

BEDFORD COUNTY
BEDFORD
Virginia



REQUEST FOR PROPOSALS
Employment Advancement Program
FOR BEDFORD DEPARTMENT OF SOCIAL SERVICES

Deadline for
Submission: 5:00
PM, July 1, 2019

Employment Advancement Program

for Bedford County Social Services

June 13, 2019

I. OVERVIEW OF REQUEST

The Bedford County Department of Social Services invites sealed proposals from qualified firms and/or individuals to facilitate an Employment Advancement Program for Bedford County residents.

The purpose of this Request for Proposals (RFP) is to solicit proposals for proven service approaches and strategies that help participants of Temporary Assistance for Needy Families or TANF (current and former TANF clients – including those with multiple barriers to becoming employed) prepare to enter, succeed, and advance in the workplace. The intent is to provide resources to expand and enhance existing service delivery efforts that address more fully the needs of the target population prior to their entry into work and during employment. The Virginia Department of Social Services (VDSS) intends for the key outcomes of this initiative to be increased job placement, increased job retention, higher entry-level employment wages and increased wage gains with job advancement over time for clients who receive services from this project.

The funds available for the initial award period are provided by VIEW (Virginia Initiative for Employment not Welfare) funding and SNAPET (Supplemental Nutrition Assistance Program Employment Training) funding and is subject to Federal availability. Recipients of funding through this solicitation must comply with Federal TANF laws and regulations. Funds will be awarded to firms, organizations and/or agencies that have proven records of effectively delivering the described services.

The program should serve approximately 100 people per year and work with:

- Individuals who are already employed at the time of their program enrollment;
- Individuals who face special issues and need extra preparation and support before entering the workforce;
- Individuals who find employment but need additional support and counseling in order to maintain employment;
- Individuals who can find only entry level, low wage or part-time employment.

The objective of this initiative is to help unemployed citizens obtain and maintain employment. Both employed and unemployed participants must develop better employment histories as well as increase the quality of their jobs over time through higher wages, better benefit packages and greater job security. Job retention and career advancement are concerns that must be addressed during preparation for entry into the workplace and at post-placement.

Job retention and advancement strategies may vary as greatly as the individuals to be served. Some who have a poor work history may need assistance in transitioning to new positions to help build better employment records that can demonstrate their qualities as workers. Finding better jobs can also help improve job loyalty that can serve the best interests of both the employee and the employer.

II. DESCRIPTION OF SERVICES

- Comprehensive assessments (including utilization of psychologists, clinicians, and educational assessors) that help identify strengths, diagnose disabilities and determine any treatment and accommodations required;
- Services that stabilize an individual's situation so that he/she can participate in or retain employment and/or seek alternative financial resources such as Social Security Income;
- Intensive work preparation or work adjustment services, including education and skills training, community work experience placements and on the job training;
- Job development and placement services including regional initiatives and subsidized employment.
- Development and maintenance of Public Service Program (PSP) sites.
- Other services that assist individuals to retain employment and/or obtain higher wages, obtain health benefits and/or obtain jobs with career paths that will in turn eliminate the participating individuals' families need for TANF benefits.

III. MINIMUM QUALIFICATIONS

A. Training, Education and Experience

Proposers should have prior experience working with people who struggle to find and maintain employment.

B. Essential Knowledge, Skills and Abilities

- General knowledge of services, programs and community resources available in Bedford County.
- General knowledge of human behavior and acceptance of rights, responsibilities and differences of others.
- Ability to independently understand and apply policies and regulations.
- Ability to plan, organize and prioritize daily tasks; ability to use independent judgment and initiative when carrying out assigned tasks and responsibilities.
- Ability to communicate and establish effective working and professional relationships with citizens, coworkers, other professional and technical staff, social agencies and the general public.
- Ability to communicate effectively in writing for case documentation or verbally for interagency meetings and conferences.
- Ability to set up, organize and maintain professional records.
- Ability to comprehend the treatment process such as goals, objectives, strategies, interventions and progress and impediments.

This description provides information regarding the essential functions of the designated job and the general nature and level of work associated with the job. It should not be interpreted to describe all the duties whose performance may be required of such employees or be used to limit the nature and extent of assignments such an individual may be given.

IV. GENERAL TERMS AND CONDITIONS

A. Information to be Included in Proposals

- Cover letter with Proposer's name, address, telephone number, website and

- fax number;
- Evidence of Proposer's qualifications (as listed above);
- At least three (3) client references;
- Insurance of Liability Certificate:
 - Commercial General Liability Insurance written on an occurrence basis which shall insure against all claims, loss, cost damage, expense or liability from loss of life or damage or injury to person or property arising out of the Provider's performance under this Contract. The minimum limits of liability for this coverage shall be \$1 million combined single limit for any one occurrence.
 - Contractual Liability Broad Form Insurance shall include the indemnification obligation set forth in this contract.
 - Workers' Compensation Insurance covering Provider's statutory obligations under the laws of the Commonwealth of Virginia and employer's liability insurance shall be maintained for all its employees engaged in work under this contract. Minimum limits of Liability for employers liability insurance will be \$100,000 for bodily injury by accident each occurrence, \$100,000 bodily injury by disease (policy limit) and \$100,000 bodily injury by disease (each employee). With respect to Workers' Compensation coverage, the Provider's insurance company shall waive rights of subrogation against the Buyer, its officer, employees, agents, volunteers and representatives.
 - Automobile Liability Insurance shall be at least \$1 million combined single limit applicable to owned or non-owned vehicles used in the performance of any work under this contract.
 - Professional Liability Insurance with a minimum of liability of \$1 million.
 - The insurance coverage in amounts set forth in this Section may be met by an umbrella liability policy following the form of the underlying primary coverage in a minimum amount of \$1 million. Should an umbrella liability coverage policy be used to satisfy the requirements of this section, such coverage shall be accompanied by a certificate of endorsement stating that the policy applies to all of the above types of insurance.
 - The Provider shall provide, on demand, certified copies of all insurance coverage required by this Agreement within ten (10) days of such demand. These certified copies shall be sent directly to the Buyer by the Provider's insurance agent or representative.
 - No change, cancellation or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the Contracting Officer of the buyer. The Provider shall furnish a certificate prior to any change or cancellation date. The failure of the Provider to deliver a new and valid certificate shall result in suspension of all payments until the new certificate is furnished.
 - Unless otherwise specified, insurance required by this Agreement shall be in full force and effect throughout the Agreement term. If the Provider fails to provide the Buyer with acceptable evidence of current insurance within ten

(10) days after written notice during the Agreement term the Buyer shall have the absolute right to terminate the Agreement without any further obligation to the Provider.

- If an “ACORD” Insurance Certificate form is used by the Provider’s insurance agent, the words “endeavor to” and “... but failure to mail such notice shall impose no obligation or liability of any kind upon the company” in the “Cancellation” paragraph of the form shall be deleted or marked out.
- Nothing contained herein shall be construed to be a waiver of the Buyer’s Sovereign Immunity under law.
- The County, its officers, employees and volunteers shall be named as an “additional insured” in the Automobile and General Liability policies and it shall be stated on the Insurance Certificate that this coverage “is primary to all other coverage that the County may possess”.

B. Response to Proposals

Forward five (5) copies of your response to this RFP with all supporting information you wish to be considered no later than 5:00 PM, July 1, 2019 to:

Bedford County Department of Social Services
Attn: Andy Crawford, Director
119 E. Main Street
Post Office Box 1187
Bedford, VA 24523

C. Issuing Office:

Bedford County Department of Social Services
Attn: Andy Crawford, Director
119 E. Main Street
Post Office Box 1187
Bedford, VA 24523

D. Inquiries:

Questions concerning this RFP should be submitted in writing to Andy Crawford, Director, 119 East Main Street, Post Office Box 1187, Bedford, VA 24523 or via email at andrew.crawford@dss.virginia.gov. All questions must be submitted by 5:00 on June 25, 2019.

E. Issuing Date:

June 13, 2019

F. Closing Date/Time:

In order for all proposals to be fairly considered, Proposers will submit five (5) proposals (sealed together in one envelope) to the contact above clearly marked “**Employment Advancement**” along with the closing time and date no later than 5:00 PM local prevailing time on July 1, 2019. Without exception, proposals delivered after this date and time

will not be accepted. Information on the envelope other than the bid title and closing time and date **will not be considered**.

Proposals will be reviewed by the Department of Social Services after the closing date. All submitted proposals will be available for public inspection; therefore, confidential information should not be submitted. (Proposer client references are exempt from public review.)

G. Proposers Understanding of Requirements:

It is the responsibility of each proposer submitting a proposal to inquire about and to clarify any requirement of the RFP which is not understood. Proposers must submit inquiries concerning bidding procedures or bid specifications concerning this RFP in writing or via FAX. The Bedford Department of Social Services will issue written responses via FAX or email. Only written responses to inquiries concerning this proposal's procedure or its specifications will be considered valid by the Bedford Department of Social Services. Non-written questions from organizations and proposers and verbal responses by the County should be limited to simple clarifications and will not be considered valid as part of the bid process.

H. Incurring Cost:

The Bedford Department of Social Services is not liable for any cost incurred by any proposer interested in submitting an RFP or any selected contractor prior to the execution of a contract.

I. Evaluation of RFP:

The Issuing Office intends to award work under this RFP to the lowest responsible and responsive proposer after the review committee has reviewed the apparent winning proposal for compliance with RFP specifications. Proposers agree that prices quoted are binding for the duration of the contract.

J. Negotiation with selected Proposer:

In the case that the selected proposal's cost exceeds the available funds of the Bedford Department of Social Services the Bedford County Department of Social Services reserves the right to negotiate with the selected proposer to obtain a contract price within available funds.

K. Binding Proposal:

The contents of the winning proposal, in its entirety, shall become an attachment to and part of the agreement between the Proposer and the Bedford Department of Social Services. This RFP shall become in total a part of the final contract. The Bedford Department of Social Services reserves the right to withhold payment if any of the articles in this document are not upheld until situation is rectified.

L. Modification and Withdrawal of Proposals:

Bids may be modified or withdrawn per the guidelines of the Code of Virginia, Section 2.2-4330. Any Proposer withdrawing a proposal shall give notice in writing of the right to withdraw their bid within two (2) business days after the conclusion of

the bid opening procedure.

M. Indemnification:

The Contractor shall indemnify and hold harmless Bedford Department of Social Services, its officers, boards, commissions, agents and employees against any and all claims, demands, causes of action, suits, proceedings, damages, costs or liabilities (including costs or liabilities of the Bedford Department of Social Services with respect to its employees), of every kind and nature whatsoever, including, but not limited to, damages for injury or death or damages to person or property, regardless of the merit of any of the same, including any attorney fees, accountant fees, expert witness or consultant fees, court costs, per diem, expense traveling and transportation expense, or other costs or expense arising out of or pertaining to the performance of this Agreement by contractor and for which Contractor would otherwise be responsible unless resulting from the sole negligence of Bedford Department of Social Services or its officers, boards, commissions, agents or employees.

N. Termination of Contract:

Should the Contractor fail to perform the work as set forth in this RFP, the Bedford Department of Social Services has the right to terminate the contract immediately.

Should unforeseen circumstances require cancellation of the contract by either party, the Bedford Department of Social Services and the Contractor both retain the right to cancel the contract with 30 days written notice.

O. Bedford Department of Social Services' Rights:

Bedford Department of Social Services reserves the right to reject any and all proposals or to contact any submitting Proposer or reference prior to award for explanations or clarification. Bedford Department of Social Services reserves the right to waive any formalities and to award to the most responsive and responsible Proposer.

P. Non-Discrimination by Bedford County:

Bedford Department of Social Services does not discriminate against race, religion, creed, color, national origin, age, sex, marital status or the presence of any sensory, mental or physical disability or against faith-based organizations.

Q. Employment Discrimination by Contractor Prohibited:

During the performance of this contract the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, availability to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law,

rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

4. The contractor will include the provisions of the foregoing paragraphs R, S and T in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

R. Drug Free Workplace to be Maintained by Contractor:

During the performance of this contract, the Contractor agrees to (i) provide a drug free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

S. Ethics in Public Contracting:

This RFP incorporates by reference any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act, the Virginia Governmental Frauds Act, and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Virginia Code as amended. The Proposer certifies that its proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other proposer, supplier, manufacturer or sub-proposer and that it has not conferred on any public employee having official responsibility for this purchase 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.

T. Immigration Reform and Control Act of 1986:

The Proposer certifies that it does not and will not during the performance of any contract, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

U. Proposal Binding:

The contents, in their entirety, of the proposal submitted by the accepted firm shall become an attachment to and part of the agreement between the firm and the Issuing Office.

V. Applicable Law:

This RFP and any subsequent contract and the work performed thereunder shall be governed in all respects by the laws of the Commonwealth of Virginia (excluding

laws pertaining to conflict-of-laws) and the venue for any litigation with respect thereto shall be in the Circuit Court for Bedford County, Virginia or as otherwise required by law. The Proposer shall comply with applicable federal, state, and local laws and regulations.

W. Assignment:

The Proposer shall not assign, transfer, convey, sublet or otherwise dispose of any award or any or all of its rights, obligations or interests under this contract, without the prior written consent of the Bedford Department of Social Services.

X. Protest of Award:

Bedford Department of Social Services reserves the right to announce its intent to award prior to formal award by posting proposal results on the County website. The Intent-to-Award announcement shall serve as notice to all Proposers that Bedford Department of Social Services intends to make an award.

Proposers shall have 10 calendar days from the date of the Intent-to-Award announcement within which to view the proposal results (by appointment). Protests must be filed (in a written format) within this time frame. Protests submitted after the 10 days have passed will not be accepted.

Bedford Department of Social Services has 10 days from the day of receipt of a protest to respond; Bedford Department of Social Services may also respond to protests submitted by proposers for the purposes of clarification; however, any response provided by Bedford Department of Social Services is not intended to and shall not in and of itself constitute confirmation that the Protester is, in fact, adversely affected or aggrieved and therefore entitled to protest the award.

Please note that work references are considered proprietary information and will not be subject to Freedom of Information Act requests (FOIA Exemption 4, Commercial or Confidential Information).

Y. Term of Contract:

The contract for these services shall be for a period of ten (10) months, beginning August 1, 2019 and ending May 31, 2020 and will be renewable for additional one (1) year terms, if expressly agreed to in writing by the Contractor and Bedford Department of Social Services at least 30 days prior to the expiration date of the contract.

This RFP and the terms and conditions contained herein will become part of the final contract.

