



WORKFORCE
DEVELOPMENT

REQUEST FOR QUALIFICATIONS

Prison to Employment Initiative

PERFORMANCE PERIOD: Approximately September 1, 2019 – March 31, 2022

DATE RFQ ISSUED: April 26, 2019

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QUALIFICATIONS DUE: May 10, 2019 3:00 p.m.

SUBMIT TO: Jeanette Langdell
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This RFQ is posted on NOVA's website at: <https://novaworks.org/about/rfp>

REQUEST FOR QUALIFICATIONS

Prison to Employment Initiative

1.0 INTRODUCTION

The Workforce Board of the North Valley Job Training Consortium (NOVA) is issuing this Request for Qualifications (RFQ) for workforce development services for justice-involved and formerly incarcerated individuals, pursuant to the State's Prison to Employment Initiative. It is the intent of NOVA to enter into a contractual relationship with qualified organizations capable of delivering the services described within this RFQ to the targeted population. Included in this RFQ are a scope of services and other information describing this opportunity. The performance period is approximately September 1, 2019 through March 31, 2022 (actual dates dependent on the final award to NOVA from the California Workforce Development Board, CWDB).

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 Workforce Innovation and Opportunity Act 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. See www.novaworks.org for additional information about NOVA.

In July 2018, the California Legislature approved SB 856 (Budget & Fiscal Review, Chapter 30, Statutes of 2018), which included \$37 million in state general funds to resource the Prison to Employment Initiative proposed by Governor Jerry Brown in his 2018 budget proposal. Funding for the Prison to Employment Initiative is intended to support regional planning efforts, fund regional plan implementation, and provide resources for direct services to the formerly incarcerated and other justice-involved individuals. It also sets aside specific resources for both supportive services and earn and learn activities.

The CWDB has entered into a formal partnership with the California Department of Corrections and Rehabilitation (CDCR), the California Prison Industry Authority (CalPIA), and the California Workforce Association (CWA), with the goal of improving labor market outcomes of the state's justice-involved and formerly-incarcerated populations. This partnership seeks to provide resources that will enable the Local Areas to better serve the formerly incarcerated by fostering partnerships between Local Boards, CDCR reentry service providers, CDCR Division of Adult Parole Operations, CDCR Division of Rehabilitative Programs, county probation departments, employers, and community-based organizations (CBOs) that serve these populations. More information on the Prison to Employment initiative may be found at <https://cwdb.ca.gov/partnerships/workforce-corrections-partnership/>.

3.0 SCOPE OF WORK

The selected organization(s) will perform work on behalf of the NOVA Workforce Board and in conjunction with NOVA staff to work with the out-of-custody population, building on previous in-custody training where possible, with the goal of assisting individuals into apprenticeships or employment in priority sectors, including the trades and manufacturing, that result in retention in unsubsidized employment. NOVA seeks a service provider(s) to provide services to San Mateo County residents, and another service provider(s) to provide services to Santa Clara County residents. It is permissible for proposers to present their qualifications to provide services in one or both counties. It is also permissible for a consortium of service providers to collaborate on a proposal to provide services, with one agency as lead.

NOVA recognizes the expertise of CBOs that specialize in services to the formerly incarcerated and is aware of the barriers justice-involved individuals face and the resources needed to address those barriers. Due to the emphasis on supportive services, it is expected that approximately 60% of funding is used to provide supportive services, including “earn and learn” opportunities. The remainder of the funding is to be used for direct services, including vocational training and other allowable uses for funds as described below.

Through a previous grant focused on this population (NewStart), NOVA learned the importance of assessing a potential participant’s skills as well as motivation before investing in training. One indicator of motivation is whether the potential participant took advantage of available training while incarcerated. NOVA expects service providers to build on that training, when provided, to develop a career pathway for motivated customers.

NOVA will provide project management for all of its contracted and in-house services, including contractual oversight and performance of subrecipient monitoring. NOVA will also facilitate information sharing among its providers in order to develop capacity to serve the formerly incarcerated population.

Allowable Uses (Direct Services)

Eligible activities include those listed below.

- English language improvement training
- Basic skills and adult education
- High school diploma and GED acquisition
- Skills and vocational training that aligns with regional labor market needs identified as part of the California Workforce Innovation and Opportunity Act regional planning process
- Stipends for trainees
- Industry certifications
- Pre-apprenticeship programming offered in a manner that is consistent with the requirements of Section 14230 of the California Unemployment Insurance Code
- Mentoring
- Other remedial education and work readiness skills

- Basic Career Services, Individualized Career Services, and Follow-up Career Services as defined by the Workforce Innovation and Opportunity Act Joint Final Rule. See U.S. Department of Labor TEGL 16-16 for additional information.
- In-reach to individuals transitioning from incarceration to post-release employment and/or training that entails shared client case management among the workforce development and corrections systems

Allowable Uses (Supportive Service / Earn and Learn)

Supportive services and “earn and learn” activities which entail payment for participating in training and other workforce activities are allowable. “Supportive services” are defined as services that are necessary to enable an individual to successfully participate in, or receive, workforce, education, and other related services. The term “supportive services” includes services such as transportation, child care, housing, and needs-related payments that are necessary to enable an individual to participate in activities that lead to employment. “Earn and learn” includes, but is not limited to, a program that does either of the following:

- Combines applied learning in a workplace setting with compensation allowing workers or students to gain work experience and secure a wage as they develop skills and competencies directly relevant to the occupation or career for which they are preparing. (May be “on-the-job training,” where the employer hires the individual and provides occupational training in exchange for reimbursement by grant funds for a portion of wages during the training period; or “work experience,” a typically short-term structured learning experience at a work site where grant funds may be used for compensation but the individual is not on the employer’s payroll.)
- Brings together classroom instruction with on-the-job training to combine both formal instruction and actual paid work experience.

Deliverables and outcomes will include:

NOVA anticipates its contracted subrecipients serving at least 74 individuals (minimum of 37 in each county), all of whom will receive supportive services, 75% of whom will enter job training, and 62% of whom will enter employment.

4.0 QUALIFICATIONS

An organization responding to this RFQ should have the following qualifications, either on its own or with named partners:

- Knowledge of and experience with workforce development services for the formerly incarcerated and justice-involved populations, and experience with addressing barriers faced by these individuals.
- Demonstrated success in placing this target population into unsubsidized employment.
- Ability to collect and report data necessary to fulfill the requirements of NOVA and the State funder.
- Experience partnering with the following, as applicable: CDCR reentry service providers, CDCR Division of Adult Parole Operations, CDCR Division of Rehabilitative Programs, county probation departments, employers, and/or community-based organizations (CBOs)

that serve these populations.

- Ability to be flexible, collaborative, and resourceful in working with multiple organizations.
- Willing to participate in regular meetings of organizations providing services under this grant, as well as other partners, for purposes of information sharing and capacity building.

5.0 BUDGETARY CONSIDERATIONS

This RFQ solicits qualifications for organizations to provide services for a term of approximately September 1, 2019 through March 31, 2022 (actual dates dependent on the final award to NOVA from the California Workforce Development Board. Approximately \$235,000 is available for services in San Mateo County, and \$235,000 for services in Santa Clara County. Approximately 40% of funding must be for direct services, and 60% for supportive services and “earn and learn” services. Exact funding amounts will be negotiated with selected service providers.

6.0 RFQ SUBMITTAL AND REQUESTED INFORMATION

Submittals should include:

a) *Introduction:*

Provide a brief letter of introduction on letterhead transmitting all RFQ information and including an electronic signature.

b) *Experience:*

Provide a profile of experience that the proposer has had with the justice-involved population, specifically related to workforce development and wraparound services, including successful outcomes for employment, retention, and reduced recidivism.

c) *Proposed services:*

Provide a brief description of the services the organization will provide for this project from the list of allowable services, including proposed training activities and potential providers, and the county you propose to serve. Identify all other services to be delivered to the target population that are leveraged from other resources.

d) *References:*

Provide the names of three (3) references from public and/or nonprofit organizations with which you have worked on related projects.

e) *Proportion of funding needed, including partner organizations:*

Identify the proportion of the total available funding you need and any partner organizations that are being included, with the share of funding each organization is proposed to receive.

7.0 RECEIPT OF QUALIFICATIONS

Responses must be received electronically by 3:00 p.m. on May10, 2019. 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 subrecipient(s) to meet its needs, as follows:

- a) NOVA shall call for an RFQ response from interested and qualified parties.
- b) NOVA staff shall screen all responses. Screening criteria may include, without limitation:
 - Depth of workforce-related knowledge and relationships beneficial to the project
 - Experience on projects of similar size and scope, and with the target population
 - Relevance and feasibility of services proposed
 - Capability to deliver timely and high quality services leading to desired outcomes
 - Reference checks on previous projects
- 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 [subrecipients only]

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.