

# REQUEST FOR PROPOSALS

# **FOR**

# RESEARCH AND ANALYSIS OF OCCUPATIONAL DATA FOR AN OCCUPATIONAL OUTLOOK REPORT

Proposals must be received no later than 3:00 P.M. Pacific Standard Time,
December 13, 2010

ABSOLUTELY NO EXCEPTIONS

**Issued November 1, 2010** 

San Diego Workforce Partnership, Inc. 3910 University Avenue, Suite 400 San Diego, CA 92105 (619) 228-2900

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# SAN DIEGO WORKFORCE PARTNERSHIP, INC.

The San Diego Workforce Partnership (Workforce Partnership or SDWP) is the region's workforce broker, creating workforce solutions for employers, and employment and training solutions for individuals.

Our mission is to foster economic growth and prosperity through education, training and lifelong learning.

The Workforce Partnership provides a comprehensive system of training, placement and career planning for job seekers throughout San Diego. We also offer an array of business services, such as human resources and consulting services, labor market research, and economic development resources.

Businesses look to us for qualified employees, for expertise in job training and supportive services and for leadership to mobilize public and private organizations to address workforce needs. Our partners and training providers share our desire to work jointly in preparing San Diego's current and future workforce by integrating academic, vocational, and social services with job training.

The Workforce Partnership provides a one-stop solution with an array of services to employers and businesses. We work with economic development organizations and government agencies to provide everything from labor trends, and salaries to recruitment and referrals of qualified and pre-screened candidates, as well as assistance with downsizing or closures. Since the needs of companies in flux can vary, we strive to be highly flexible and creative in meeting business needs. We offer a variety of services, including:

- Up-to-date Labor Market Information assessing local training needs and labor trends in San Diego's job market, including wage and salary information;
- Rapid Response teams providing career-transition assistance to businesses experiencing a reduction in workforce;
- Training programs and curriculum development customized for businesses by linking employers to educational institutions and other resources;
- Specialized recruitment and referrals of qualified, pre-screened candidates for job openings, in partnership with the San Diego One-Stop Career Center Network;
- Collaboration with economic development organizations and governmental agencies in addressing the labor needs of expanding and/or relocating companies; and,
- Assistance to eligible companies applying for tax incentives, tax credits, and on-the-job and new-hire training funds.

# REQUEST FOR PROPOSALS SAN DIEGO WORKFORCE PARTNERSHIP RESEARCH AND PREPARATION OF AN OCCUPATIONAL OUTLOOK REPORT

# November 2010

# 1.0 INTRODUCTION

The San Diego Workforce Partnership, Inc. (SDWP) is a 501(c) (3) tax-exempt organization that provides a variety of workforce services to San Diego County. Part of its mission is to provide high quality labor market research that supports job seekers, education and training providers, and employers with their specific needs.

This Request for Proposals seeks to contract with researcher(s) who are able to survey employers about their current plans to hire workers in selected occupations, and who are able to analyze and compile the data according to pre-determined specifications.

In the Spring of 2010, SDWP staff conducted focus groups with stakeholders from the San Diego Workforce Partnership Board of Directors, San Diego Workforce Investment Board, San Diego Workforce Partnership Youth Council, and the San Diego Workforce Partnership Workforce Advancement Committee to determine what kind of research has been most useful for employers, educators and job-seekers in the past and what kind of research would be the most useful going forward.

The consensus of the focus groups was that a long-running publication, The Occupational Outlook Report, was the most useful research product. Published continuously by the SDWP from 1987 to 2007, this report listed those occupations most in demand for the San Diego County region along with the following information:

- Description of occupation;
- Wages and benefits;
- Education and training providers;
- Typical shifts and hours worked;
- Percentage of employers that offer benefits and which benefits were offered;
- Employer requirements;
  - o Education
  - o Training
  - Experience
  - Most desirable skills
- Employment trends; including,
  - Supply and demand
  - o Recruitment methods
  - Turnover rates

- o Number of workers per occupation in the San Diego region
- o Gender representation
- o Older worker representation and retirement projections
- o Growth outlook for next two years
- o Which industries were hiring for the particular occupation under study
- o Growth projections over next ten years
- Other information
  - o Math level required
  - o Science level required
  - o Career ladder/promotional opportunities
  - o Opportunities for ex-offenders
  - o Related Standard Occupational Category codes

It is the intention of the SDWP to reissue the Occupational Outlook Report. The research from the selected bidder will create this new version.

# Who Can Apply?

The successful bidder must be any one of the following with experience in surveying employers about their labor demand needs:

- Private research company;
- Research organization within a public agency, nonprofit organization or private company; or
- Research organization that is part of a college or university.

Bidders will be required to produce references demonstrating experience and a satisfactory record of similar work.

# 2.0 SCOPE OF WORK

The research firm should be able to show clear understanding of the scope and intent of the project; assist in the development of questionnaires; assist in the development of the sampling frame; conduct both telephone and web-based interviews; compile data using SPSS or compatible software; and report data in a pre-defined format (sample included as Attachment C). In addition, the bidder will either produce or subcontract for either a CD-ROM-based report or a web-based report (HTML, searchable with keywords)<sup>1</sup>. The bidder will work with SDWP to incorporate all local sources of training and education for each occupation. Because of the expiration of the funding for this project, all work must be completed by May 31, 2010.

#### 2.1 OUESTIONNAIRE DEVELOPMENT

The goal of this project is to profile 50 occupations in high demand for San Diego County. Most of these occupations will exist in more than one industry. Therefore, each occupation will have its own questionnaire (many questions will be the same for each) of approximately 32 questions. The successful bidder shall have a Computer Assisted Telephone/Web Interviewing system so

<sup>&</sup>lt;sup>1</sup> A CD-ROM of a previous study is attached as reference.

that questions can be programmed appropriately. The occupations and industries will be preselected by the SDWP and its stakeholders. Suggestions from the bidder about this selection process will be welcomed.

The final product, the Occupational Outlook Report, will have approximately 26 data points per occupation.

#### **Deliverable**

• A CATI programmed questionnaire ready for field surveying.

#### 2.2 SAMPLE DEVELOPMENT

It is the intent of SDWP to survey a mix of industries that are somewhat representative (non-statistical) of size of compnay, region of the county, and which possess more than 2-3 jobs for each of the occupations to be surveyed. In the past, about 15-20 employers per occupation responded. In this case, the total number of completes at that rate would be 750-1,000. It is understood that truly representative sampling for each occupation would be cost-prohibitive.

Although the SDWP will work with its partners to develop a list of occupations and relevant industries, the SDWP will require that the successful bidder design and purchase a sampling frame that satisfies the desired goals. The successful bidder shall obtain competitive pricing for sampling lists that meet the necessary criteria.

#### **Deliverable**

• A clean sample ready for fielding.

# 2.3 FIELDING THE SURVEY

The successful bidder will use a combination of telephone and web-based methodologies to interview employers. To minimize cost, a web-based approach is preferable; however, to ensure completion, telephone follow-up interviews will be required. There is no requirement that both methodologies be used if the required number of completions are obtained.

#### **Deliverable:**

• Approximately 750-1,000 completed interviews (where full questionnaire has been answered). Amount my vary depending upon cost, industries chosen, and how representative the final sample is.

# 2.4 DATA ANALYSIS AND TABULATION

The successful bidder will be able to compile the data, clean the responses, and configure the data in SPSS or a compatible software package. Once cleaned and processed, the bidder will

tabulate the data in the format determined by the SDWP. An example of a previous format used is attached as Attachment C.

#### **Deliverable:**

• A cleaned data file in SPSS-readable format.

#### 2.5 REPORTING

The successful bidder will create a report (similar in scope to previous reports) that profiles each occupation. The successful bidder will also produce (or subcontract for) a CD-ROM version of this report that is searchable by occupation. In order to identify which educational and training providers in San Diego County provide the needed skills for each occupation, the bidder will incorporate an education and training component (to be researched by SDWP staff). Finally, the successful bidder will develop a process with SDWP information technology staff to transfer the report to a web-friendly format. An example of the page-layout format used in the past is attached as Attachment C.

The bidder may wish to subcontract the electronic version of the report.

# 3.0 CONTEXT

The SDWP is committed to equal opportunity in its contracting process.

Interested and qualified firms are invited to submit a proposal in accordance with the instructions indicated in this RFP.

The total award amount will be determined competitively to ensure that proposed costs are competitive and reasonable.

The SDWP must receive proposals marked "Proposal for Occupational Outlook Report Research" no later than 3:00 p.m. Pacific Standard Time (PST), on December 13, 2010. Proposals received after that time and date will not be considered. Please note: the timeline for the Proposal process is included as Attachment B.

#### 3.1 SOLICITATION

The SDWP hereby solicits proposals from qualified firms to:

- 1. Conduct a primary research study investigating approximately 50 occupations obtaining approximately 750-1000 completed surveys from employers.
- 2. Analyze the data along parameters designed in conjunction with SDWP.
- 3. Develop a report that profiles the 50 occupations in three formats print-ready, CD-ROM (searchable), and/or web-ready.

Bidders that do not feel they have the skills to deliver all three of these items may form partnerships with other bidders in order to submit a complete proposal. However, proposals with more than one bidder need to clearly specify which organization would be the lead contractor. Written subcontracts for any work or services sub-assigned must be provided to the SDWP with the written request for approval of the subcontract, and must be kept on file by the contractor.

All subcontracts are subject to SDWP written approval, prior to implementation.

The RFP does not commit the SDWP to accept any proposal submitted, nor is the SDWP responsible for any costs incurred by the bidders in the preparation of responses to this RFP. The SDWP reserves the right to reject any or all proposals, to accept or reject any or all the items in the proposal, to waive any informality in the proposals received, and to award the contract in whole or in part if it is deemed to be in the best interest of the SDWP. The SDWP reserves the right to negotiate with any bidder after proposals are opened, if such action is deemed to be in the best interest of the SDWP.

# 3.2 SUBMITTAL OF PROPOSALS

Proposals must be received and receipted by the SDWP no later than Monday December 13, 2010 at 3:00 p.m. PST. Submit one (1) original signatory and five (5) copies of the proposal to:

San Diego Workforce Partnership, Inc. Attn: Julie Benedict 3910 University Avenue, Suite 400 San Diego, CA 92105

SDWP staff will provide a receipt verifying the time and date the proposal is received.

# 3.3 REQUESTS FOR QUALIFICATIONS

The SDWP is using a Request for Qualifications (RFQ) to establish a respondent's qualifications to receive workforce development funds. Organizations establishing their capacity to administer funds are placed on the Qualified Agencies List and are eligible to respond to procurements and to contract with the SDWP.

The RFQ may be submitted at any time, prior to the proposal submittal *or* at the time of a proposal submittal. The RFQ must be updated annually and filed with the SDWP.

Detailed information and the necessary forms are available for download from the SDWP's website <a href="www.sandiegoatwork.com/RFP">www.sandiegoatwork.com/RFP</a>. If you have difficulty or problems downloading the document please contact:

Julie Benedict
San Diego Workforce Partnership, Inc.
3910 University Ave, Ste. #400
San Diego, CA 92105
(619) 228-2922
Julie@workforce.org

#### 3.4 GENERAL CONTRACT CONDITIONS

Please note that the policy for standard terms and conditions for contracts is included as Attachment A and should be reviewed closely prior to proposal submittal.

#### 3.5 BIDDER ASSISTANCE AND CONTRACT AWARD SCHEDULE

#### 3.5.1 RFP Schedule

From November 1, 2010 to December 10, 2010 submittal packages containing the RFP are available from:

San Diego Workforce Partnership, Inc. 3910 University Ave, Suite 400 San Diego, CA 92105

Contact: Julie Benedict at 619-228-2900

Email: Julie@workforce.org

The RFP will also be available to be downloaded from the SDWP's website (<a href="www.sandiegoatwork.com">www.sandiegoatwork.com</a>) during that same period.

#### 3.5.2 Bidder Assistance

An optional Bidders' Conference will be held on November 16, 2010, from 1:00 PM to 3:00 PM, at the address below in the Third Floor Conference Room. Administrative questions and technical questions about the scope of work will be answered at the Bidders' Conference. Those not attending the Bidders' Conference may submit questions in writing to the SDWP, addressed to:

San Diego Workforce Partnership, Inc. 3910 University Ave, Suite 400 San Diego, CA 92105 Attention: Chuck Flacks at 619-228-2900

Email: Chuckf@workforce.org

Bidders should also contact Chuck Flacks if they find any inconsistencies or ambiguities in the RFP.

To ensure a fair and objective evaluation, answers to questions from the Bidders' Conference, and to questions submitted in writing, will be provided in writing to all known recipients of this RFP and posted on the SDWP's website.

Questions that arise after the Bidders' Conference must also be submitted in writing to the SDWP and addressed to Chuck Flacks (see contact information above). Written responses to all questions received by the SDWP will be provided to all known recipients of this RFP and posted on the SDWP's website.

Bidders are warned that no other individuals associated with the SDWP are to be contacted in this regard. No other sources of responses or clarification are considered valid.

# 3.5.3 Addenda to This Request for Proposal

At the discretion of the SDWP, if it becomes necessary to revise any part of this RFP, an addendum will be provided to all known recipients of this RFP and posted on the SDWP's website. Any clarification, including responses to questions raised at the Bidders' Conference, or received in writing, will become an addendum to this RFP.

If you downloaded this RFP from the SDWP's web site, please contact Julie Benedict (619-228-2900 or julie@workforce.org) to ensure that your name is on the list of bidders known to have received this RFP. Addenda to the RFP will be posted on the SDWP's web site (www.sandiegoatwork.com).

#### 3.5.4 Contract Award

Preliminary selection of the successful bidder is targeted for December 20, 2010. Preliminary negotiations for development of a contract will commence soon after that date. Final approval of the selection of the successful bidder will be made by the San Diego Consortium Policy Board on January 28, 2011 with final contract negotiations and contract signing to follow. These target dates are subject to revision.

#### 3.5.5 Contract Performance Period

Performance on the contract shall be completed by the successful bidder, and reviewed and accepted by the SDWP by May 31, 2011.

# 3.5.6 Right To Cancel

The SDWP reserves the right to cancel all or any part of this RFP at any time without prior notice. The SDWP also reserves the right to modify the proposal process and timeline as is deemed necessary.

# 4.0 PROPOSAL CONTENTS

In order to simplify the review process and obtain the maximum degree of comparison, proposals shall be organized as follows:

#### 4.1 TITLE PAGE

The title page should show:

- 4.1.1 The RFP subject;
- 4.1.2 The name of the bidder's firm, local address, and federal tax identification number;

- 4.1.3 The authorized negotiator and that person's telephone number, fax number, and email address;
- 4.1.4 The authorized signature and submittal date.

# 4.2 TABLE OF CONTENTS

Include a clear identification of the material in your proposal by section and by page number.

#### 4.3 EXECUTIVE SUMMARY

- 4.3.1 Briefly state your understanding of the work to be done.
- 4.3.2 Summarize your approach to the work and make a commitment to perform the work within the specified time period.
- 4.3.3 State the all-inclusive fee for which the research collecting and writing, convening, and final reports will be done.

# 4.4 PROJECT CONCEPT/WORK PLAN

The project concept, or work plan, should explain how the bidder intends to carry out the project.

# 4.4.1 Background

In the background section, bidders must demonstrate their understanding of the work to be completed and the purpose of that work.

# 4.4.2 Research Methodology

The bidder should explain the following:

- a. How it proposes to perform the required research and the methodology it will use.
- b. How it proposes to ensure a specified level of data integrity and accuracy.

# 4.4.3 Discussion of Survey Execution

The bidder must:

a. Discuss in detail how it will develop the questionnaire, assemble the sample, field the survey, analyze the data, and create the final report.

- b. Provide information on how it would structure the research and draft questions in order to increase the quality of the information provided and increase the response rate.
- c. Explain the process it will use to pre-test the questions to ensure that they accurately capture the desired information.

# 4.4.4 Written Report

Bidder must propose how it will assist the SDWP in creating an Occupational Outlook report in a format similar to past years. Additionally, the bidder should propose how it will create an executable CD-ROM version and/or web-based version of this report.

#### 4.4.5 Deliverable Requirements

As stated in section 2.0, the successful bidder must present a plan for completing the following deliverables:

- a. A programmed questionnaire ready for surveying in the field.
- b. A clean sample ready for fielding.
- c. Approximately 750-1000 completed surveys (where full questionnaire has been answered). Amount may vary depending upon cost, industries chosen, and how representative the final sample is.
- d. A cleaned data file in SPSS-readable format.

Bidders may also address any additional methods they will employ to keep the SDWP informed of their progress.

# 4.4.6 Project Plan

Bidders must provide a project plan, with an explicit timetable, for implementing all activities.

# 4.5 BIDDER QUALIFICATIONS

The bidder must provide an overview of its organization and its qualifications to successfully carry out the required tasks.

#### 4.5.1 Overview

The bidder must provide a description of its organization, including the following:

- a. A brief company history;
- b. Whether they are local, regional, national, or international company, and whether they are licensed to do business in the state of California;
- c. An organizational chart of all their operations;

- d. Number of employees nationwide;
- e. Number of employees in San Diego County;
- f. The location of the office from which the work is to be done and the number of partners, managers, supervisors, seniors, and other professional staff employed at the office;
- g. An organizational chart of the office from which the work is to be done;

The organizational chart for (c) and the organizational chart for (g), should be included in the Attachments of the proposal and will not be counted against the proposal page limit (see 4.1 Proposal Requirements).

# 4.5.2 Qualifications

The bidder must provide information about prior work that it has done that demonstrates its qualifications in the following areas:

- a. Experience conducting research.
- b. Experience producing reports in written, CD-ROM, and Web-based formats.
- c. Knowledge of labor market information. This should include their ability to develop occupational definitions and provide alternate occupational titles to those being surveyed.

#### 4.5.3 Subcontractors

Bidder must list the names and addresses of any subcontractors that will be used on this project. Bidder must also detail the scope of services they will provide.

Written subcontracts for any work or services sub-assigned must be provided to the SDWP with the written request for approval of the subcontract, and must be kept on file by the contractor.

All subcontractors are subject to the same terms and conditions as provided in Attachment A. All subcontracts are subject to SDWP written approval, prior to implementation.

# 4.6 PROJECT TEAM QUALIFICATIONS

The bidder must provide information about the staff that will perform the work and their qualifications.

- 4.6.1 Please include a staffing plan for conducting the project, including:
  - a. The names of individuals serving on the project team (including those working for subcontractors),
  - b. The individuals' current positions in the firm (or subcontracting firm),

- c. The individuals' project titles (related to their role on this project), and
- d. The individuals' project responsibilities.

(For example, "John Smith is the Research Director, will serve as the project director and will be responsible for overseeing the project, ensuring the quality of the final project, ensuring that the project is completed on time and within budget, and maintaining communications with the SDWP.")

- 4.6.2 Please include a brief description of the relevant experience and qualifications of each member of the proposed team (including those working for subcontractors).
- 4.6.3 Please also indicate the project's reporting structure, comprising all individuals working on the project, including those working for subcontractors. The reporting structure should be submitted as a chart, and included in the proposal Attachments.

# 4.7 BUDGET

Three versions of the budget must be presented:

4.7.1 Budget by Cost Categories (Please use attached template, Attachment D, RFP Budget). Please be sure to explain allocations in the Budget Narrative portion of Attachment D.

#### This shall include:

- a. *Personnel costs* broken down by each person working on the project, the amount of time each person will dedicate to the project, and the total cost for that person's participation.
- b. Facilities and Infrastructure costs associated with rent, etc.
- c. *Programmatic subcontract costs* broken down by all subcontractor costs that the project may need.
- d. Supplies costs including costs for completing research reports as well as convening the industry work groups as well as any other costs that will be incurred.
- e. Staff training and travel costs which should include cost to travel to Sacramento, California for two (2) separate single day meetings for one staff member with the California Workforce Investment Board.
- f. *Other costs* that may be incurred through the duration of the contract.

# 4.7.2 Budget by Activities

This shall display costs by the activities outlined in the bidder's work plan.

# 4.7.3 Budget by Deliverables

This shall show a schedule of deliverables, the date each deliverable will be provided to the SDWP, and the amount of the payment the bidder expects to receive at the time the deliverable is accepted by the SDWP. The schedule of deliverables should include all of the activities and products (including monthly reports and draft products) as stated in Section 3.4.

#### NOTE:

- a. The SDWP will not provide any funds to the successful bidder before the inception of work.
- b. The SDWP will not pay the successful bidder more frequently than once per month upon submittal of an original invoice. Deliverables (activities and products) can be bundled together to create a monthly payment schedule.
- c. All payments in the schedule should reflect the expected cost of the work related to the payment.

# 4.8 REQUIRED ATTACHMENTS

- 4.8.1 Please include an organizational chart of all operations and an organizational chart of the office from which the work is to be done.
- 4.8.2 Please include an organization chart of individuals working on the project (including those working for subcontractors) that indicates the project reporting structure.
- 4.8.3 Bidders must include the resumes of all project team members (including those working for subcontractors).
- 4.8.4 Bidders may also include any other attachments they feel would enhance their proposals, such as background information on their organizations, summaries of prior projects they have completed, and a writing sample that shows the quality of reports they are able to produce.

# 5.0 PROPOSAL REQUIREMENTS AND SELECTION PROCESS

#### 5.1 PROPOSAL REQUIREMENTS

Proposals should be no longer than 25 pages (excluding attachments). Bidders must meet the following page limits and formatting requirements:

#### 5.1.1 Page Limits

- a. Executive Summary 2 pages
- b. Body of the Proposal 20 pages
  - Bidder Qualifications
  - Project Concept/Work Plan

- Project Team Qualifications
- c. Budget 3 pages

No other page limits are in effect. (NOTE: The organization's organization charts, audited financial statements, project organization chart, and project team members' resumes, which should be included in the Attachments, are not subject to the page limits.)

The SDWP will remove any excess pages from proposals exceeding these limits before the proposals are distributed for review.

# 5.1.2 Formatting Requirements

- a. Font size: 12 point
- b. Line spacing: Single-spaced
- c. Margins: At least 1 inch
- d. Pages: Single-sided
- e. Page numbering: At the bottom of each page

# 5.2 EVALUATION CRITERIA

Proposals will be evaluated according to the following criteria and scores (for a total possible 100 points):

	TOTAL	100 Points
•	Budget	20 Points
•	Bidder Qualifications	15 Points
•	Project Concept/Work Plan	65 Points

# 5.2.1 Project Concept/Work Plan – 65 points

The bidder must agree to provide the research information and the written reports specified in the RFP, as well as show how it will meet the RFP's reporting, consultation, and project plan requirements.

Points for the Project Concept/Work Plan will be distributed as follows:

- a. Strength of proposed methodology 20 points
- b. Assurance of completion and accuracy 20 points
- c. Ability to develop data set and reports 25 points

### 5.2.2 Bidder Qualifications – 15 points

Bidder qualifications will be judged both by the information included in the section on bidder qualifications (Section 3.5) and the organization charts and audited financial statements included in the Attachments Section.

- a. Does the bidder have experience conducting research and/or labor market studies? 8 points
- b. Does the bidder have experience producing reports? 4 points
- c. Does the bidder have knowledge of labor market information and experience developing occupational definitions and alternative occupational titles? 3 points

# 5.2.3 Budget -20 points

- a. Does the bidder provide a budget showing cost categories as specified in the RFP? 2 points
- b. Does the bidder provide a budget by activities as specified in the RFP? -2 points
- c. Does the bidder provide a budget by deliverables with dates of completion as specified in the RFP? 2 points
- d. Do the costs shown in the budgets appear reasonable and competitive for the work being performed? -14 points

NOTE: The justification of costs will be hard to determine without all three budget formats. Therefore, failure to submit all three budget formats is likely to reduce the points a bidder earns for competitive pricing.

#### 5.3 EVALUATION PROCESS

#### 5.3.1 Compliance Review

Upon receipt of proposals, staff will review submitted proposals for completeness and technical compliance with applicable legal and regulatory requirements and the terms and conditions of the RFP. Incomplete proposals or proposals clearly found to be inconsistent with legal, regulatory, or RFP requirements will be eliminated.

#### 5.3.2 Proposal Review

Proposals will be reviewed and evaluated by a review panel of subject experts and by the SDWP's Finance Department.

The Project Concept/Work Plan, Project Team Qualifications, and Budget Sections will be reviewed by the panel of subject experts. The panel evaluators may assign each proposal a maximum of 100 points based on the technical criteria. Panel members will *independently* review and rate each proposal, based on their knowledge and assessment of the proposals, in accordance with the criteria presented in Section 4.2.

The Budget Section will also be reviewed by the SDWP's Finance Department. The SDWP's Finance Department will not score the proposal; rather, they will provide an analysis of each budget submitted.

Panel members will each recommend one of the bidders for designation and contract negotiation. Bidders will be notified of the review panel's recommendations the week of December 20, 2010

#### 5.3.3 Board Action

The review panel's recommendation will be presented to the San Diego SDWP Board of Directors on January 12, 2011, the San Diego Workforce Investment Board on January 20, 2011 and the San Diego Workforce Consortium Policy Board on January 28, 2011. The recommendations from both the San Diego SDWP Board of Directors and the Workforce Investment Board will designate the bidder to be awarded the contract based upon consideration of the review panel's recommendations.

Bidders are advised that the San Diego Consortium Policy Board must approve the final selection based upon the results of the evaluation process and the recommendations of the review panel and staff.

#### 5.3.4 Ex Parte Communication

It is the policy of the SDWP to prohibit ex parte communication with any board member (San Diego Consortium Policy Board, San Diego Workforce Investment Board, Youth Council, San Diego SDWP Board) or other person serving as an evaluator during the RFP process. Bidders directly contacting board members or evaluators risk elimination of their proposals from further consideration. Any written communication to a board member or evaluator from potential bidders will be distributed to all board members from the President of the SDWP.

#### 5.4 SELECTION

The evaluation team will recommend as the successful bidder the one whose proposal is determined to best meet the needs of the SDWP, based on the evaluation criteria set forth herein.

The determination of the successful proposal will be based upon information supplied by the bidder in response to this RFP and upon other information that will be obtained by the evaluation team as is deemed necessary. *The lowest-cost bidder may not be determined to be the most responsive one when all factors of evaluation of the proposal have been considered.* However, the quoted pricing information will be an important factor in the determination of the successful proposal.

The SDWP reserves the right to negotiate with any bidder after proposals are opened, if such action is deemed to be in the best interest of the SDWP.

# 6.0 CONTRACT

The SDWP will negotiate and execute a "work-for-hire" contract for conducting a survey and providing survey results with the successful bidder. The contract will be written and executed at a firm fixed price for all of the work agreed to in the bidder's proposal, and as may be amended during contract negotiations.

#### 6.1 NEGOTIATION

All bidders shall designate an authorized negotiator. (The name and contact information for this person must be included on the title page of the proposal.) This designated person must be empowered to make binding commitments for the successful bidder and its subcontractors, if any.

The SDWP reserves the right to negotiate the final terms of the contract with the successful bidder. Items that may be negotiated include, but are not limited to, the scope of work, the staff as proposed, the implementation schedule, and final contract award amount.

# 6.2 CONTRACT TERMS AND LITIGATION WARRANTY

#### 6.2.1 Contract Terms

The SDWP will negotiate a contract with the successful bidder. The SDWP's standard contract terms are included in Attachment A. These will be the terms and conditions used by the SDWP in its contract, and will form the basis for contract negotiations.

This RFP, any addenda, and the bidder's response shall also become part of the contractual agreement between the SDWP and the bidder. The SDWP is not responsible for oversights in this RFP that are not brought to the attention of the SDWP prior to starting contract negotiations. The bidder shall indicate in its proposal any exceptions that the bidder takes to the terms and conditions in Attachment A, or to any of the contents of this RFP. Contract terms required by the bidder must be included or attached to the bidder's proposal.

#### 6.2.2 Litigation Warranty

A bidder, by proposing, warrants that it is not currently involved in litigation or arbitration concerning the services or the bidder's performance regarding the same or similar services. The bidder also warrants that no judgments or awards have been made against the bidder on the basis of the bidder's performance in providing the same or similar services, unless such fact is disclosed to the SDWP in the proposal. Disclosure will not automatically disqualify the bidder. The

SDWP reserves the right to evaluate proposals on the basis of the facts surrounding such litigation or arbitration.

#### 6.2.3 Restrictions on Disclosure

Proposals will be received and maintained consistent with the California Public Records Act. In general, proposals will be exempt from disclosure until the evaluation and selection process has been completed. If bidders have included any "proprietary" or "confidential" information in their proposals, they must be sure to mark it.

#### 6.2.4 Insurance

In the event a contract is awarded, the Respondent is required to procure and maintain, during the entire period of performance under this Contract, the following minimum insurance:

Type of Insurance Coverage

- A. Casualty (fire and theft) covering all personal property acquired with SDWP funds. \$2,000,000
- B. General liability and property damage including premises and automobiles. \$1,000,000 bodily injury or death of any person and \$1,000,000 property damage resulting from any occurrence.
- C. Workers' Compensation as required by State Law
- D. Employee Dishonesty as required by Department of Labor

An endorsement that the SDWP is named as an additional insured must be added to the successful Contractor's insurance prior to execution of any contract. The successful Respondent shall furnish the SDWP with a Certificate of Insurance from the insurance carrier indicating the presence of the required insurance. The certificate or statement shall contain an endorsement to the effect that cancellation or any material change in policies adversely affecting the interest of the SDWP in such insurance shall not be effective until 30 days after written notice thereof to the SDWP.

Certificates or Statements shall be addressed to: Attn: Julie Benedict San Diego Workforce Partnership, Inc. 3910 University Avenue, Suite 400 San Diego, CA 92105

# SAN DIEGO WORKFORCE PARTNERSHIP, INC. STANDARD TERMS AND CONDITIONS FOR CONTRACTS

The following are the standard terms and conditions used by the Workforce Partnership in its contracts, and will form the basis for contract negotiation with the contractor. Please indicate exceptions that your company is taking to these terms and conditions, if any.

#### **TERMINATION**

WORKFORCE PARTNERSHIP and/or CONTRACTOR may terminate this Agreement at any time by giving written notice of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination.

#### **CHANGE**

Either party may from time to time request changes or amendments to this Agreement. Such changes or amendments which are mutually agreed upon by and between WORKFORCE PARTNERSHIP and CONTRACTOR shall be effective only when incorporated in written amendments to this Agreement.

#### **ASSIGNABILITY**

CONTRACTOR's services are unique to the needs of the WORKFORCE PARTNERSHIP and therefore CONTRACTOR shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by assignment or notation, without the prior written consent of the WORKFORCE PARTNERSHIP; provided, however that claims or money due or to become due to CONTRACTOR from WORKFORCE PARTNERSHIP under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any assignment or transfer shall be furnished promptly to WORKFORCE PARTNERSHIP by the CONTRACTOR.

#### INTEREST OF CONTRACTOR

CONTRACTOR 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 of services required to be performed under this Agreement. Any such employment or other duties shall have prior written approval of the WORKFORCE PARTNERSHIP.

# **NOTICE**

Any notice or notice required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested.

#### INDEPENDENT CONTRACTOR

CONTRACTOR is, for all purposes arising out of this Agreement, an independent contractor. Direction given to CONTRACTOR shall be to achieve the results only and not necessarily how to achieve the results. It is understood that no taxes or withholding of any kind will be retained by WORKFORCE PARTNERSHIP since such retention, their payment and ultimate reporting to local, state and federal authorities is CONTRACTOR's exclusive responsibility.

#### CONFIDENTIALITY

Any reports, information, data, etc., given to, prepared or assembled by Contractor under this agreement which the WORKFORCE PARTNERSHIP requests be kept as confidential shall not be made available to any individual or organization by CONTRACTOR without prior approval from the WORKFORCE PARTNERSHIP.

#### INTELLECTUAL PROPERTY

Consultant agrees that all intellectual properties created by Consultant in the course of performance of Consultant's duties under this Agreement, including without limitation, all patentable and copyrightable inventions and recordings, in every format, are each a "work-for-hire" and are the sole and exclusive property of Partnership. In the event this Agreement does not qualify as a "work for hire" agreement, in partial consideration for the compensation paid to Consultant pursuant to this Agreement, Consultant hereby irrevocably assigns to Partnership, in perpetuity, all of Consultant's right title and interest in and to all copyrights, patents, know-how and other forms of intellectual property created by Consultant in the course of performance of Consultant's duties under this Agreement. Consultant agrees to execute any forms of assignment or transfer reasonably requested by Partnership during or following the term of this Agreement in order to evidence the foregoing agreement of the parties.

# **HOLD HARMLESS**

CONTRACTOR agrees to indemnify and hold WORKFORCE PARTNERSHIP and its agents or employees, harmless from any and all liabilities, claims, damages or injuries to any person, including injury to CONTRACTOR's employees, and all expenses of investigating and defending against the same.

- a. Arising from or connected with performance or failure to perform any work or other obligations of the agreements;
- b. Caused or claimed to be caused by the independent acts of CONTRACTOR, its agents or employees; and
- c. Caused or claimed to be caused by concurrent acts of CONTRACTOR, WORKFORCE PARTNERSHIP or their agents or employees.

It is contemplated by the parties hereto that this indemnity agreement is not limited in any way by the extent of any policy of insurance in force and held by the CONTRACTOR. However, nothing herein shall be construed to require indemnification of actions arising from the sole negligence or willful misconduct of the WORKFORCE PARTNERSHIP, its officers or

employees.

# EQUAL EMPLOYMENT OPPORTUNITY

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

- 1. Contractor shall comply with the Workforce Partnership's Equal Opportunity Program for all work to be performed by the contractor for the Workforce Partnership.
- 2. Contractor and each subcontractor, if any, shall fully comply with and shall submit a Certificate of Compliance with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, and any other applicable federal and state laws and regulations hereinafter enacted.
- 3. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, ancestry or age.
- 4. Contractor understands that failure to comply with the above requirements and/or submitting false information in response to these requirements may result in termination of this contract and debarment from participating on the Workforce Partnership contracts for a period of not less than one (1) year.

#### **COST RECORDS**

In accordance with generally accepted accounting principles, the contractor shall maintain full and complete records of the cost of services performed under this contract. Such records shall be open to the inspection of the Workforce Partnership or to the appropriate federal agencies at all reasonable times.

#### **TERMINATION**

If the Workforce Partnership, at its discretion, determines that the work to be done under the contract has been abandoned by the contractor or if the contract has been assigned by the contractor without the written consent of the Workforce Partnership; or if the contractor is adjudged bankrupt; or if a general assignment of his assets is made for the benefit of his creditors; or if a receivership is appointed for the contractor of any of his property; or if at any time the project manager certifies in writing to the Workforce Partnership that the performance of the work under the contract is being unnecessarily delayed, that the contractor is violating any of the conditions of this contract or is executing the same in bad faith or otherwise not in accordance with the terms of said contract; or if the work is not substantially completed within the time named for its completion or within the time to which such completion date may be extended; then the Workforce Partnership may serve written notice upon the contractor of the Workforce Partnership's intention to terminate this contract.

Unless within ten (10) days after serving of such notice, a satisfactory arrangement is made for continuance within an additional twenty (20) days, this contract shall terminate. In the event of such termination, the Workforce Partnership may take over and prosecute the work to completion, by contract or otherwise. The contractor shall be liable to the Workforce Partnership for all excess costs sustained by the Workforce Partnership by reason of such prosecution and completion.

Subject to the provisions below, the contract derived from this Request for Proposal may be terminated by the Workforce Partnership upon thirty (30) days of the date of the written notice to the contractor, but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the Workforce Partnership until said work or services are completed and accepted.

Termination for Convenience: In the event that the contract is terminated or canceled upon request and for the convenience of the Workforce Partnership, without the required thirty (30) days advance written notice, then the Workforce Partnership shall pay the contractor the amounts due and payable to the effective date of such termination, together with all charges and disbursements reasonable and properly incurred with respect to or as a result of the said termination. Reasonable efforts will be made by the contractor to minimize all cost incurred.

Termination for Cause: The Workforce Partnership at its discretion can terminate this contract for cause, default, or negligence on the part of the respondents, which then shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

Termination Due to Unavailability of Funds: When funds are not appropriated or otherwise made available by the Workforce Partnership to support continuation of performance, the contract shall be canceled and the contractor shall be reimbursed for the reasonable value of any nonrecurring cost incurred but not amortized in the price of the supplies for services delivered under the contract.

# COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

The contractor shall comply with all federal, state, and local statutes, ordinances, and regulations, and shall obtain all permits that are applicable to this contract.

#### MEDIATION/ARBITRATION

In the event of any dispute arising out of or relating to this contract, or the breach thereof, the parties agree first to try in good faith to settle the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association, before resorting to arbitration.

Thereafter, any remaining unresolved controversy or claim arising out of or relating to this contract, or breach hereof, shall be settled by arbitration in San Diego, California, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment

upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

#### ATTORNEYS' FEES AND COSTS

If any legal action or any arbitration or other proceeding is brought for the enforcement of this contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

#### **ENTIRE AGREEMENT**

This contract represents the sole and entire agreement between the Workforce Partnership and contractor and supersedes all prior negotiations, representations, agreements, arrangements or understandings, either oral or written, between or among the parties hereto, relating to the subject matter of this contract, which are not fully expressed herein. No waiver, alteration, or modification of any of the provisions of this contract shall be binding unless in writing and signed by a duly authorized representative of both the Workforce Partnership and the contractor.

#### PARTIAL INVALIDITY

If any term, covenant, condition or provision of this contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

#### CONTRACT GOVERNED BY LAW OF STATE OF CALIFORNIA

This contract and its performance and all suits and special proceedings under this contract shall be construed in accordance with the laws of the State of California. In any action, special proceeding, or other proceeding that may be brought arising out of, under, or because of this contract, the laws of the State of California shall be applicable and shall govern to the exclusion of the law of any forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.

#### DRUG-FREE WORKPLACE

Contractor shall certify to the Workforce Partnership that it will provide a drug-free workplace and do each of the following:

1. Publish a statement notifying its employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined in schedules I - V of section 202 of the Controlled Substances Act (22 U.S.C., § 812) is prohibited in contractor's workplace and specify the actions that will be taken against employees for violation of the prohibition.

- 2. Establish a drug-free awareness program to inform employees about all of the following:
  - a. The dangers of drug abuse in the workplace.
  - b. The contractor's policy of maintaining a drug-free workplace.
  - c. Any available drug counseling, rehabilitation and employee assistance programs.
  - d. The penalties that may be imposed upon employees for drug abuse violations.

Post the statement required by subdivision 1 in a prominent place at contractor's main office and at any job site large enough to necessitate an on-site office.

# Attachment B

# REQUEST FOR PROPOSALS RESEARCH AND ANALYSIS OF OCCUPATIONAL DATA FOR AN OCCUPATIONAL OUTLOOK REPORT

# **TIMELINE**

Issue Request for Proposal November 1, 2010 **Bidders Conference** November 16, 2010 **Deadline for Questions** December 3, 2010 Proposals Due December 13, 2010 **Evaluations Complete** December 20, 2010 SDWP Board of Directors Approval January 12, 2011 Workforce Investment Board Approval January 20, 2011 SD Consortium Policy Board Approval January 28, 2011 **Execute Contract** February 11, 2011

# **Budget Templates**

# 1. Project Budget Detail

	F dia a
LINE ITEM	Funding Stream
	Amount
PERSONNEL COSTS	Amount
Salaries	
Staff Position #1	_
Staff Position #2	_
Staff Position #3	_
Staff Position #4	_
Staff Position #5	_
Staff Position #6	_
Staff Position #7	_
Staff Position #8	_
Staff Position #9	-
Staff Position #10	-
Staff Position #11	_
Staff Position #12	-
Staff Position #13	-
Staff Position #14	-
Staff Position #15	-
Staff Position #16	-
Staff Position #17	-
Staff Position #18	-
Staff Position #19	-
Staff Position #20	-
Staff Position #21	-
Total Salaries	-
Fringe Benefits Cost	-
Fringe Benefit Rate=	
-	
TOTAL PERSONNEL COSTS	-
FACILITIES INFRASTRUCURE COSTS	
Rent	
Utilities	
Equip. Repair & Maintenance	
Equipment Lease	
Telephone	
Misc	
XXXXX	

xxxxx	
XXXXX	
XXXXX	
XXXXX	
XXXXX	
XXXXX	
TOTAL FACILITIES INFRASTRUCTURE COSTS	-
PROGRAMMATIC SUBCONTRACT COSTS	
Subtractor #1	
Subtractor #2	
Subtractor #3	
Subtractor #4	
Subtractor #5	
XXXXX	
XXXXX	
XXXXX	
TOTAL PROGRAMMATIC SUBCONTRACT COSTS	
C0313	-
SUPPLIES COSTS	
Office Supplies	
Postage/Delivery	
Printing/Copying	
XXXXX	
XXXXX	
TOTAL SUPPLIES COSTS	-
CTAFF TRAVEL	
STAFF TRAVEL	
Local Travel	
XXXXX	
XXXXX	
XXXXX	
XXXXX	
TOTAL STAFF TRAVEL	-
OTHER COSTS	
Indirect Costs (applied based on Cost Agreement)	
Indirect Cost Base	
Indirect Cost Rate=	
Audit Costs	
Insurance Costs	
XXXXX	
XXXXX	
XXXXX	
TOTAL OTHER COSTS	-
TOTAL BUDGET	-

# 2. Personnel Detail Worksheet

PERSONNEL COSTS	Annualized	Funding Stream	
Salaries	Salary	Percent	Amount
Staff Position #1	-		-
Staff Position #2	-		-
Staff Position #3	-		-
Staff Position #4	-		-
Staff Position #5	-		-
Staff Position #6	-		-
Staff Position #7	-		-
Staff Position #8	-		-
Staff Position #9	-		-
Staff Position #10	-		-
Staff Position #11	-		-
Staff Position #12	-		-
Staff Position #13	-		-
Staff Position #14	-		-
Staff Position #15	-		-
Staff Position #16	-		-
Staff Position #17	-		-
Staff Position #18	-		-
Staff Position #19	-		-
Staff Position #20	-		-
Staff Position #21	-		-
Total Salaries			-
Fringe Benefits Cost			-
Fringe Benefit Rate			
Total FTE's (Full Time Equivalent)		-	
TOTAL PERSONNEL COSTS			-

# 3. Budget Narrative

PERSONNEL COSTS	
FERSONIEL COSTS	
FACILITIES INFRASTRUCTURE COSTS	
PROGRAMMATIC SUBCONTRACT COSTS	
THOUSING MINING TO BODGO TO THE TOTAL OF THE	
SUPPLIES COSTS	
STAFF TRAINING AND TRAVEL COSTS	
OTHER COSTS	

# 4. Expenditure Plan

Expenditure Plan								
Funding Source	Budget	Feb-11	Mar-11	Apr-11	May-11	Jun-11	Jul-11	Total
Funding Stream 1								-
Cumulative Expenditure		-	-	-	-	-	-	

#### ATTACHMENT D – SAMPLE REPORT FORMAT PAGE

# **ACCOUNTANTS AND AUDITORS**

SOC 13-2011

Accountants and Auditors examine, analyze, and interpret accounting records for the purpose of giving advice or preparing statements. They also install or advise on systems of recording costs or other financial and budgetary data.

# WAGES AND BENEFITS

# **Hourly Wages:**

Entry Level:	\$18.07	
	Range	Median
Experienced Level:	\$19.69 - \$30.21	\$23.92

**Average Weekly Hours:** Almost all (98%) Accountants and Auditors work full-time, 47 hours per week.

Shifts: Almost all (94%) employers report day shifts.

Percent of Employers Offering Fringe Benefits:

# **Full-Time Employees**

	Benefit Offered	% of Employers
Medical Ins.	Yes*	100%
Dental Ins.	Yes	88%
Vision Ins.	Yes	63%
Life Ins.	Yes	88%
Disability	Yes	69%
Paid Sick Leave	Yes	94%
Paid Vacation	Yes	100%
Retirement Plan	Yes	100%
Child Care	Yes	50%

<sup>\*50%</sup> of employers cover 100% of medical insurance premiums; and 50% of employers cover 50-99% of medical insurance premiums

Other Employer Specified: Employee Assistant Program, Adoption Reimbursement, Medical Cafeteria Plan, Transportation Reimbursement.

# **EMPLOYER REQUIREMENTS**

Education: Almost all (88%) firms require a bachelor degree.

**Training:** Many (44%) firms accept 2-3 years of training as a substitute for work experience. Few (13%) require applicants to have passed the Certified Public Accountants (CPA) exam. Few (19%) require applicants to be computer literate and have experience with work processing (Word), spreadsheet (Excel), accounting, and tax preparation software.

**Education/Training Providers:** See Appendix A.

**Experience:** Almost all (88%) firms require 3-4 years prior experience as an accountant or auditor. Many (56%) firms accept 3-4 years prior experience in accounting, bookkeeping, or general ledger activities.

# Skills rated "very important":

Ability to apply accounting principles

Ability to evaluate, analyze and interpret data

Ability to interpret facts and figures quickly

Ability to meet deadlines and work under pressure

Ability to perform accurate work

Ability to prioritize multiple projects

Ability to use accounting software

Ability to work across teams

Ability to work independently

Ability to work on a team

Possession of accurate record keeping skills