

RFP # L-31

**CITY OF SALEM
PURCHASING DEPARTMENT
Salem, Mass., February 9, 2010**

Sealed Proposals from interested contractors to Develop and Provide Occupational Skills Training to Workforce Investment Act Eligible Individuals as determined by the North Shore Career Centers will be received and registered at the Office of the City Purchasing Agent, 120 Washington Street, Salem, MA 01970.

The City of Salem reserves the right to reject any or all Proposals, to omit any item or items called for, or to accept the Proposal deemed in the best interest of the City.

This Proposal request is to be returned to the office of the Purchasing Agent by 10am March 10, 2010 signed and sealed by the party making the offer.

Send all communications to City Purchasing Agent, 120 Washington Street, Salem, Massachusetts 01970.

**Develop and Provide Occupational Skills Training to Workforce Investment Act Eligible
Individuals as determined by the North Shore Career Center**

The Proposer acknowledges receipt of the following Addenda _____

The undersigned hereby agrees to furnish the City of Salem, in conformity with this Proposal, all Goods or Services at the price affixed thereto and will make delivery within _____ days from the date of receipt of order.

COMPANY NAME

BUSINESS ADDRESS

CITY, STATE & ZIP CODE

TELEPHONE & FAX NO.

AUTHORIZED OFFICER (print)

AUTHORIZED SIGNATURE

DATE _____

**LEGAL NOTICE
CITY OF SALEM**

RFP#L-31

Sealed proposals from interested contractors to Develop and Provide Occupational Skills Training to Workforce Investment Act Eligible Individuals as determined by the North Shore Career Centers will be received and registered at the Office of the City Purchasing Agent, 120 Washington Street, Salem, Mass. 01970, until 10:00 A.M, March 10, 2010 at which time and place they will be publicly opened and read for the following:

The North Shore Workforce Investment Board is seeking formal bids from local educational providers , community based organizations, and others to develop and provide occupational skills training to local residents under the American Recovery and Reinvestment Act 2009 to WIA eligible individuals as determined by the North Shore Career Centers.

Proposal specifications, information, and forms are available on request at the Office of the City Purchasing Agent and may be Viewed on the North Shore Workforce Investment Board Website, which is, www.northshorewib.com. The Contract Award is made by the Purchasing Agent and is subject to approval by the Mayor. The City of Salem reserves the right to reject any and all Proposals or to waive any informalities in the Proposal Process, if deemed in the city's best interest.

Thomas Watkins
Purchasing Agent

February 9, 2010

CERTIFICATE OF NON-COLLUSION AND TAXATION ATTESTATION CLAUSE

As required under Chapter 233 and 701 of the Mass. Acts and Resolves of 1983, all bidders must certify to the following, by signing this page in the space indicated below.

- 1. The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion of fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union committee, club, or other organization, unity or group or individuals.**
- 2. “Pursuant to M.G.L. Ch 62C, sec. 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law”.**

Authorized Officer (Print)

***(Authorized Signature)**

(Name of business)

(Social Security No. or Federal Identification No.)

***Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.**

This does not constitute the legal signature required for the bid or proposal on page one.

Certification Regarding Debarment and Suspension

The Bidder certifies that neither it nor its principals

1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Have within the 3 year period preceding this Application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
3. Are presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with the commission of any of the offenses enumerated in paragraph (b) above.
4. Have within the 3- year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default.

Signature of Authorized Officer

REQUEST FOR PROPOSALS

RFP#L-31

SPECIFICATIONS, CONDITIONS AND REQUIREMENTS

Develop and Provide Occupational Skills Training to WIA eligible individuals as determined by the North Shore Career Centers

Sealed proposals from interested contractors to Develop and Provide Occupational Skills Training to WIA eligible individuals as determined by the North Shore Career Centers will be received and registered at the Office of the City Purchasing Agent, 120 Washington Street, 3rd floor, Salem, MA 01970, until 10am March 10, 2010 , at which time the Non-Priced Proposal(s) shall be opened.

1. PROPOSAL RULES

- A. This proposal is solicited to the General Public and a Contract will be awarded pursuant to the rules set forth in Chapter 30B of the Massachusetts General Laws, and subject to approval by the Mayor of Salem, Massachusetts.

Proposers shall submit One Original and four copies each, of the price and non-price proposals. The Price Proposal shall be type written and shall represent the amount proposed to provide Training Services.

The Price Proposal must be signed, dated and placed in a separate envelope and sealed. The Non-Price proposal must comply with all the minimum requirements set forth in this request for proposals in order to be considered responsive. The Non-Price Proposal shall also be signed, dated and placed in a separate envelope, and sealed.

Please note: All information pertaining to qualifications and method of satisfying the attached specifications and comparative criteria must be documented, signed, and enclosed in the Non-Price Proposal envelope that you will provide. Both of the envelopes containing the price and non-price proposals must be marked with the proposers name, date of opening, bid number, description of proposal, and marked as either the PRICE PROPOSAL OR NON-PRICE PROPOSAL.

2. REVIEWING PERIOD

- A. All Proposals meeting proposal requirements and conditions may be held by the City of Salem for a period not to exceed Thirty (30) days, excluding Saturdays, Sundays and the City of Salem's Legal Holidays, from the date of the opening of proposals for the purpose of reviewing the proposals and investigating the qualifications of proposers, prior to the awarding of the contract.

3. BASIS OF PROPOSAL AWARD

- A. The contract shall be awarded to the responsible and responsive proposer submitting the most Highly Advantageous proposal, taking into consideration the proposal's relative merits.

4. PRICE

- A. The price to provide the services requested must be in the priced proposal envelope only.

5. EVALUATION OF PROPOSAL

- A. Each proposal shall be evaluated by a committee appointed by the City's Chief Procurement Officer. The documented results and rankings based on the Evaluation Criteria shall then be submitted to the City's Chief Procurement Officer who will make the award.
- B. The North Shore Workforce Investment Board has been appointed to evaluate the relative merits of the submitted proposals. The proposal must be reviewed and approved by the Mayor of the City of Salem, Mass.

6. COMPLIANCE WITH APPLICABLE LAWS

- A. The contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- B. The successful proposer must comply with all federal, state, and municipal laws, ordinances, rules and/or regulations, including labor laws, and those against discrimination, existing or adopted in the future which are applicable at any time to the contractor pursuant to its obligations during this project. The successful proposer and any of his subcontractors, agents, servants and/or employees shall obtain at their sole cost and expense, all required permits, approvals, licenses and/or certificates necessary for the performance of all obligations pursuant to the agreement.

7. FORCE MAJEURE

- A. Neither party shall be liable to the other or be deemed to be in breach under the agreement for any failure to perform, including without limitation a delay in rendering performance, due to causes beyond its reasonable control, such as an order, injunction, judgment, or determination of any Court of the United States or of the Commonwealth of Massachusetts, an Act of God, war, civil disobedience, extraordinary weather conditions, labor disputes, or shortage or fluctuation in electric power, heat, light or air conditioning. Dates or time of performance will be extended automatically to the extent of such delays provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

8. TERMINATION OF CONTRACT

- A. Subject to the provisions of the section entitled “Force Majeure,” if the successful proposer shall fail to fulfill in a timely and satisfactory manner its obligations under this agreement, or if the successful proposer shall violate any of the covenants, conditions, or stipulations of this agreement, which failure or violation shall continue for three (3) business days after written notice of such failure or violation is received by the successful proposer, then the municipality shall thereupon have the right to terminate this agreement by giving written notice to the successful proposer of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination.

9. QUESTIONS AND INTERPRETATIONS

- A. Any questions regarding the proposal documents shall be referred to the Purchasing Agent in writing at least **Seven (7) working days** prior to the date and time for receipt of bids. All answers and interpretations and any changes to the documents will be issued in the form of addenda to all proposers of record and the addenda shall become part of the contract documents. No other form of communication in this regard will be considered legal and binding.

10. EXAMINATION

- A. By submitting a proposal, the proposer warrants that he/she has fully acquainted himself/herself with all conditions, requirements and specifications

11. ABILITY AND EXPERIENCE

- A. The Awarding Authority will not award a contract to any proposer who cannot furnish satisfactory evidence of his/her ability and experience in this type of service to enable him/her to prosecute and complete the work within the contract period.
- B. The Awarding Authority may make such investigations as it deems necessary to determine the above and a proposer shall furnish any information requested in this regard and shall furnish it under oath if required.

12. CERTIFICATE OF NON-COLLUSION & TAX ATTESTATION FORM

- A. All proposers must sign the attached form which incorporates both an attestation clause regarding Massachusetts State tax returns and a Certificate of Non-Collusion and submit it with their Non-Price Proposal.

13. CORRECTIONS

- A. Erasures or other changes in the proposal must be explained or noted over the signature of the proposer.

14. CONFLICT OF INTEREST

- A. The successful proposer agrees that, to the extent that such law is applicable to the duties it is to perform hereunder, it will comply with the provisions of Chapter 268A of the General Laws concerning conflict of interest. The successful proposer covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance under the agreement.
- B. No employee of the municipality and no public official who exercises any function or responsibilities in the review of approval of the undertaking or carrying out of this agreement shall:
 - 1. Participate in any decision relating to this agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly interested; or
 - 2. Have any financial interest, direct or indirect in this agreement or the proceeds thereof.

15. RULES AND REGULATIONS

- A. The proposer's attention is directed to the fact that all applicable Federal and State Laws and applicable Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over performance of the contract shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

16. LIABILITY

- A. The Proposer agrees to indemnify, save harmless, and defend the City, its agents, and its employees from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorneys fees), which it may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulation, or orders caused, in whole or in part, by the Proposer's employees, or its agents or servants, in the performance of an Awarded Contract

17. BID DEPOSIT: Not Required

18. SIGNATURE

- A. All Proposals shall be complete, factual, and signed by an authorized officer of the successful proposer's company on the front of the cover page.

19. WAIVER

- A. The City of Salem reserves the right to reject any and all proposals, or to waive any informalities in the proposal process, if deemed in the City's best interest.

20. CONTRACT :The anticipated performance period of the Awarded Contract shall be March 25, 2010 through June 30, 2010

- 21. The successful proposer, at its expense, must have sufficient Insurance as specified below and provide the City of Salem proof of said insurance at the time of contract award. Any State mandated insurance for this service not specified below must also be provided.**

22. INSURANCE COVERAGE:

General - The successful proposer shall before commencing performance of the Contract be responsible for providing and maintaining insurance coverage in force for the life of the Contract of the kind and in adequate amounts to secure all of the obligations under the Contract and with insurance companies licensed to write insurance in the Commonwealth of Massachusetts. All such insurance carried shall not be less than the kinds and amounts designated herein, and the successful proposer agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the Contractor to any such kinds and amounts of insurance coverage. All policies issued shall indemnify and save harmless the City of Salem, its agents and employees from any and all claims for damages to persons or property as may rise out of the performance of this Contract.

Comprehensive General Public Liability and Property Damage Liability

Insurance - The successful proposer shall carry Comprehensive General Liability Insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of bodily injury to or death of one person, and subject to that limit for each person, a total limit of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries or death of two or more persons in any one accident; and Comprehensive Property Damage Liability Insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit per accident, a total (or aggregate) limit or not less than One Million Dollars (\$1,000,000.00) for all damages arising out of injury to or destruction of property during the policy period.

Comprehensive Automotive and Property Damage Insurance - The successful proposer shall carry Insurance covering all owned vehicles, hired vehicles or non-owned vehicles under the control of the successful proposer while performing work under the Contract in the amount of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of bodily injuries to or death of one person

and subject to that limit for each person, a total of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries to or death of two or more persons in any one accident; and Property Damage coverage in the amount of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages to or destruction of property.

The successful proposer must carry Workman's Compensation Insurance in the amounts prescribed under Massachusetts State Law and meet all other City and State Laws and Regulations.

No cancellation(s) of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other party and to the City of Salem at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said notice, which shall be sent by registered mail, return receipt requested. These provisions shall apply to the legal representative(s), trustee in bankruptcy, receiver, assignee, trustee, and successor(s) in interest of the successful proposer.

All insurance coverage shall be at the sole expense of the successful proposer and shall be placed with such company as may be acceptable to the City of Salem and shall constitute a material part of the contract documents.

Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of the contract, and may constitute sufficient grounds for immediate termination of the same.

23. The City of Salem is an Affirmative Action/Equal Opportunity Employer and does not discriminate on the basis of race, color, creed, religion, national origin, age or disability. MBE/DBE are encouraged to submit proposals and will be given every opportunity to participate.

24. No proposals will be accepted from or for any person who has broken a contract with the City during the preceding three years.

FAILURE TO COMPLY WITH THE ABOVE CONDITIONS, REQUIREMENTS AND SPECIFICATIONS OR ANY ATTACHED CONDITIONS, REQUIREMENTS OR SPECIFICATIONS MAY BE JUSTIFICATION TO REJECT ANY BID

REQUEST FOR INFORMATION
NORTH SHORE WORKFORCE INVESTMENT BOARD

Request for Proposal

American Reinvestment and Recovery Act 2009 (ARRA) program services:

The North Shore WIB is seeking bids from local educational providers, community-based organizations, and others to develop and provide occupational skills training under the American Recovery and Reinvestment Act 2009 to WIA eligible individuals as determined by the North Shore Career Centers. Programs should include the following

1. Occupational Skills training should provide unemployed and low skilled adults 18 and over (who are WIA Eligible) with skills leading to employment within the local labor market in career paths of critical and emerging industries in the region¹.
2. These industries include construction (with an emphasis on green job skills and apprentice or pre-apprentice-type programs), health care, advanced manufacturing, financial services, biotechnology, or the creative economy.
3. Programs will only be funded if they are currently not on the WIB approved vendor list through the vendor proposing or through any other vendor.
4. Other priority concerns include programs that can be sustained beyond the terms of the ARRA on a tuition basis, particularly on programs that are eligible for federal financial aid and/or eligible for inclusion on the WIB Approved Vendor list.
5. Also, the WIB will provide extra consideration to programs that include at least one course that provides college credit toward a certificate, associates, bachelors, or masters degree.
6. The WIB is interested in moving students into training as soon as possible, but no later than August 2010
7. In addition to skills training, providers can include Adult Basic Education and English for Speakers of Other Languages as part of the program, either directly or indirectly through partner organizations.
8. Heavy emphasis placed on positive employment outcomes and the development of career pathways for long-term learning and success.

Please respond to the following in 3 to 5 pages:

1. Describe the occupation(s) for which you are proposing training.
2. Describe the industry where these occupations primarily exist, as well as the current need for this skill, anticipated openings, average wage, etc.
3. Describe the following detailed program design elements:
 - a. Average length of training
 - b. Hours per week of training
 - c. Location of training
4. Include full curriculum (if curriculum not available, include curriculum summary that provides the WIB with a clear understanding of what will be taught.) This item should not be considered in the 3 to 5 page guide listed above.

¹ As documented in the North Shore WIB 2007 Labor Market Blueprint.

http://www.northshorewib.com/Reference/NSWIB_Blueprint_2007Web.pdf

5. What pre-requisites will be required of students entering this program, including reading, math, or other academic levels that students should be at in order to successfully complete training
6. How will you work with the North Shore Career Centers to ensure that students meet all WIA eligibility standards? (Please include names of staff, or titles if not yet hired, from your organization who will be responsible for working with North Shore Career Center staff on WIA Eligibility during the recruitment phase of the program.)
7. What anticipated barriers will the students have to employment and what will be the overall strategy between the instructor and student to overcome and obtain or upgrade employment?
8. What local companies have indicated an interest in hiring successful graduates of this program?

In addition, a detailed budget and budget narrative is required. Please see sample budget attached. The budget narrative should provide narrative on each individual line item.

WIB DESCRIPTION

Mission Statement

The North Shore WIB is a public/private partnership which provides a central point where citizens, businesses, labor, and community leaders create programs that ensure our workforce has the skills our employers need today and tomorrow.

We are a diverse group of North Shore professionals representing education, business, and government committed to understanding business and workforce needs. We implement services and programs that match workforce skills with business requirements, thus sustaining stable, long term employment.

The North Shore Workforce Investment Board, one of 16 such entities in the State of Massachusetts, is responsible for setting policy and overseeing all federal and state funded workforce development programs across the 19 cities and towns in the north shore area. The Board consists of 35 individuals, the majority of which are business leaders. Additional members represent educational institutions, community based agencies, organized labor, and other entities with expertise in workforce development. The Board, through its subcommittees, develops policy around such issues as welfare reform, school to career, job training, and career center operations. The Board itself does not run programs, but contracts out services through public bids. All funds for WIB activities flow to the City of Salem that acts as its Grant Recipient.

SAMPLE BUDGET

Salaries and Wages:

Provide a breakdown of your staff costs by completing the following.

Position/Title	Hourly Rate	Total Hrs. Per Week	Total Cost

Total Salaries _____

A. Fringe Benefits:

Represents payments other than salaries and wages, made to staff or paid in behalf of or on their account, e.g., pensions, insurance, etc.

Fringe Benefit	% Benefit is of Salaries
FICA	
Worker Compensation	
Health Insurance	
Retirement	
Other	

Total Benefits _____

B. Other Line Items:

List your proposed cost for each additional line item wherever applicable. Indicate the total cost proposed for each line item.

Please note that the line items listed below reflect the types of costs that have historically been proposed. You are not limited to these, nor are you required to propose a cost for each one.

	Total Agency Line Item Cost	Total Cost
A. Instructional Supplies		
B. Office Supplies		
C. Equipment		
D. Facilities		
E. Communications		
F. Postage		
G. Insurance		
H. Travel		
I. Professional Services		
J. Photocopying		
K. Printing		
L. Needs Related Payments		
Other		
Other		
Other		

Total Other Line Items _____

GRAND TOTAL \$ _____
(A+B+C)