be a single session.

The contract will begin on September 21, 2022. Funding for this project will extend through December 31, 2024.

ELIGIBLE APPLICANTS

Proposals will be accepted from entities that meet all of the below requirements:

- Are qualified to conduct business in Pennsylvania and Bucks County.
- Are an Equal Opportunity Employer.
- Have future funds and means to make this a sustaining and lasting program.

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.

SCOPE OF WORK & SPECIFIC REQUIREMENTS

In Bucks County, there are employers that need training for the purpose of improving their employees' skills. BCWED would like to serve the employers of Bucks County by upskilling their

employees and promoting employee retention. In doing so, BCWED seeks to provide career pathways for Bucks residents.

The curriculum will be designed for employees who wish to gain knowledge or experience that develops their skill set. Upon course completion, students should feel they are more efficient, successful, or can perform the tasks in a safer manner. The training could be on-the-job, simulation, classroom, virtual, or a combination.

The program should include workshops on training topics. Some examples may include the following:

- First-time manager/supervisors
- Leadership
- Safety & OSHA
- Excel
- Soft Skills
- Machining / CNC
- Continuous Improvement and processes
- Customer Service
- Sexual harassment, bullying, discrimination, and retaliation
- Effective Communication
- Anti-bias and diversity
- Workplace ethics

Ideally, the program will be designed with the idea that it will be sustained for years to come after the current funding expires.

RELATIONSHIP OF RESPONDENT TO BCWED

The selected Respondent will be accountable to BCWED 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 BCWED to execute a contract with any offeror. BCWED 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. BCWED 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 offeror 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 BCWED.
- 2) BCWED 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) BCWED reserves the right to negotiate the final terms of all contracts with successful Respondents. BCWED 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, BCWED reserves the right to accept any proposal without substantive negotiation.
- 4) BCWED 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) BCWED further reserves the right:
 - a. To reject the proposal of any proper that, in the judgment of BCWED, has been delinquent or unfaithful in the performance of any contract associated with BCWED, 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 BCWED'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 at 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 BCWED 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 BCWED considers appropriate with respect to the qualifications of any Respondent and with respect to the information continued 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. BCWED 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) BCWED reserves the right to negotiate with successful Respondents for the inclusion of services to groups and 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 BCWED after a good faith effort, cannot come to terms, BCWED may terminate negotiations with that particular Respondent and commence negotiations with any other Respondent.
- 9) BCWED will not be liable for any costs associated with the preparation of proposals or negotiation of contracts incurred by an offertory. For the purpose of this proposal, BCWED will accept proposals from any entity that can demonstrate the administrative capability to provide all the services identified in this RFP successfully.
- 10) All proposals, in their entirety, will become the property of BCWED upon submission. BCWED 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 BCWED and subject to the PA Open Records Law.
- 11) Public notice of this RFP has been advertised in *The Intelligencer* and is available on the County of Bucks website: www.buckscounty.gov.

B. Contingencies:

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

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 BCWED.
- 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 BCWED.

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 BCWED 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.

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

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

Combined Single Limit	\$1,000,000.
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- 3) **Excess (Umbrella) 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	\$1,000,000.
Aggregate Limit	\$1,000,000.

- 4) **Workers Compensation Statutory and Employer's Liability:**

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

- 5) **Professional Liability, Errors and Omissions**

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

- 6) 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 Compensation policies where allowed by law.

- 7) 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 Liability Policies on a primary and non-contributory basis with respect to the work performed for this contract.

8) **Cancellation Clause must read:**

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

9) **Certificate Holder:**

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

Except as otherwise approved by BCWED in writing, the following provisions shall apply to each and every policy of insurance that 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 BCWED, certifying the applicable insurance provisions herein required
 - i. upon the execution hereof, and
 - ii. at any other time upon BCWED's request.
- c. At least thirty (30) days prior to the expiration of each policy, Contractor shall provide BCWED 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 BCWED.
- 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. BCWED 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) BCWED, 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 BCWED;
 - d. any other reason as determined by BCWED.

- 2) BCWED, 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 BCWED 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 BCWED 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 BCWED 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 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.
- **Grant Schedule:** Provide a timeline with your proposal.
- **Experience/Work Samples/References:** Provide previous work examples that demonstrate how you meet the experience requirements, qualifications, and experience of this RFP. Submit at least three projects undertaken in the past three years (preferably for clients of a size similar to BCWED) 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 (e.g., 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 BCWED.
- **Budget Form:** Provide a 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.	(10)
2) Qualifications and experience of the staff assigned by Proposer to perform these services.	(10)
3) Quality of proposed approach/work plan/timeline.	(10)
5) Budget – appropriateness and transparency.	(10)
6) Plan to sustain programming at the end of the grant period	(10)
Maximum Total Points	50

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.