



REQUEST FOR POPOSAL (RFP)
For

Equal Representation in Construction Apprenticeships (ERiCA)
Outreach & Community Building Support

RFP Issued	11/1/2023
Respondent's Office Hour #1	11/8/2023 (3 p.m.)
Final Day to Submit Questions	11/17/2023
Respondent's Office Hour #2	11/29/2023 (3 p.m.)
Proposals Due	12/6/2023
Evaluation	12/7–12/15/2023
Anticipated Award Notification	12/20/2023
Anticipated Agreement Start	2/1/2024

Proposal must be received no later than
12/6/2023 by 5 p.m. PT
ABSOLUTELY NO EXCEPTIONS

The San Diego Workforce Partnership is an equal opportunity employer and is committed to equal opportunity in its contracting process. Auxiliary aids and services are available upon request to individuals with disabilities.

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I. INTRODUCTION AND SCOPE OF WORK

PURPOSE OF RFP

The San Diego Workforce Partnership (Workforce Partnership) is issuing a one-time Request for Proposals (RFP) to non-profits and community-based organizations (CBOs) to support its Outreach and Community Building work under its Equal Representation in Construction Apprenticeships (ERiCA) grant, funded by the State's Division of Apprenticeship Standards (DAS). We recognize that great ideas and expertise come from all corners of our region and are excited to hear from community about effective ways to better support women, non-binary and underrepresented communities interested in a rewarding career in the building and construction industry. The Workforce Partnership desires to retain multiple partners who propose innovative outreach and community building activities to target populations (women, non-binary, other underrepresented populations in construction) and create pathways to state-registered pre-apprenticeships Construction Career Jumpstart (CCJ) and Apprenticeship Readiness Program (ARP) and union apprenticeships. We encourage community-based organizations who have not previously worked with the Workforce Partnership to apply.

Total Available Funding: \$210,000
Maximum Award Value: \$50,000
Anticipated Number of Awards: 5–8

SCOPE OF WORK

The Workforce Partnership seeks to procure multiple San Diego-based non-profits to support with amplifying outreach and community building to women, non-binary, and other underrepresented populations interested in construction career pathways:

- The funding program behind this solicitation from California's Division of Apprenticeship Standards (DAS) is called Equal Representation in Construction Apprenticeships (ERiCA). ERiCA holds an objective of increasing awareness and access for target populations, particularly women, non-binary and other underrepresented populations, to construction career pathways via pre-apprenticeships and apprenticeships. ERiCA's objective is at the heart of our RFP ask: what role can your organization play in addressing this paradigm shifting work?
- Respondents must propose eligible activities that show connection and benefit to one or both of the region's two state-registered pre-apprenticeships Construction Career Jumpstart (CCJ) and Apprenticeship Readiness Program (ARP) and/or union apprenticeships.
- For this RFP, the Workforce Partnership does not want to be overly prescriptive with its request to hear from community partners what they believe is the best use case for the funds. For the purposes of this RFP, the definitions for eligible activities and eligible expenses are generally broad, however in line with federal and state cost principles, including (1) allowable, (2) allocable, (3) reasonable and (4) consistent. Proposed activities and budget must demonstrate connection and justification to promoting construction career pathways for target populations.
- Respondents must propose serving one or more target populations and provide strong justification as to why respondent is uniquely capable of these connections.



- Awarded grantees will be provided access to program collateral (e.g., branding guidelines, application link, program flyers) and updates on pre-apprenticeship cohort timelines.
- The maximum requested amount by a respondent is not to exceed \$50,000.
- The projected grant timeline is February 1, 2024–May 31, 2025. Performance does not need to cover the full period.
- Contractor will determine the method, details and means of performing services.
- Contractor enters into this Agreement as an independent contractor and shall remain an independent contractor throughout the Term. Contractor agrees that neither Contractor nor Contractor’s employees, subcontractors, or other persons hired or otherwise engaged by Contractor to perform the Services under this Agreement (each a “Contractor Party” and collectively “Contractor Parties”) are or will be an employee, partner, agent, or principal of SDWP at any time during the Term. Contractor, at Contractor’s own expense, is responsible for providing to Contractor Parties disability, unemployment, worker’s compensation, and other insurance, training, permits, licenses, and all other employment related insurance, benefits, or programs desired by Contractor or required by law. Contractor agrees that neither Contractor nor any Contractor Party will be entitled to the rights or benefits afforded to employees of the Workforce Partnership including, without limitation, the Workforce Partnership provided disability or unemployment insurance, worker’s compensation, medical insurance, retirement plans, sick leave, or any other the Workforce Partnership employment benefit.
- Contractor is responsible for paying, when due, all income taxes, including estimated taxes, incurred as a result of the compensation paid by the Workforce Partnership to Contractor under this Agreement. Contractor shall provide the Workforce Partnership proof of timely payment of such taxes upon request from the Workforce Partnership. Contractor agrees to indemnify, defend and hold harmless the Workforce Partnership and the Workforce Partnership Parties (defined below) forever against and from any and all claims, costs, losses, fees, penalties, interest, or damages (including attorneys’ fees reasonably incurred) suffered by Contractor’s failure to comply with this provision.
- Contractor may, at Contractor’s own expense, use any of its own employees as Contractor deems necessary to perform the Services required of Contractor under this Agreement. The Workforce Partnership may not control, direct or supervise Contractor’s employees in the performance of those Services.

CONTRACT PERIOD & FUNDING AMOUNT

The Workforce Partnership intends to award multiple subawards for an estimated period running February 1, 2024–May 31, 2025. The maximum award value is \$50,000.

ORGANIZATIONAL OVERVIEW & GOVERNANCE

The Workforce Partnership is a 501(c)(3) tax-exempt organization chartered by the County and the City of San Diego to fund job training programs in the San Diego region. The organization’s primary funding is allocated by the U.S. Department of Labor (DOL) under the provisions of WIOA and is overseen under the leadership of the Board of Directors which is comprised of the Workforce



Development Board (WDB) and the Policy Board. For additional information on the Workforce Partnership, visit workforce.org.

ELIGIBLE APPLICANTS

The Workforce Partnership seeks a robust procurement, including from respondents who have not previously partnered or received funding from the organization. Eligible applicants are community-based nonprofit organizations based in San Diego County. Organizations who have received funding under the ERiCA initiative from DAS or from other ERiCA grantees are not eligible to apply. Proposals need to clearly identify one legal entity as the prime respondent that will hold contracting responsibilities and liabilities. Entity not excluded or disqualified through the System for Award Management (SAM).

ADDENDA TO THIS RFP

The Workforce Partnership may revise any part of this RFP and will release an addendum that will be posted on the Workforce Partnership's website, workforce.org/funding. Respondents are responsible for checking the website to remain informed about the process and any changes that may affect the RFP. If respondents have difficulty or problems accessing the website or downloading information, contact the Workforce Partnership at procurement@workforce.org.

RIGHT TO CANCEL

The Workforce Partnership reserves the right to delay, amend, reissue or cancel, all or any part of this RFP at any time without prior notice. The Workforce Partnership also reserves the right to modify the RFP process and timeline as necessary. This RFP does not commit the Workforce Partnership to accept any proposal or execute an agreement with any respondent, nor is the Workforce Partnership responsible for any costs incurred by the respondents in the preparation of responses to this RFP. The Workforce Partnership reserves the right to reject any or all proposals, to accept or reject any or all items in the proposal and to award the contracts in whole or in part as is deemed to be in the best interest of the Workforce Partnership. The Workforce Partnership reserves the right to negotiate with any respondent after proposals are reviewed, if such action is deemed to be in the best interest of the Workforce Partnership.

SUBMITTAL OF PROPOSAL

The Workforce Partnership must receive proposals no later than December 6, 2023 by 5 p.m. PT. PDF versions of written and signed proposals should be sent to compliance@workforce.org with the title of "ERiCA Outreach & Community Building (Insert Organization's name) response". **Late proposals will not be accepted.**



QUESTIONS AND ANSWERS ABOUT THE RFP

All questions about this RFP must be emailed to compliance@workforce.org with the name of the RFP in the subject line (ERiCA Outreach & Community Building) and we will respond in three business days. The last day to submit questions is November 17, 2023.

RESPONDENTS OFFICE HOURS

Two virtual office hour sessions will be held on the following dates: Office hour #1: November 8, 2023 at 3 p.m.; Office hours #2: November 29, 2023 at 3 p.m. Each office hour will last up to 45 minutes and be held over Zoom. This is an opportunity for potential respondents to drop in to request additional clarity on the RFP.

Office hours #1: <https://workforce-org.zoom.us/j/89868607482>, Meeting ID: 898 6860 7482
 Office hours #2: <https://workforce-org.zoom.us/j/87386814044>, Meeting ID: 873 8681 4044

II. PROPOSAL SUBMISSION

Section	Section Title	Page Limit(s)
A	Cover Page	1 page
B	Proposal Narrative: Organizational Qualifications	5 pages
C	Proposal Budget	1 page
D	Conflict Of Interest Disclosure Form	1 page

A. COVER PAGE

Include company name, address, phone number, website and federal tax identification number, as well as the name, phone number, email and electronic signature for the person authorized to negotiate the contract and make decisions for the organization.

B. PROPOSAL NARRATIVE

Respondent must address the following sections in the proposal narrative:

1. Organizational Qualifications, Community and Construction Connections

Please address the following:

- Please provide an overview of your organization’s experience and qualifications for outreach and community building; includes demonstrating capacity that your organization has sufficient size and depth of management, financial strength, resources and services to support the need, and whether your organization has been funded or partnered with the Workforce Partnership in the past.
- Please tell us about the community and/or target populations your organization represents, and why and how will this funding directly impact your communities.
- Please propose ideas for how your organization will connect your unique community and/or target populations with the state-registered pre-apprenticeships (CCJ and ARP),



union apprenticeships (connected with the San Diego Building & Construction Trades Council), and construction career pathways as a whole.

- If you are proposing to use ERiCA funds to augment or leverage existing activities that your organization runs, or does in collaboration with others, please detail. We are interested in learning about maximizing impact by leveraging existing models and fundings.
- Please provide a timeline with key milestones for set-up/implementation of services and roles of responsibilities of contractor and the Workforce Partnership to achieve each milestone.
- Please provide specific risks you see related to this project and how your organization will manage/mitigate these risks through your project management approach.

Responses to this section will be used to determine the organization's administrative and operational preparedness to deliver the requested services as well as thoughtfulness to the ask.

C. PROPOSAL BUDGET:

Respondents will be asked to submit a proposed budget containing estimates related to reimbursement of up to \$50,000 for the cost of delivering outreach and community building activities over the proposed award period. Expenses may include but are not limited to: wages and associated expenses (e.g. employer's portion of social security and Medicare, unemployment insurance and so on), in-person activities and event costs (including food, local transportation, swag), and media campaigns. If you are leveraging existing funding or systems, please identify funding source and amount. Prices should be valid for a period of four years. Please submit using your own template, clearly delineating use of proposed expenses, differentiating between administrative/personnel and programmatic costs. Responses to this section will be used to determine the cost efficiency and feasibility of the proposal.

III. EVALUATION CRITERIA AND CONTRACT AWARD

EVALUATION CRITERIA AND ACCESS TO EVALUATION INFORMATION

An RFP Evaluation Panel will score and rank proposals and make a recommendation for funding. The selection will be based upon proposal information supplied by the respondent in response to this RFP. Respondents who have not been previously funded by the Workforce Partnership, who demonstrate clear connections to serving women, non-binary and other underrepresented populations in the construction trades, and/or who demonstrate clear connections to state-registered pre-apprenticeships (CCJ and ARP) and union apprenticeships, may be prioritized for funding.

The following details the points assigned per section:



Proposal Section	Point Value (Up to)
Organizational Qualifications, Community and Construction Connections	75
Community/Target Population Served	20
Connections to state-registered pre-apprenticeships and union apprenticeships	30
Innovation & Capacity	20
New Grantee to Workforce Partnership	5
Proposed Budget	25
Total Points	100

CONTRACT AWARD

The RFP Evaluation Panel’s recommendations will be finalized, and all respondents will be notified of the results by December 20, 2023.

Negotiation/Contract

The respondent’s designated authorized negotiator must be empowered to make binding commitments for the successful respondent and its subcontractors, if any. The Workforce Partnership reserves the right to negotiate the final terms of the contract agreements with the successful respondent(s). Items that may be negotiated include, but are not limited to, the scope of work, the implementation schedule, and the final award amount. If any respondent recommended for funding fails to provide services outlined in the agreement and proposal, the Workforce Partnership may use an alternate respondent to perform services upon board approval.

Cooling off period

The Workforce Partnership and the Board of Directors shall not approve or contract with, and will reject any bid or proposal submitted by an individual or entity who within the preceding twelve (12) months was themselves or employs anyone who is a current, dismissed, separated, or formerly employed person of the Workforce Partnership, and:

- a) Was employed in any position(s) of substantial responsibility in the area of service to be performed by the contract; or
- b) Participated in any way in the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the proposed contract/service agreement, or was or is employed in a role of substantial responsibility in the same general subject area as the proposed contract; or
- c) Is an owner, officer, principal, partner, or major shareholder of the proposed subrecipient.



This prohibition will apply to any qualified person(s) leaving employment of the Workforce Partnership and will apply at all times during the twelve-month period beginning on the date the person left the employment of the Workforce Partnership and will apply to any procurement issued or contract executed within that twelve-month period. Potential respondents must detail any Cooling Off Period disclosures on the **ATTACHMENT - CONFLICT OF INTEREST DISCLOSURE FORM**. The Board of Directors may, upon a showing of special circumstances that would justify the approval of such a contract, waive this cooling off provision.

GENERAL PROVISIONS

1. Contract Terms and Litigation Warranty

The RFP, any addenda, and the respondent's response shall also become part of the contract agreement between the Workforce Partnership and the respondent. The respondent shall indicate in its proposal any exceptions that the respondent takes to the terms and conditions in the **ATTACHMENT – SERVICE AGREEMENT TEMPLATE** or to any of the contents of this RFP. Contract terms required by the respondent must be included or attached to the respondent's proposal. Respondents, by submitting a proposal, warrant that they are not currently involved in litigation or arbitration concerning their performance as it relates to the same or similar services to be supplied pursuant to the referenced contract and that no judgments or awards have been made against the respondents on the basis of their performance in supplying the same or similar services, unless such fact is disclosed to the Workforce Partnership in the proposal(s). Disclosure of litigation will not automatically disqualify the respondents; however, the Workforce Partnership reserves the right to evaluate proposals based on facts surrounding such litigation or arbitration.

APPEAL PROCESS

Only respondents to this RFP may appeal the results if the procurement process was violated in some manner, and/or Federal, State, and/or the Workforce Partnership procurement guidelines have been violated. An appeal will not be allowed to contest individual scores, the rating system, disqualification, or dissatisfaction with the evaluation results.

The respondent must submit an appeal within five (5) business days from the date the RFP recommendation is posted on the Workforce Partnership website. The Workforce Partnership will render a decision within ten (10) business days of receipt of the appeal.

Filing an Appeal

The Appeal Resolution timeline begins on the actual day on which the written appeal is received by the Workforce Partnership.

To appeal, a written letter of appeal must be sent to complaints@workforce.org including evidence for appeal grounds and specific relief sought.



The Workforce Partnership will acknowledge receipt of the appeal within one (1) business day of the date of filing.

The EO Officer/Grievance Officer will review the appeal to determine if it meets the criteria for a valid appeal. Acceptance of the appeal will be based on the following:

- Appeal must have been received within five (5) business days from the date the RFP recommendation is posted on the Workforce Partnership's website.
- Only Respondents may appeal the results if the procurement process was violated in some manner, and/or Federal, State, and/or the Workforce Partnership RFP guidelines have been violated.
- An appeal will not be allowed to contest individual scores, the rating system, disqualification, or dissatisfaction with the evaluation results.
- A notification will be sent to the recommended awardees (the winning respondents) and the appellant to advise of appeal investigation and date of when results and next steps will be available.

Review Panel

- An appeal review panel appointed by the Workforce Development Board Chair will review the appeal to render a decision.
- The panel will review the appeal and collect information. At their discretion, the panel may request a meeting with Respondent and/or the Workforce Partnership Staff, and/or use other methods to gather relevant information.
- Once all the information is gathered and reviewed, the panel will issue a written decision to the EO Officer/Grievance Officer.

Notice of Final Action

The Workforce Partnership EO Officer/Grievance Officer will notify the appellant and the recommended awardee within ten (10) business days of receipt of the appeal. The decision of the appeal will be final.

RESTRICTION ON DISCLOSURE

Confidential information: Any information deemed confidential or proprietary by respondent must be clearly marked and identified by respondent as such and include an explanation of why such information is exempt from disclosure under applicable law.

Such identified confidential or proprietary information will be protected and treated with confidentiality to the extent permitted by law. Information not protected from disclosure by law will be considered a public record.

If respondent does not mark information as confidential or proprietary, the Workforce Partnership will treat the information as public. All sections of the proposal including attachments are subject to release.



Proposals will be received, maintained and disclosed to the public consistent with the California Public Records Act and the Freedom of Information Act. Proposals will be exempt from disclosure until the evaluation and selection process has been completed. Respondents should be aware that the Workforce Partnership is required by law to make its records available for public inspection and copying, with certain exceptions (see California Public Records Act, California Government code §§6250 et.seq. and the Freedom of Information Act, 5 U.S.C. §552).

The Workforce Partnership will not notify respondent of requests for release of information or that the Workforce Partnership released data unless the Workforce Partnership receives a request for information previously marked and identified by respondent as confidential or proprietary. If the Workforce Partnership receives a request for release of such previously marked and identified confidential or proprietary information, the Workforce Partnership will notify respondent of such request to allow respondent to challenge such request consistent with applicable law.

Respondent, by submission of materials marked confidential or proprietary, expressly acknowledges and agrees that neither the Workforce Partnership nor the City or County of San Diego will have any obligation or liability to the respondent in the event a court of competent jurisdiction compels the disclosure of these materials.

Any data to be returned should be so marked by respondent and will be returned if not essential to the proposal or contract record.

IV. OTHER

CERTIFICATE OF INSURANCE

By submitting a proposal you are agreeing to provide a commercial general liability insurance policy, naming The San Diego Workforce Partnership, the City of San Diego, and the County of San Diego as additional insured, protecting against any and all claims for injury to persons or property, protecting against assumed or contractual liability under this Agreement, and covering negligent acts and omissions of Contractor and Contractor Parties, with such policy to be in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence, and with an aggregate limit of at least Two Million Dollars (\$2,000,000.00). Contractor shall provide the Workforce Partnership a certificate evidencing such insurance. See **EXHIBIT – CERTIFICATE OF INSURANCE (COI) EXAMPLE**.

SERVICE AGREEMENT TEMPLATE

By submitting a proposal, you are agreeing to the terms outlined in the **ATTACHMENT – SERVICE AGREEMENT TEMPLATE**.

CONFLICT OF INTEREST

Respondents are required to list any and all individuals who contributed to the preparation of the proposal such as an employee, officer, agent, and relatives including spouses, registered domestic



partners, children, siblings, parents, in-laws and step relatives. Disclosure of any actual or potential conflicts of interest relative to this Competitive Proposal is required and shall be included in the **ATTACHMENT - CONFLICT OF INTEREST DISCLOSURE FORM**. All respondents must fill this out and submit if even if there are no actual or potential conflicts of interest.

V. REFERENCED ATTACHMENTS

Conflict of Interest Disclosure Form
Service Agreement Template
Exhibit – Certificate of Insurance (COI) Example

VI. REFERENCED PROGRAM LINKS

[Construction Career Jumpstart](#)

[Apprenticeship Readiness Program](#)

[San Diego Building Trades Council](#)