



## **Request for Interest (RFI) #EBW RFI 2023-001**

### **EASTBAYWorks REGIONAL CAPACITY BUILDING PROGRAM**

**EASTBAYWorks** (EBW) is the partnership of the four Workforce Development Boards serving local workforce areas, Alameda County, Contra Costa County, The City of Oakland, and the City of Richmond, in the East Bay region of the San Francisco Bay Area. It is the brand associated with the region's network of workforce development board-funded America's Job Centers of California (AJCCs) and affiliate career centers; and it is the brand of the California Workforce Development Board (CWDB)-designated East Bay Regional Planning Unit.

On behalf of EBW, Oakland Private Industry Council (OPIC) announces **Request for Interest (RFI) #EBW RFI 2023-001**, seeking individuals and/or organizations to provide capacity building training to the region's workforce development system, including AJCC/career center staff and managers, workforce board Adult/Dislocated Worker and Youth/Young Adult Program Managers and other partners, as appropriate.

The purpose of this RFI is to identify a list of qualified individuals and/or organizations capable of completing the tasks described in Description of Services section, below, during the period July 2023 – December 2024, with potential for renewal. The projected start date for the successful bidder(s) will be negotiated upon selection

**EASTBAYWorks** intends to enter into agreements with multiple entities to provide the various training topics outlined in the in Description of Services section.

**EASTBAYWorks** can request subsequent Bidder/ Contractor engagement via interview or presentation, etc. to further understand proposals.

**EASTBAYWorks** reserves the right to cancel this procurement at any time.



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#### DESCRIPTION OF SERVICES

EASTBAYWorks seeks training proposals from individuals and/or organizations on the topics below. Bidder/ Contractor may submit proposals for (a) an individual training, (b) multiple individual trainings, or (c) training that combines multiple topics. For combined trainings, bidders must explain their rationale and the value proposition.

- Cultural Competency and how to serve trauma-exposed populations
- Managing conflict through the lens of equity
- Justice-impacted population sensitivity and service coordination
- Unhoused population awareness, sensitivity and service coordination
- English language learner population awareness, sensitivity and service coordination
- Digital fluency/remote learning
- Social capital literacy
- Trauma informed community & youth engagement
- WIOA 101 (Principles of WIOA, supportive services, funds administration, allowable costs and protocols, ITA rules, how to draw down funds in CalJOBS, follow-up services (including data capture), case management 101, co-enrollment)
- Case Management techniques and best/effective practices
- Customer outreach and engagement; Converting outreach to enrollment
- Customer skills assessment strategies, tools, methods, planning
- Career Planning tools and methods
- Labor law

#### **The Bidder/ Contractor shall provide the following:**

- A. Training anchored in current, evidence-based, and promising best practices in the field of workforce development and related fields with a focus on diversity, equity, inclusion, and belonging.
- B. Training offered twice, on separate dates, to be inclusive and accommodate the logistical challenge of serving a large number of staff across the region.
  - Certain training topics require more time to sufficiently cover requisite content. Bidder(s)/ contractor(s) may propose multi-day trainings



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- C. Training delivered virtually and/or in-person. Budgets should be reflective of either or both modalities, as relevant.
  - Based on evolving factors, EBW will deliver some training virtually and/or in-person.
  
- D. Collaboration with the EBW to assist with the capture of training attendance and evaluation data.

**FUNDING**

Bidder/ Contractor must submit a detailed budget and narrative, inclusive of fees and costs associated with the delivery of proposed training(s).

The expected funding range per training (2 sessions) is, \$5,000 - \$20,000 depending on scope and scale. Final budget subject to negotiation.

On behalf of **EASTBAYWorks**, Oakland Private Industry Council will award a standard contract to the selected individuals and/or organizations for the period specified above.

**EASTBAYWorks** may fund contracts under this RFI with a variety of federal, state or local funding as appropriate. This RFI will be in effect from July 2023 to December 2024.

**EASTBAYWorks** may contract with the list of qualified entities developed through this RFI for agreements that start within the project timeframe. The terms of any agreements (and any approved amendments) entered into within the timeframe may extend beyond the project timeframe.

**PROJECT TIMELINE**

May 25, 2023	RFI Release
June 16, 2023	Proposals Due
July 7, 2023	Award Date
July 14, 2023	Contract Signed by
July 17, 2023–July 21, 2023	Orientation and Scheduling Activities
July 2023 – December 2024	Project Term



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#### **FISCAL REQUIREMENTS**

Interested parties must submit a written narrative that demonstrates they possess the following:

- A. Adequate financial resources or the ability to maintain performance of the required activities during the performance of the contract in order to timely deliver services specified in the “*DESCRIPTION OF SERVICES*” above.
- B. An adequate accounting system in place to properly account for the funds received.
- C. An adequate accounting system to segregate expenses by funding source.
- D. Have a computer system with Internet access to generate and submit invoices, when requested.
- E. Possess a valid business license and general liability insurance, as enumerated in Attachment A



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#### SELECTION CRITERIA

EASTBAYWorks (EBW) will evaluate all proposals using the following criteria and make a selection based on score and best fit. Proposals may earn up to 100 points as follows:

- 35% Past Experience: The vendor provides:
- Samples of and participant evaluation from three contracts/projects under which bidder/contractor successfully performed similar services to those required hereunder.
  - Three references from organizations with similar missions with whom bidder/contractor worked on similar projects
- 35% Project Approach: The vendor describes their subject matter expertise and approach to building staff and system capacity with AJCC/career center staff and WDB Adult/Dislocated and Youth/Young Adult Program Managers around the specific topics required hereunder, including virtual/in-person service delivery, pedagogy, provision of tools, models, case studies, etc.
- 15% Budget: The vendor provides a detailed budget with budget narrative including products, services, fees and other project-based costs.
- 15% Organizational Capacity: The vendor describes the possession of adequate staffing and administrative resources to deliver services in a timely manner, including a list of the personnel that would staff the project including their qualifications and experience.

#### DOCUMENT SUBMISSION REQUIREMENTS

Interested parties must electronically submit bid proposals.

**Send to:** EASTBAYWorks

**Email:** EASTBAYWorks.RFI2023001@gmail.com

**Subject line:** EASTBAYWorks, RFI #EBW RFI 2023-001

**Attach:** (1) Cover letter, (2) Proposal documents (3) Certificate(s) of Insurance and applicable insurance endorsements

*For large files, provide a Dropbox link.*



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**Responses must be received no later than 5:00 pm on June 16, 2023.**

Please note that responses will not be returned. Please do not mail or hand deliver responses. Only electronic submissions will be considered

#### **APPEALS**

**EASTBAYWorks** and Oakland Private Industry Council (OPIC) pride themselves on the establishment of fair and competitive contracting procedures and the commitment made for following those procedures. The following is provided in the event that bidders wish to protest the bid process or appeal the recommendation to award a contract for this project once the Notices of Intent to Award/Non-Award have been issued. Bid protests submitted prior to issuance of the Notices of Intent to Award/Non-Award will not be accepted by OPIC.

Any Bid protest must be based on one or both of the following:

- The action of OPIC/ EBW is at variance with the law.
- The action of OPIC/ EBW contravenes current OPIC/ EBW policy

Appeals must be in writing and cite the section of the law and/or OPIC/ EBW policy that has been violated. Appeals must be filed within three (3) business days following issuance of the Notices of Intent to Award/Non-Award.

Submit any appeals to:

**EASTBAYWorks**

Attention: **EASTBAYWorks**, RFI #EBW RFI 2023-001

EASTBAYWorks.RFI2023001@gmail.com

The appeal letter must state the following:

- The issue(s) appealed,
- How the alleged claim detrimentally affects the entity appealing, and,
- The remedy sought by appellant.



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#### **CONFLICT OF INTEREST**

All proposers who have any financial and/or organizational relationships with any **EASTBAYWorks**, its partner Workforce Development Boards (WDB) or Oakland Private Industry Council (OPIC) member or staff must clearly disclose such a relationship in writing in a letter accompanying the original proposal. OPIC and WDB members or staff will not evaluate or vote to fund any proposal from an organization with which they have any financial and/or organizational relationship.



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**ATTACHMENT A**

**MINIMUM INSURANCE REQUIREMENTS**

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
<b>A</b>	<b>Commercial General Liability</b> Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
<b>B</b>	<b>Commercial or Business Automobile Liability</b> All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
<b>C</b>	<b>Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
<b>D</b>	<b>Professional Liability/Errors &amp; Omissions</b> Includes endorsements of contractual liability	\$1,000,000 per occurrence \$2,000,000 aggregate





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<b>E</b>	<p><b><u>Endorsements and Conditions:</u></b></p> <ol style="list-style-type: none"> <li>1. <b>DURATION OF COVERAGE:</b> All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.</li> <li>2. <b>REDUCTION OR LIMIT OF OBLIGATION:</b> All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor’s contractual obligation to indemnify and defend the Indemnified Parties.</li> <li>3. <b>INSURER FINANCIAL RATING:</b> Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to OPIC. Acceptance of Contractor’s insurance by OPIC shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.</li> <li>4. <b>SUBCONTRACTORS:</b> Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.</li> <li>5. <b>JOINT VENTURES:</b> If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods:             <ul style="list-style-type: none"> <li>– Separate insurance policies issued for each individual entity, with each entity included as a “Named Insured (covered party), or at minimum named as an “Additional Insured” on the other’s policies.</li> <li>– Joint insurance program with the association, partnership or other joint business venture included as a “Named Insured.</li> </ul> </li> <li>6. <b>CANCELLATION OF INSURANCE:</b> All required insurance shall be endorsed to provide thirty (30) days advance written notice to OPIC of cancellation.</li> <li>7. <b>CERTIFICATE OF INSURANCE:</b> Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to OPIC, evidencing that all required insurance coverage is in effect. OPIC reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to:             <p style="margin-left: 40px;"><b>EASTBAYWorks</b>              Attention: <b>EASTBAYWorks</b>, RFI# EBW RFI 2023-001              EASTBAYWorks.RFI2023001@gmail.com</p> </li> </ol>
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