

DATE: October 15, 2020

TO: Workforce Consulting Organizations

FROM: Sharon Johnson PhD, CEO

Shenandoah Valley Workforce Development Board (SVWDB)

SUBJECT: Strategic and Local Workforce Planning Services Request for Quote (RFQ)

DUE DATE: October 29, 2020 by 4:00 p.m. EST

The Shenandoah Valley Workforce Development Board, Inc. (SVWDB), is soliciting quotes from qualified sources to provide strategic plan and comprehensive local plan development for the period beginning July 1, 2020 through June 30, 2024.

The SVWDB is an Equal Opportunity Employer.

Quotes are to be submitted electronically in a PDF version to sjohnson@vcwvalley.com no later than Thursday, October 29, 2020 by 4:00 p.m. EST.

Technical assistance concerning this Request for Quote and its submission is available by contacting:

Sharon Johnson

sjohnson@vcwvalley.com

540-649-4322

I. <u>PURPOSE</u>: The purpose of this Request for Quote (RFQ) is to establish a contract for strategic and local plan development following small purchase procurement practices by evaluating RFQ proposals and obtaining price or rate quotes from workforce consulting organizations.

The resulting contract for services is anticipated to end between April 1 to June 11, 2021.

II. ORGANIZATION BACKGROUND:

- A. The Shenandoah Valley Workforce Development Board (SVWDB), Inc. is a 501(c)3, incorporated agency tasked with implementing, facilitating, and managing federal workforce development initiatives; partnering with various entities, both public and private; ensuring the delivery of quality services to job seekers, workers, and the business community throughout the Virginia Career Works Shenandoah Valley Region. The SVWDB also serves as the regional convener of workforce development stakeholders and resources, in order to develop and improve the region's workforce through a comprehensive strategic vision and local workforce plan. The mission of SVWDB is building partnerships to create workforce opportunities that cultivate business, grow jobs, develop people, and build community. The SVWDB values community, collaboration, innovation, transparency, and integrity.
- B. The SVWDB is responsible for overseeing the delivery of training programs authorized under the Workforce Innovation and Opportunity Act (WIOA) within the cities of Buena Vista, Harrisonburg, Lexington, Staunton, Waynesboro, and Winchester, and the counties of Augusta, Bath, Clarke, Frederick, Highland, Page, Rockbridge, Rockingham, Shenandoah, and Warren. These sixteen jurisdictions comprise Virginia Local Workforce Development Area (LWDA) 4. Within the footprint of the LWDA 4, the SVWDB operates a comprehensive one-stop center located at 160 North Mason St., Harrisonburg, VA; an affiliate center is located at 419 North Cameron St., Winchester, VA, and an additional program services access point is located at 1076 Jefferson Highway, Staunton, VA.
- C. Funds allotted under the above Act and funding streams are used to implement programs to prepare youth and unskilled adults for entry into the labor force and to provide job training to dislocated workers and those economically disadvantaged individuals and other individuals facing serious barriers to employment, who are in special need of such training, to obtain productive employment.

III. STRATEGIC AND LOCAL WORKFORCE PLAN BACKGROUND:

A. The Workforce Innovation and Opportunity Act (WIOA) requires Virginia to develop a Combined State Plan (CSP) every four years to outline how the Commonwealth will implement its workforce development vision and goals.

Additionally, Local Workforce Development Boards (WDBs) are required to develop their own regional plans based on the CSP. Rather than focusing on the work already completed, these strategic plans must demonstrate how the LWDB is going to implement workforce development initiatives over the next four years.

B. Local WDBs have an opportunity with WIOA to change the identity of the workforce system from what many employers see as a social service to a highly valued talent resource. This change can only happen if the culture of the system changes from within. Strategies, policies, and investments made by the local WDBs must drive this change. Partner organizations must see themselves as part of a team with common goals and clear roles to play to achieve stated objectives. With innovative thinkers, local opinion leaders, and leaders of business and industry playing an active role in developing strategies, a local WDB can become a powerful economic driver for a community. A customer centric system is key to creating this environment. The definition of customer must include the employers who have jobs to fill. Understanding how businesses want to work within the workforce system is crucial to the system's success.

IV. STATEMENT OF NEEDS:

The workforce consulting organization will follow guiding principles for local WDB strategic planning, which will include engaging stakeholders, managing the process, engaging the right people in the right setting, and speaking the language.

- A. Prepare for the strategic planning process by addressing the activities listed below.
 - 1. Engaging stakeholders by creating buy-in, determining who should be involved and engaged, identifying engagement techniques for gathering input and building ownership of the plan among stakeholders, and providing follow up for individual volunteers.
 - 2. Managing the strategic planning process through a neutral third party facilitator grounded in group dynamics and decision-making focused on providing support to achieve the desired result. The facilitator will use established guidelines for consistency across all facilitated events.
 - 3. Engaging the right people in the right setting by working with local WDB leadership to determine the scope of work, planning objectives, and a planning schedule prior to identifying a Strategic Planning Team. Determine the strategic planning champion, project manager, and coordinator.

- B. Conduct the strategic planning process by addressing the activities listed below.
 - 1. Hold a meeting of the strategic planning team.
 - 2. Collect relevant documents, plans, and other materials related to workforce, economic development, education and other related sources.
 - 3. Define and schedule stakeholder engagement tactics.
 - 4. Conduct strategic planning team meetings.
 - 5. Plan for strategic plan writing by providing prepared documentation from preceding events to the plan author with the consulting organization.
 - 6. Communication of the strategic plan to relevant stakeholders.
- C. Create the strategic plan by addressing the activities listed below.
 - 1. Mission statement: Lead group discussion to define mission and the connection to the Virginia Workforce greater mission.
 - 2. Vision statement: Lead group discussion to define what it means for the local WDB to be successful. Presents a compelling picture of what will result if the local WDB is successful in filling its mission.
 - 3. Environmental scan: Lead group discussion around the region's strengths and opportunities for growth and challenges given the internal and external enablers and constraints.
 - 4. Goals, strategies, and metrics: Through group discussion define what the local WDB wants to achieve over the next four years based on what the group wants regional workforce development to look like over a four year period. Determine how the local WDB can achieve their goals and the designated short, mid or long-term timeframe. Develop quality metrics to measure when goals are successfully met.
 - 5. Action planning: Using group engagement techniques, work with groups to determine action steps needed to achieve strategies, goals, and plan vision. Set the foundation for the development of the how-to-guide for the local WDB to implement the goals and strategies previously identified.

- D. Draft the local plan by addressing the activities listed below.
 - 1. Use the WIOA local plan template provided by the Virginia Community College System to draft the strategic plan.
 - 2. Work with local WDB leadership to edit the drafted local plan.
 - 3. Prepare for public comment period posting and compilation of public feedback.
 - 4. Plan for submission of the local plan to the Virginia Community College System.
 - 5. Work with local WDB leadership to modify local plan based on state evaluation feedback and to prepare local plan for resubmission for next review.

V. <u>EVALUATION CRITERIA:</u>

Criteria	Points
Experience with local WDBs developing strategic plans and experience with Virginia local WDBs developing WIOA local plans.	10
Preparation for the strategic planning process. (page 2)	24
Conducting the strategic planning process. (page 3)	22
Creating the strategic plan document. (page 3)	24
Drafting the WIOA local plan. (page 3)	20
Total	100

VI. <u>TIMELINE</u>:

Event	Date
VWL with Local Plan Guidance Packet Released	September 30, 2020
Local Plans Due to WIOA Title I Administrator	March 1, 2021
Local Plan Evaluation Period	March 2 through April 3, 2021
Initial Approval Status and Summary Feedback Provided to LWDBs	April 10, 2021
Response from LWDBs Due (as needed)	May 11, 2021
Second Local Plan Evaluation Period (as needed)	May 12 through June 11, 2021
Presentation of Local Plan Review Results to VBWD	June 18, 2021
Final Approval Deadline	June 30, 2021

VII. <u>AWARD OF CONTRACT:</u> An award shall be made to the consulting organization whose quote is determined to be the more advantageous to the SVWDB. The award of a contract shall be at the sole discretion of the SVWDB. The award shall be based on the evaluation of all information as the SVWDB may request. The SVWDB reserves the right to accept or reject any or all quotes in whole or in part and to waive any informality in the RFQ. Further, the SVWDB reserves the right to enter into a contract deemed to be in its best interest.

VIII. GENERAL TERMS AND CONDITIONS

- A. <u>APPLICABLE LAWS AND COURTS</u>: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The consulting organization shall comply with all applicable federal, state and local laws, and rules and regulations.
- B. <u>ANTI-DISCRIMINATION</u>: By submitting their quotes, consulting organizations certify to the SVWDB that they will conform with the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, and where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act, and Section 2.2-4310 of the Virginia Public Procurement Act.
 - 1. During the performance of this contract, the consulting organization agrees as follows:
 - a. The consulting organization will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably

- necessary to the normal operation of the consulting organization. The consulting organization agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The consulting organization, in all solicitations or advertisements for employees placed by or on behalf of the consulting organization, will state that such consulting organization is an equal opportunity employer.
- c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- C. <u>ETHICS IN PUBLIC CONTRACTING</u>: By submitting their quotes, consulting organizations certify that their quotes are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other consulting organization, supplier, manufacturer or subcontractor in connection with their quote, and that they have not conferred with any employee having official responsibility for this procurement transaction, and have not received any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged. The consulting organization and any related organizations will not be allowed, during the contract period, to perform or submit quotes on auditing services for the SVWDB.
- D. <u>IMMIGRATION REFORM AND CONTROL ACT OF 1986</u>: By submitting their quotes, consulting organizations certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- E. <u>DEBARMENT STATUS</u>: By submitting their quotes, consulting organizations certify that they are not currently suspended or debarred by the Commonwealth of Virginia or the Federal government from submitting bids or quotes on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- F. <u>ANTITRUST</u>: By entering into a contract, the consulting organization conveys, sells, assigns, and transfers to the SVWDB all rights, title, and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the SVWDB under said contract.

- G. <u>CLARIFICATION OF TERMS</u>: If any prospective consulting organization has questions about the specifications or other solicitation documents, the prospective consulting organization should contact the SVWDB's CEO, Sharon Johnson (whose contact information is contained of the face of the solicitation).
- H. <u>PAYMENT</u>: Payment to the consulting organization shall be made based upon the parties mutually agreed upon intervals or deliverables.
- I. QUALIFICATIONS OF CONSULTING ORGANIZATIONS: The SVWDB may make such reasonable investigations as deemed proper and necessary to determine the ability of the consulting organization and subcontractors to perform the services/furnish the goods, and the consulting organization and subcontractor shall furnish to the SVWDB all such information and data for this purpose as may be requested. The SVWDB reserves the right to inspect the consulting organization and subcontractors' physical facilities prior to award to satisfy questions regarding the consulting organization's capabilities. The SVWDB further reserves the right to reject any quote if the evidence submitted by, or investigations of, such consulting organization fails to satisfy the SVWDB that such consulting organization is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- J. <u>TESTING AND INSPECTION</u>: The SVWDB reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- K. <u>ASSIGNMENT OF CONTRACT</u>: A contract shall not be assignable by the consulting organization in whole or in part without the written consent of the SVWDB.
- L. <u>CHANGES TO THE CONTRACT</u>: Changes can be made to the contract in any of the following ways:
 - 1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - 2. The SVWDB may order changes within the general scope of the contract at any time by written notice to the consulting organization. Changes within the scope of the contract include, but are not limited to, items such as services to be performed and the timing of services rendered and dates of deliverables. The consulting organization shall comply with the notice upon receipt. The consulting organization shall be compensated for any additional

costs incurred as the result of such order and shall give the SVWDB a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
- b. By agreeing upon a unit price or using a unit price set forth in the contract.; or
- c. By ordering the consulting organization to proceed with the work and keep a record of all costs incurred and savings realized, a markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as a result of savings realized. The consulting organization shall present the SVWDB with all vouchers and records of expenses incurred and savings realized.

The SVWDB shall have the right to audit the records of the consulting organization, as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the SVWDB within thirty (30) days from the date of receipt of the written order from the SVWDB. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the disputes provisions of the Commonwealth of Virginia Public Procurement Act. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contact shall excuse the consulting organization from promptly complying with the changes ordered by the SVWDB, or with the performance of the contract generally.

M. <u>DEFAULT</u>: In case of failure to deliver services in accordance with the contract terms and conditions, the SVWDB, after due written notice, may procure them from other sources and hold the consulting organization responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the SVWDB may have available to it.

IX. SPECIAL TERMS AND CONDITIONS:

A. <u>CONFIDENTIALITY OF INFORMATION</u>: The consulting organization shall treat all information utilized in its performance of the contract as confidential, personal information. The consulting organization shall handle all confidential information in accordance with the Virginia Privacy Protection Act. All files and other records developed or maintained pursuant to the execution of the contract are

the property of the SVWDB and shall be delivered to the agency upon demand. The consulting organization merely serves as the custodian of the files and acts as agent for the SVWDB in the performance of the project requirements.

- B. <u>CANCELLATION OF CONTRACT:</u> The SVWDB reserves the right to cancel and terminate any resulting contract, in part or in whole, upon 10 days written notice to the consulting organization. In such event, the SVWDB will only be liable for costs incurred to the date of termination.
- C. <u>CONTRACT EXTENSION</u>: The SVWDB reserves the right to extend any resulting contract under the terms and conditions of the original contract, at the sole discretion of the SVWDB.
- D. <u>TERMINATION</u>: The SVWDB reserves the right to terminate the contract for the convenience of the SVWDB when certain occasions arise. It is understood and agreed between the SVWDB and the consulting organization, that the SVWDB shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- E. <u>WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)</u>: This solicitation is subject to the provisions of WIOA State Oversight, Financial management, Monitoring, Procurement, Equal Opportunity, the Commonwealth of Virginia's WIOA Regulations and Policy as promulgated by the Virginia Community College System (VCCS), and any revisions thereto, which are hereby incorporated into this contract in their entirety. This solicitation is subject to specific grant requirements, which are hereby incorporated into this contract in their entirety.
- X. <u>INDEMNIFICATION</u>: The consulting organization agrees to indemnify, defend and hold harmless the SVWDB, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by any services of any kind or nature furnished by the consulting organization, provided that such liability is not attributed to the sole negligence of the SVWDB. These provisions apply to each sub-tier consulting organization performing under the primary contract.

The Shenandoah Valley Workforce Development Board is an Equal Opportunity Employer/Program Auxiliary aids and services are available upon request to individuals with disabilities TDD: VA Relay Center: 711 or 800.828.1120

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This workforce product was created using 100% of federal U. S. Department of Labor Employment and Training Administration Workforce Innovation and Opportunity Act (WIOA) award of \$1,460,148 (#AA-33260-19-55-A-51) made to Page County on behalf of the Shenandoah Valley Workforce Development Area by the pass-through entity, the Virginia Community College System. No costs of this product were financed by nongovernmental sources. The information contained herein does not necessarily reflect the official position of the U.S. Dept. of Labor.