



Workforce Development
Re-Entry Programs

Occupational Skills
Training Services

REQUEST FOR PROPOSAL No. 2022 – MLJT – PH3-Training

Release Date: January 31, 2023

Due Date: February 28, 2023 – 5:00 p.m.

EQUAL OPPORTUNITY / EQUAL ACCESS

MLJT is an equal opportunity employer. Free auxiliary aids and services are available upon request for individuals with disabilities. CRS 711 (TTY)

Mother Lode Job Training Request for Proposal Summary

Mother Lode Job Training (MLJT) is requesting proposals for pre-release occupational skills training services for Workforce Development programs in Amador County, Calaveras County, Tuolumne County, and Mariposa County Jails. The contract award period will be from February 1, 2023 through December 31, 2024. Subsequent contracts may be issued based upon satisfactory performance and funds availability until the end of the procurement period.

Eligible applicants are organizations with the ability to be authorized to enter the county jails and have experience providing remote, in-person, and/or hybrid industry-valued occupational skills training services to currently incarcerated individuals. This includes all public and private non-profit entities, community-based organizations, local education agencies, and commercial organizations.

It is estimated that there will be approximately \$60,000 available in applicable funds during the initial funding period February 1, 2023 to December 31, 2024. Funding amounts in this Request for Proposal (RFP) are **estimates only** and are subject to budgetary policy decisions.

All funding under this Request for Proposal (RFP) is contingent upon MLJT's receipt of funds.

This RFP is available on MLJT website at: www.mljt.org.

MLJT reserves the right to make unilateral modifications to this RFP to address changes on the federal, state and/or local level.

For questions about the program content of the RFP and the workforce development operations within MLJT, contact Corey Yates at procurement@mljt.org.

CALENDAR OF EVENTS

EVENT	DATE/LOCATION
RFP Released	January 31, 2023
Written Questions Due	February 15, 2023
Response to Written Question Posted By	February 22, 2023
RFP Response Due	February 28, 2023 by 5:00 p.m.
Evaluation Period	March 1 – March 31, 2023
Contract and Program Start Date	April 1, 2023

Note: Dates are approximate and subject to change

**Mother Lode Job Training
Request for Proposal
Specifications, Terms & Conditions**

**FOR
Pre/Post Release Occupational Skills Training Services**

TABLE OF CONTENTS

	Page
Proposal Summary	2
Calendar of Events.....	2
I. OVERVIEW OF THE DEPARTMENT OF LABOR RE-ENTRY GRANT: PATHWAY HOME 3	5
II. STATEMENT OF WORK	
A. Intent.....	6
B. Available Funding and Performance Period.....	6
C. Scope and Background	6
D. Scope of Requested Services.....	7-8
E. Deliverables/Reports	9
F. Debarment/Suspension Policy	9
III. INSTRUCTIONS TO BIDDERS	
A. Agency Contacts.....	9
B. Bid Question Instructions.....	10
C. Submittal of Bids	10-12
D. Response Format.....	12-13
E. Proposal Review and Grant Award Process Overview	13
F. Evaluation and Scoring.....	14-15
G. Proposal Review Panel	16
H. Contract Award Process	16-17
I. Bid Protest.....	17-18
J. Contract Evaluation and Assessment	18
IV. TERMS AND CONDITIONS	
A. Award	19
B. Term / Termination / Renewal	19-20
C. Contracting Requirements	20-21
D. Type of Contract	21
E. Invoicing	21
F. Program Costs	22
G. Prohibition Against Subcontracting or Assignment.....	23
H. Record Keeping	23
I. Monitoring.....	23

J.	General Requirements	23
K	Compliance with Applicable Regulations	23

ATTACHMENTS

Attachment 1 – RFP Response

Attachment 2

- Statement of Work
- Budget or Cost Structure
- Minimum Insurance Requirements
- Audit Requirements
- Special Conditions WIOA Contracts

OVERVIEW OF THE DEPARTMENT OF LABOR RE-ENTRY GRANT: PATHWAY HOME 3

Pathway Home 3 grants provide justice-involved individuals and incarcerated adults with critical skill-building and supportive services prior to, and after, release so that they can successfully re-enter their communities and the labor force. These grants are job-driven and build connections to local employers that will enable returning citizens to secure employment, while advancing equity for individuals facing significant barriers to labor market reentry, including incarcerated women. Teaching returning citizens foundational skills, such as job readiness, employability, digital literacy, and job search strategies, in addition to providing Registered Apprenticeships and occupational training leading to industry-recognized credentials, can provide access to employment and reduce the likelihood of recidivism.

This program advances the Biden-Harris Administration's equity and workforce development priorities. Pathway Home 3 grants places a focus on establishing partnerships with industry, such as employers, industry associations, and labor organizations, that commit to providing meaningful work-based learning experiences, training, and employment to underserved individuals in the skills employers need. Partners must also work towards increasing employment opportunities for participants post-release in critical industry sectors facing increased demands, workforce gaps, or supply chain challenges.

Mother Lode Job Training

<http://www.mljt.org>

Pathway Home 3 (Re-Entry Adult)

<http://www.dol.gov/grants>

I. STATEMENT OF WORK

A. INTENT

It is the intent of these specifications, terms, and conditions to describe the industry-valued, occupational skills training services solicited under this Request for Proposals (RFP). As Training Provider, the selected Contractor will provide industry-valued, occupational skills training and certification services to currently incarcerated individuals in the county jails pre and post release and ensure compliance with all applicable documentation and public safety requirements.

Awards will be for a 21-month contract period (with option to renew contingent upon availability of funds and contract performance) to the successful bidder(s) selected whose response conforms most closely to the RFP and meets MLJT's contracting requirements.

B. AVAILABLE FUNDING AND PERFORMANCE PERIOD

MLJT anticipates that up to \$60,000 in workforce development funds will be available for the 21-month contract period to cover the cost of providing pre-release participant training to 60 individuals incarcerated in Amador, Calaveras, Tuolumne, and Mariposa County Jails.

Bidders must address past experience and their ability to provide pre-release , continuing to post-release industry-valued occupational skills training services in order for proposals to be considered responsive.

C. SCOPE AND BACKGROUND

MLJT is responsible for implementing and maintaining a workforce development system under WIOA by providing administrative, fiscal, and policy oversight within its Local Area (jurisdiction). MLJT Local Area includes all of Amador, Calaveras, Mariposa, and Tuolumne Counties. In addition to legislated responsibilities under WIOA, MLJT plays a major role in a variety of key state, local, and regional initiatives.

D. SCOPE OF REQUESTED SERVICES

MLJT is soliciting proposals to select one Contractor who will act as a Pre-Release Industry-Valued Occupational Skills Training Provider. The selected Contractor will have no direct authority to contract with, pay, or employ any organization or individual on behalf of MLJT without the prior written consent of MLJT.

1. **Training Provider.** MLJT will select a Contractor who will carry out all of the common functions as a Training Provider for individuals who are participating in the Pathway Home 3 program while incarcerated in Amador, Calaveras, Tuolumne, and Mariposa County Jails. MLJT will be responsible for recruitment, interviewing, and selection of these individuals participating in the training programs.

The selected Contractor will be expected to act as Training Provider for approximately sixty (60) students during the contract period. Occupational Skills Training will result in industry-valued certificates earned either pre-release or post-release, no later than December 31, 2024. The following student information will be provided to MLJT case managers:

- **Student Registration** – Collects student enrollment information including student name, course of study, schedule, anticipated completion date, and stated certificate goal, and share with MLJT.
 - **Assessments & Progress Reports** – Share with MLJT monthly progress reports, including skills attained, attendance, grades, absences and changes in student coursework.
 - **Reports** - Submit monthly detailed enrollment and expenditure reports to MLJT financial staff.
 - **Certificates of Completion** – Share all certificates of completion as they are earned with MLJT Case Manager staff.
2. **Remote, hybrid, and/or in-person learning** – Ensures that all necessary equipment and access is granted at each of the participating jails. This includes but is not limited to:
 - **Restricted Internet Access** – Works with jail staff and IT to ensure video conference teaching can be accessed.
 - **Classroom computers and printers (if needed)** – Works with jail staff and IT to ensure that computers and printers meet specifications and are allowable for inmate use.
 - **Flexible scheduling** – Jail schedules can be irregular. The Contractor will

ensure that scheduling of coursework and completion of certifications can be completed in a timely and flexible manner, allowing for completion post-release in the event that an incarcerated student is released early, or COVID impacts student attendance.

3. **Ensuring Public Safety** – Acknowledging that the primary concern for incarcerated individuals is maintaining public safety at all times:
 - **Vetted Teaching Staff** – teachers will complete necessary background screenings at each jail in a timely manner.
 - **PREA Training** – teachers and applicable training provider staff will undergo annual Prison Rape Elimination Act training.

E. DELIVERABLES/REPORTS

MLJT will require written reports summarizing the services provided each month. Bidders must demonstrate the ability to prepare and submit timely reports. At a minimum, the following information shall be submitted to MLJT in the form of a written report:

- Student enrollment and progress in occupational skills training services;
- Monthly detailed expenditure reports;

F. DEBARMENT/SUSPENSION POLICY

In order to prohibit the procurement of any goods or services ultimately funded by Federal awards from debarred, suspended or otherwise excluded parties, each bidder will be screened at the time of the RFP response to ensure bidder, its principal and their named subcontractors are not debarred, suspended or otherwise excluded by the United States Government in compliance with the requirements of 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549. MLJT will verify bidder, its principal and their named subcontractors are not on the Federal Debarred List, suspended or otherwise excluded list of vendors located at www.sam.gov; and bidders are to complete a Debarment and Suspension Certification form located in Attachment 1, certifying bidder, its principal and their named subcontractors are not debarred, suspended or otherwise excluded by the United States government.

II. INSTRUCTION TO BIDDERS

A. AGENCY CONTACTS

MLJT is managing the competitive process for this project. All contact during the competitive process is to be through MLJT only.

The evaluation phase of the competitive process shall begin upon receipt of proposals and continue until a contract has been awarded. Bidders shall not contact or lobby evaluators during the evaluation process. Attempts by bidders to contact evaluators may result in disqualification of bid. All questions regarding these specifications, terms, and conditions are to be submitted in writing via e-mail to:

Corey Yates, Accountant I
e-mail: procurement@mljt.org

The MLJT website will be the official notification posting place of all Requests for Proposals, Interest, Quotes, and Addenda. Go to: www.mljt.org to view current contracting opportunities.

It is the responsibility of each bidder to be familiar with all of the specifications, terms, and conditions. By submission of a bid, the bidder certifies that if awarded a contract they will make no claim against MLJT based upon ignorance of conditions or misunderstanding of the specifications.

B. SUBMITTAL OF QUESTIONS

1. All questions must be submitted by 5:00 p.m. February 15, 2023.
2. Questions will be reviewed and all questions and answers will be posted as Addendum 1 on February 15, 2023.

C. SUBMITTAL OF BIDS

1. All bids must be **emailed** by 5:00 p.m. February 28, 2023.
LATE BIDS WILL NOT BE ACCEPTED.
Any bid received after said time cannot be considered and will be returned. The date and time of the email submission shall be considered the official timepiece for the purpose of establishing the actual receipt of bids.
2. Bids are to be submitted electronically to Corey Yates, Accountant I, addressed, and delivered as follows:

E-mail: procurement@mljt.org
Bidder's name and the RFP number must appear in the subject line.
3. Bidders shall not modify form(s) or qualify their bids. Bidders shall not submit to MLJT a scanned, re-typed, word-processed or otherwise recreated version of the bid form(s) or any other

MLJT-provided document.

4. All costs required for the preparation and submission of a bid shall be borne by the bidder.
5. Only one bid response will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response. For purposes of this requirement, “partnership” shall mean, and is limited to, a legal partnership formed under one or more of the provisions of the California or other State’s Corporations Code or an equivalent statute.
6. All other information regarding the bid responses will be held as confidential until such time as the MLJT Selection Committee has completed its evaluation, a recommended award has been made by the MLJT Selection Committee and forwarded to the MLJT Executive Committee.
7. All parties submitting proposals, either qualified or unqualified, will receive e-mailed recommendation to award/non-award notification(s), which will include the name of the bidder to be recommended for the award. In addition, award information will be posted on MLJT’s website.
8. Each bid received, with the name of the bidder, shall be entered on a record, and each record with the successful bid indicated thereon shall, after the award of the contract, be open to public inspection.
9. California Government Code Section 4552: In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.
10. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), MLJT will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

11. The undersigned bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the contract documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the bid documents.
12. The undersigned bidder certifies that it is not, at the time of bidding, on the California Department of General Services (CDGS) list of persons determined to be engaged in investment activities in Iran or otherwise in violation of the Iran Contracting Act of 2010 (Public Contract Code Section 2200-2208).
13. Under California Governor Newsom Executive Order N-6-22, the undersigned bidder certifies that it is obligated to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.
14. It is understood that MLJT reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of 180 days, unless otherwise specified in the bid documents.

D. RESPONSE FORMAT

1. Bid responses are to be straightforward, clear, concise, and specific to the information requested.
2. **The proposal must meet the deadline and location for submittal, i.e., no later than 5:00 p.m., February 28, 2023.**
Late proposals will be returned.
3. One PDF copy (**signatures in blue ink or electronically certified**), of the proposal must be submitted by the due date and time. The proposal must be formatted as follows:
 - 12-point font
 - 1-inch margins
 - Single spaced
 - Single sided
 - All pages numbered sequentially
 - Header on each page (upper right-hand corner) RFP No. 2022-MLJT-PH3-Training and below that your agency name or agency acronym and name of bidder.

4. The proposal must comply with the provisions of the Request for Proposals and all its instructions.
5. In order for bids to be considered complete, bidder must provide all information requested.
6. The proposal budget must reflect costs associated with providing program services.
7. The proposal must contain accurate and complete information as requested in this proposal.
8. Proposals will be reviewed as initially submitted. No changes, additions, or re-submissions will be accepted after the initial deadline for submission.
9. MLJT reserves the right to withdraw a contract-funding award if it is determined that the award was based on false information provided by the proposer.
10. Bid responses, in whole or in part, may NOT to be marked confidential or proprietary. MLJT may refuse to consider any bid response or part thereof so marked. Bid responses submitted in response to the RFP may be subject to public disclosure. MLJT shall not be liable in any way for disclosure of any such records.

E. PROPOSAL REVIEW AND CONTRACT AWARD PROCESS OVERVIEW

The evaluation and scoring of proposals and recommendation of providers for the RFP will consist of several phases:

1. A preliminary review will be conducted by MLJT staff to ensure that each proposal meets the minimum qualifications for proposal acceptance.
2. For proposals that meet the minimum qualifications, evaluation, and scoring of each proposal will be conducted by a Review Panel according to the criteria listed in Section III.G. Evaluation and Scoring. Staff may arrange site visits with the applicants to confirm the information stated in the proposals.
3. Upon completion of the proposal review process, recommendations for selecting providers will be strictly based on the aggregate scores of the Review Panel.

4. Authority to execute contracts will be given by the Local Workforce Development Board following selection and award of funding by MLJT. Funding will be contingent on state and federal policies.

If no more than one proposal is received in response to this solicitation, MLJT reserves the right to classify this procurement as a failed competition and reissue the RFP or enter into a sole source agreement to ensure service delivery. Funding decisions are the sole responsibility and at the sole discretion of MLJT. Any formal appeal of funding decisions must be in accordance with Section III. J. Bid Protest and Appeals Process of this RFP document.

F. EVALUATION AND SCORING

Each proposal will be evaluated and scored on the information contained in the proposals directly responding to the proposal questions. Information may be disputed or confirmed by staff through follow-up site-visits and consultations with provided references. Each proposal will be given a score between 0 and 100.

A proposal evaluation system, which includes a point system for rating each proposal submitted, will be used to review all proposals that meet minimum qualifications. This system will ensure uniformity in evaluating proposals and will identify the rationale for approval or disapproval.

A PROPOSAL MUST SCORE A MINIMUM OF 75 POINTS TO BE CONSIDERED FOR FUNDING.

Bidders should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments, or unrealistically high or low in cost, will be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the requirements as set forth in this RFP.

Bidders are advised that in the evaluation of cost it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension.

As a result of this RFP, MLJT intends to award a contract to the responsible bidder(s) whose response conforms to the RFP and whose bid presents the greatest value to MLJT, all evaluation criteria considered. The combined score of the evaluation criteria is greater in importance than cost in determining the greatest value. The goal is to award a contract to the bidder that proposes the best quality as determined by the evaluation criteria.

MLJT may award a contract of higher qualitative competence over the lowest priced response.

The basic information that each section should contain is specified below, these specifications should be considered as minimum requirements. Much of the material needed to present a comprehensive proposal can be placed into one of the sections listed. However, other criteria may be added to further support the evaluation process whenever such additional criteria are deemed appropriate in considering the nature of the goods and/or services being solicited.

Each of the following Evaluation Criteria below will be used in ranking and determining the quality of bidders' proposals. Proposals will be evaluated and scored according to each Evaluation Criteria. The scores for all the Evaluation Criteria will then be added together to arrive at a total score for each proposal. A proposal with a high total will be deemed of higher quality than a proposal with a lesser total. The final maximum score for any project is one hundred (100) points. The Evaluation Criteria and their respective scores are as follows:

Evaluation Criteria		Score
A	<p><u>Completeness of Response:</u> Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent Addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration. Responses that are rated a Fail and are not considered will be returned.</p>	Pass/Fail
B	<p><u>Debarment and Suspension:</u> Bidders, its principal and named subcontractors are not identified on the list of Federally debarred, suspended or other excluded parties located at www.sam.gov.</p>	Pass/Fail
C	<p><u>Administrative/Organizational Capacity: 25 Available Points</u> Bidder demonstrates the ability to manage and maintain fiscal records, including experience with federal funds and cost allocation. Bidder has adequate and qualified project staff. Bidder has capacity to track required deliverables and generate required reports.</p>	25 points
D	<p><u>Demonstrated Performance/Ability: 35 Available Points</u> Bidder has the knowledge and ability to perform all Services. The proposal successfully addresses each of the tasks required by this RFP for services. Bidder has past experience/expertise in providing Services.</p>	35 Points

E	<p><u>Budget Proposal/Fiscal Management: 35 Available Points</u></p> <p>Bidder has a project operational budget sufficient to support the proposed activities.</p> <p>Proposal successfully describes the fiscal management experience and the fiscal controls that will be used.</p> <p>Bidder’s budget demonstrates sufficient understanding of Federal Department of Labor cost definitions and cost reimbursement contracts.</p>	35 Points
F	<p><u>References/Previous Contract Experience:</u></p> <p>References for similar projects have been provided and MLJT was able to speak with a minimum of two (2) references in order to verify.</p>	5 Points
Total Points		100

G. PROPOSAL REVIEW PANEL

A preliminary review will be conducted by MLJT staff to ensure that each proposal meets the minimum qualifications for proposal acceptance. A Review Committee will review and score each proposal that has met the minimum qualifications. The Review Committee may be composed of other MLJT staff, not included in the preliminary review, within the local workforce area. The evaluation of the proposals shall be within the sole judgment and discretion of the Review Committee and will be based on the evaluation criteria set forth in this RFP. All contact during the evaluation phase shall be through MLJT staff only. Bidders shall neither contact nor lobby evaluators during the evaluation process. Attempts by Bidder to contact and/or influence members of the Review Committee may result in disqualification of Bidder. The Review Committee will evaluate each proposal meeting the qualification requirements set forth in this RFP.

H. CONTRACT AWARD PROCESS

Once the RFP Review Panel has evaluated all qualifying proposals, MLJT will make a funding decision and take action to select the successful bidder(s). All bidders will receive written notification of the contract award recommendation by MLJT staff. Notification will be provided via e-mail and posted on www.mljt.org. The document providing this notification is the Notice of Intent to Award and will provide the name(s) of the bidder(s) being recommended for contract award.

Upon completion of any bid protest/appeal, MLJT will approve the final contract award recommendation. If no bid protest/appeal is made, MLJT's decision to issue the Notice of Intent to Award is considered the final contract award decision of MLJT.

Contracts will commence April 1, 2023 contingent upon availability of funds. Grant awards will be conferred annually based upon the following criteria: provider meets contractual obligations, successful performance, and any authorization changes that impact this procurement. MLJT Executive Director or designee must formally approve the subsequent annual awards.

I. BID PROTEST PROCESS

MLJT prides itself 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 have been issued. Bid protests submitted prior to issuance of the Notices of Intent to Award will not be accepted by MLJT.

1. Any Bid protest must be based on one or both of the following:
 - a. The action of MLJT is at variance with the law; and/or
 - b. The action of MLJT contravenes current MLJT or WIOA policy.

2. Any Bid protest by any Bidder regarding any other Bid must be submitted in writing to MLJT's Executive Director, located at 197 Mono Way, Suite B, Sonoma, CA 95370, before 5:00 p.m. of the **FIFTH (5th)** business day **following the date of issuance of the Notice of Intent to Award, not the date received by the Bidder**. A Bid protest received after 5:00 p.m. is considered received as of the next business day.
 - a. The Bid protest must contain a complete statement of the reasons and facts for the protest.
 - b. The protest must refer to the specific portions of all documents that form the basis for the protest.

- c. The protest must include the name, address, email address, fax number and telephone number of the person representing the protesting party.
 - d. The Executive Director, or designee, will transmit a copy of the bid protest to all bidders as soon as possible after receipt of the protest.
3. Upon receipt of the written protest, the Executive Director, or designee will review and evaluate the protest and issue a written decision. The Executive Director, may, at his or her discretion, investigate the protest, obtain additional information, provide an opportunity to settle the protest by mutual agreement, and/or schedule a meeting(s) with the protesting bidder and others (as appropriate) to discuss the protest.

The decision will be communicated by e-mail and certified mail and will inform the bidder whether or not the recommendation to MLJT in the Notice of Intent to Award is going to change. A copy of the decision will be furnished to all bidders affected by the decision. As used in this paragraph, a bidder is affected by the decision on a bid protest if a decision on the protest could result in the bidder not being the apparent successful bidder on the RFP.

J. CONTRACT EVALUATION AND ASSESSMENT

During the initial 60-day period of any contract that may be awarded to Contractor, MLJT staff will meet with the Contractor to evaluate the performance and to identify any issues or potential problems.

MLJT reserves the right to determine, at its sole discretion whether:

1. Contractor has complied with all terms of this RFP; and
2. Any problems or potential problems with the proposed services were evidenced which make it unlikely (even with possible modifications) that such proposed services have met MLJT requirements.

If, as a result of such determination MLJT concludes that it is not satisfied with Contractor, Contractor's performance under any awarded contract and/or Contractor's goods and/or services as contracted for therein, the Contractor will be notified of contract termination effective 45 days following notice. MLJT will have the right to invite the next highest ranked bidder to enter into a contract. MLJT also reserves the right to re-bid this project if it is determined to be in its best interest to do so.

III. **TERMS AND CONDITIONS**

A. **AWARD**

1. Proposals will be evaluated by a Proposal Review Panel and will be ranked in accordance with the RFP section entitled "Proposal Review Panel."
2. The Review Panel will recommend award to the bidder who, in its opinion, has submitted the proposal that best serves the overall interests of MLJT and attains the highest overall point score. Award may not necessarily be made to the bidder with the lowest cost.
3. MLJT reserves the right to reject any or all responses that materially differ from any terms contained in this RFP or from any Exhibits attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for bidders to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of MLJT.
4. MLJT reserves the right to award to a single contractor.
5. MLJT has the right to decline to award this contract or any part thereof for any reason.
6. MLJT Executive Director or designee approval to award a contract is required.
7. A contract must be negotiated, finalized, and signed by the intended awardees prior to Executive Director or designee approval.
8. The RFP specifications, terms, conditions and Exhibits, RFP Addenda and Bidder's proposal, may be incorporated into and made a part of any contract that may be awarded as a result of this RFP.

B. **TERM/TERMINATION/RENEWAL**

1. The initial term of the contract, which may be awarded pursuant to this RFP, will be 23 months.

2. The initial contract will include the 23-month term award from February 1, 2023, to December 31, 2024, scope of work and performance requirements. This contract will be amended to include performance requirements and any scope of work modifications necessary as a result of changes in federal or state laws and regulations. Awards will be dependent upon continuance of enabling legislation (Workforce Innovation and Opportunity Act) and fund availability for MLJT and the Local Workforce Development Area.

C. CONTRACTING REQUIREMENTS

In order to contract for workforce development funds, the Contractor must:

1. Be legally capable of entering into a contract and be able to provide proof of the ability to administer Pre-Release Occupational Skills Training services (i.e., previous experience administering Pre-Release Occupational Skills Training services for paid work experience or temporary job programs, or other related service programs, and no disbarment).
2. If applicable, provide documentation of current fiscal and compliance audits, as required by law.
3. If applicable, provide Articles of Incorporation and evidence of current corporate status, as filed with the Secretary of State.
4. Be an Affirmative/Equal Opportunity Employer. If selected for funding, the lead agency and any collaborative partner agencies will be required to meet EEO requirements.
5. Be in compliance with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA).
6. Ensure that reports and/or documents contain correct information.
7. File required insurance documentation with MLJT as an exhibit to the contract. MLJT must review all documentation before the initial invoice will be processed. The following are insurance requirements that contractors must carry:
 - Commercial General Liability in the amount no less than \$1,000,000 combined Single Limit for each occurrence. Must include personal injury coverage.
 - Workers' Compensation as required by State law or \$1,000,000. Employers Liability minimum \$100,000.
 - Automobile Liability in an amount not less than \$1,000,000 combined

Single Limit per accident for bodily injury and property damage covering owned, non-owned, and hired vehicles.

- Professional/Liability/Errors and Omissions in the amount no less than \$1,000,000.
 - MLJT is listed and covered as additional insured.
 - Notice of Cancellation must ensure that each insurance policy shall be endorsed to state that the coverage shall not be suspended, voided, or canceled except after 30 days' notice has been given to MLJT.
8. Comply with requirements for anti-lobbying, debarment, and drug-free workplace certification.

D. TYPE OF CONTRACT

Contracts will be written on a cost reimbursement basis. The Contractor is required to provide a breakdown of their costs as part of the contract and agree to submit monthly invoices for payment. All costs reported on monthly and final cost statements shall be supported by appropriate documentation which shall establish that MLJT is charged a fair and equitable portion of any indirect or shared costs attributable to services performed under this Contract. All costs incurred by Contractor as a result of this RFP must directly relate to program operations and the administration of program operations. Costs must be fair, reasonable, allowable, necessary, fully justified, and competitive.

E. INVOICING

1. As prescribed in the executed contract, only the awarded Contractor shall prepare and issue itemized invoices to MLJT.
2. MLJT shall notify Contractor of any adjustments required to invoice.
3. MLJT will pay Contractor for approved invoices within 10 days of receipt of funds from funding source, or as agreed upon, not to exceed amounts specified in the executed contract.

F. PROGRAM COSTS

Cost Allocation Plan

If applicable, a Cost Allocation Plan describing the methodology that will be used to prorate common operating costs to each funding source must be submitted with the proposal when costs are prorated to more than one funding source based on benefits received.

Describe how your fiscal system is administered, including responsibilities of the Board of Directors, Executive Director and staff in fiscal management and your fiscal procedures and policies.

- If applicable, attach a copy of your organization's overall budget, along with a list of funding sources and the amount received from each, and identify any match.

Indirect Cost Rate

If applicable, indirect costs included in the Budget must be supported by an approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government, or a de minimis indirect cost rate as defined in §200.414(f) Indirect (F&A) costs in 2 CFR 200.

Any non-Federal entity that has never received a negotiated indirect cost rate, except for those non-Federal entities described in Appendix VII to Part 200 of the 2 CFR—States and Local Government and Indian Tribe Indirect Cost Proposals, paragraph D.1.b, may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) which may be used indefinitely. As described in §200.403 Factors affecting allowability of costs, costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time.

Proposed Budget/Cost Structure

MLJT does not allow recipients of federal funds to earn a profit even if the recipient is a commercial organization. Profit is any amount in excess of allowable direct and indirect costs. Bidders may not include profit in their budget.

If an organization does not have a federally negotiated indirect cost rate, the organization may apply the de minimis indirect cost rate of 10% of modified total direct costs. 2 C.F.R. §200.331(a)(4).

G. PROHIBITION AGAINST SUBCONTRACTING OR ASSIGNMENT

Contractor shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of MLJT. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of MLJT. Any such prohibited assignment or transfer shall be void.

H. RECORD KEEPING

Contractor will be expected to maintain complete up-to-date and accurate records and management controls. The Contractor will be expected to maintain complete fiscal and accounting records, in accordance with Federal Government Accounting Principles, including, but not limited to, backup documentation to the contract budget, and demonstration of acceptable accounting methods to disburse costs. All documents and records will be maintained for a period of no less than three (3) years, or three years after the close of a Finding. This is a federal administrative requirement.

I. MONITORING

The Contractor selected and funded with WIOA dollars may need to produce documents to MLJT staff for any Employment Development Department (EDD) officials or Department of Labor monitoring requests. All agency records pertaining to contract must be available for inspection.

J. GENERAL REQUIREMENTS

1. Proper conduct is expected of Contractor's personnel when on MLJT premises. This includes adhering to no-smoking ordinances, the drug-free workplace policy, not using alcoholic beverages, and treating employees courteously.
2. MLJT has the right to request removal of any Contractor employee or subcontractor who does not properly conduct himself/herself/itself or perform quality work.

K. COMPLIANCE WITH APPLICABLE REGULATIONS

This RFP has been developed consistent with all applicable State and Federal statutes, regulations, and published guidelines and policies.

ATTACHMENT NO. 1

Minimum Insurance Requirements for Community Colleges/Adult Schools

Minimum Insurance Requirements for Nonprofits

Audit Requirements

EXHIBIT C

MOTHER LODE JOB TRAINING 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 minimum insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability 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	Commercial or Business Automobile Liability 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
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,00,000 per accident for bodily injury or disease
D	Employee Dishonesty and Crime	\$1,000,000 per occurrence
E	<p><u>Endorsements and Conditions:</u></p> <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, <u>shall be endorsed to name as additional insured: Mother Lode Job Training and all its officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</u> 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, 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 the later of termination of the Agreement 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. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to MLJT. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. 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. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to MLJT. Acceptance of Contractor's insurance by MLJT 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. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 	

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| | <p>6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:</p> <ul style="list-style-type: none">– 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. Coverage shall be at least as broad as in the ISO Forms named above.– Joint insurance program with the association, partnership or other joint business venture included as a “Named Insured”. <p>7. CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to MLJT of cancellation.</p> <p>8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to MLJT, evidencing that all required insurance coverage is in effect. MLJT reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies.</p> |
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EXHIBIT D

AUDIT REQUIREMENTS

MLJT contracts with various organizations to carry out programs mandated by the Federal and State governments or sponsored by the Board of Supervisors. Under the Single Audit Act Amendments of 1996 (31 U.S.C.A. §§ 7501-7507) and Board policy, MLJT has the responsibility to determine whether organizations receiving funds through the County have spent them in accordance with applicable laws, regulations, contract terms, and grant agreements. To this end, effective with the first fiscal year beginning on and after December 26, 2014, the following are required.

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources:

1. Non-Federal entities which are determined to be sub-recipients by the supervising department according to 2 CFR § 200.330 and which expend annual Federal awards in the amount specified in 2 CFR § 200.501 are required to have a single audit performed in accordance with 2 CFR § 200.514.
2. When a non-Federal entity expends annual Federal awards in the amount specified in 2 CFR § 200.501(a) under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or terms and conditions of the Federal award do not require a financial statement audit of the auditee, the non-Federal entity may elect to have a program-specific audit conducted in accordance with 2 CFR § 200.507 (Program Specific Audits).
3. Non-Federal entities which expend annual Federal awards less than the amount specified in 2 CFR § 200.501(d) are exempt from the single audit requirements for that year except that the County may require a limited-scope audit in accordance with 2 CFR § 200.503(c) .

B. Funds from All Sources:

Non-Federal entities which expend annual funds from any source (Federal, State, County, etc.) through MLJT in an amount of:

1. \$100,000 or more must have a financial audit in accordance with the U.S. Comptroller General's Generally Accepted Government Auditing Standards (GAGAS) covering all County programs.
2. Less than \$100,000 are exempt from these audit requirements except as otherwise noted in the contract.

Non-Federal entities that are required to have or choose to do a single audit in accordance with 2 CFR Subpart F, Audit Requirements are not required to have a financial audit in the same year. However, Non-Federal entities that are required to have a financial audit may also be required to have a limited-scope audit in the same year.

C. General Requirements for All Audits:

1. All audits must be conducted in accordance with Generally Accepted Government Auditing Standards issued by the Comptroller General of the United States (GAGAS).
2. All audits must be conducted annually, except for biennial audits authorized by 2 CFR § 200.504 and where specifically allowed otherwise by laws, regulations, or County policy.
3. The audit report must contain a separate schedule that identifies all funds received from or passed through MLJT that is covered by the audit. MLJT programs must be identified by contract number, contract amount, contract period, and amount expended during the fiscal year by funding source. An exhibit number must be included when applicable.
4. If a funding source has more stringent and specific audit requirements, these requirements must prevail over those described above.

II. AUDIT REPORTS

A. For Single Audits

1. Within the earlier of 30 calendar days after receipt of the auditor's report or nine months after the end of the audit period, the auditee must electronically submit to the Federal Audit Clearinghouse (FAC) the data collection form described in 2 CFR § 200.512(b) and the reporting package described in 2 CFR § 200.512(c). The auditee and auditors must ensure that the reporting package does not include protected personally identifiable information. The FAC will make the reporting package and the data collection form available on a web site and all Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the FAC. As required by 2 CFR § 200.512(a)(2), unless restricted by Federal statutes or regulations, the auditee must make copies available for public inspection.
2. A notice of the audit report issuance along with two copies of the management letter with its corresponding response should be sent to MLJT's fiscal department within ten calendar days after it is submitted to the FAC.

B. For Audits other than Single Audits

At least two copies of the audit report package, including all attachments and any management letter with its corresponding response, should be sent to the MLJT fiscal department within six months after the end of the audit year, or other time frame as specified by the department.

III. AUDIT RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to MLJT's fiscal department a corrective action plan consistent with 2 CFR § 200.511(c) to address each audit finding included in the current year auditor's report. Questioned costs and disallowed costs must be resolved according to procedures established by MLJT in the Contract Administration Manual. MLJT's fiscal department will follow up on the implementation of the corrective action plan as it pertains to MLJT programs.

IV. ADDITIONAL AUDIT WORK

MLJT, the State, or Federal agencies may conduct additional audits or reviews to carry out their regulatory responsibilities. To the extent possible, these audits and reviews will rely on the audit work already performed under the audit requirements listed above.