



**Request for Proposal
Evidence Based Programs
for
Inmate Behavioral/Cognitive, Workforce Re-Entry and
Career Technical Educational Training**

**Imperial County Sheriff's Office
RFP No.: 17-0005**

**Release Date:
March 7, 2017**

**Proposal Due Date:
April 14, 2017**

Refer ALL Inquiries to:

**Debbie Wray
debbiewray@co.imperial.ca.us
Purchasing Supervisor
Imperial County
1125 W. Main Street
El Centro, CA 92243**

Contents

1. INTRODUCTION	4
1.1. Background.....	4
1.2. Request for Proposal	5
1.3. Scope	5
1.4. Agreement Length	6
2. PROPOSAL INSTRUCTION, FORMAT, CONTENT AND SUBMISSION.....	7
2.1. Schedule of Events	7
2.2. General Format.....	7
2.3. Specific Format Requirements	7
2.4. Submission of Proposal	8
2.5. Optional Provider RFP Conference and Site Evaluation	9
2.6. Questions or Comments.....	9
2.7. RFP Specification Changes.....	10
2.8. Discrepancy Between Proposal and Agreement	10
2.9. Confidentiality	10
2.10. Acceptance Period.....	11
3. PROPOSAL EVALUATION AND SELECTION.....	12
3.1. Evaluation Factors	12
3.2. Scoring	12
3.3. Best and Final Offer	13
3.4. Negotiation of Proposal.....	13
3.5. Proposal Selection	14
3.6. Final Decision.....	14
3.7. Protest of Award.....	14
4. PROVIDER QUALIFICATIONS AND REFERENCES	15
4.1. Minimum Provider Qualifications	15
4.2. Financial Information	15
4.3. Accreditation	16
4.4. Staffing Requirements	16
4.5. Program Supervision	17
4.6. Instruction Staff	17
4.7. Provider References	18
5. GENERAL CONDITIONS	19

5.1.	Invoices and Reports	19
5.2.	Grant Applications/Additional Funding Sources	20
5.3.	Assignments and Mergers/Acquisition.....	20
5.4.	Independent Contractor.....	21
5.5.	Termination/Default.....	21
5.6.	Transition.....	21
5.7.	Indemnification	22
5.8.	Insurance	22
6.	COURSE REQUIREMENTS.....	24
6.1.	Program Design	24
6.2.	Program Support	25
6.3.	Locations.....	25
6.4.	Materials.....	25
6.5.	Implementation Plan	26
6.6.	Required Programs and Courses	26
6.7.	Additional Courses.....	27

1. INTRODUCTION

1.1. Background

- 1.1.1. Evidence Based Programs (EBPs), is a training-based approach to addressing the problem of recidivism in inmate populations. Involving constant research and oversight, EBPs focus on developing a model that reflects success in this area. Approaches to the use of EBPs may vary in the field of corrections, but most agree that EBP training is unique and should include:
 - 1.1.1.1. Goals - identify goals of the EBP in concrete terms;
 - 1.1.1.2. Risk assessment - identifying and prioritizing training for inmates that are at a higher risk for recidivism;
 - 1.1.1.3. Intervention - provide high risk inmates with behavioral, cognitive and vocational training while remaining cognizant of each individual inmate's gender, learning style, temperament, motivation and culture in assigning them to specific classes;
 - 1.1.1.4. Measurement - monitor inmate progress on both an ongoing and time-interval basis, review and provide feedback, including statistical evaluations to the corrections authority to identify programs that work well and programs that do not meet the EBPs' goal;
 - 1.1.1.5. Class Correction - from measurement, the training/education provider works with the corrections authority to make changes that increase the likelihood of meeting the identified goals.
- 1.1.2. The Imperial County Sheriff's Office ("Imperial County") experienced a population shift due to the implementation of the California Assembly Bill 109 (AB109), which moved low-level inmates from state prisons to local jails. Previously, Imperial County was responsible for housing inmates awaiting sentencing or sentenced to terms of one year or less. The impact of AB109 on Imperial County was an increase of inmates with long-term sentences directly impacting the average daily population (ADP).
- 1.1.3. Imperial County is seeking to adopt an evidence-based approach that will focus on education and training to offer the best employment opportunities for inmates post-incarceration to assist them in workforce re-entry and to help reduce recidivism. Imperial County is responsible for the care, custody and control of up to 600 inmates. The current ADP is 447. Additionally, Imperial County will be opening the new facility and there will be an additional 245 beds, which will be phased in over time.
- 1.1.4. Educational classes, reading, General Education Development (GED) preparation and English as a Second Language (ESL) are currently provided and managed by an in-house contracted, certified teacher with adjunct assistance from instructors at the Imperial Valley Community College.
- 1.1.5. The current behavioral/cognitive educational program is provided and managed by the Volunteers of America. The program is a behavioral/cognitive class offered 5-days a week from Monday through Friday from 6:00 p.m. to 8:00 p.m. at Imperial County's facilities. There are currently fewer than 50 inmates between the two facilities enrolled in the classes. Approximately 80 inmates have previously completed the classes and have received a "Breaking Barriers" certificate. "Breaking Free" programming involves specific training and classes to individuals who have a challenging time seeking employment. The current program is extremely limited in scope and does not include Imperial County's new requirements for workforce re-entry and Career Technical Education (CTE) programs in addition to the cognitive/behavioral classes.

1.2. Request for Proposal

- 1.2.1. Imperial County invites responses to this Request for Proposal (RFP) from qualified, experienced educational providers (“Providers”) who can offer a variety of EBPs to be conducted at Imperial County’s facilities. The qualified Providers shall have class offerings aligning with current employment trends in Imperial County allowing inmates exiting the custody of Imperial County to obtain a working skillset that can be used immediately within the Imperial County community. The onsite instructor-led classes provided shall meet the requirements described in this RFP for inmates at the following Imperial County facilities (“Facilities”):

Herbert Hughes Correctional Center (HHCC)
328 Applestill Road
El Centro, CA 92243

Regional Adult Detention Facility (RADF)
328 Applestill Road
El Centro, CA 92243

Oren R. Fox Detention Facility (OFDF)
328 Applestill Road
El Centro, CA 92243
Opening February 2018

Video Visitation Center (VVC)
328 Applestill Road
El Centro, CA 92243
Opening May 2017

- 1.2.2. Available classroom space is limited at present to 1 classroom and 1 chapel at the RADF and 1 multipurpose room at the HHCC.
- 1.2.3. Imperial County is in the process of constructing a new Facility, OFDF, slated to open in February 2018. The OFDF will provide 2 new classrooms, an instructor prep area, and a new food services kitchen with a teaching kitchen to provide hands-on training in food preparation and safety. The VVC is slated to open in May 2017.
- 1.2.4. Imperial County shall designate a staff member or consultant to work with the Provider personnel in the management of the day-to-day operations of the educational programs. Provider will cooperate with the designated staff member or consultant as directed by Imperial County. Throughout this RFP, Imperial County shall be deemed to include both designated Imperial County staff and/or consultant.

1.3. Scope

- 1.3.1. Imperial County desires to improve its training programs to better prepare released inmates for re-entry into the workforce as well as family life. To do so, Imperial County would like to offer behavioral programs that help inmates manage themselves better by learning to control their anger, learning parenting skills and learning coping mechanisms to bolster their own self-esteem. Additionally, Imperial County would like to improve released inmates’ chances for obtaining and maintaining employment by increasing their workplace re-entry skills, such as resume creation, and by offering training in a locally marketable skill or trade such as food-safety or welding. To this end, Imperial County requires an evidence based educational program that includes behavioral/cognitive, CTE, and workforce re-entry courses.

- 1.3.2. Provider shall offer classes in the required classwork subject that is best suited to the targeted high-risk, inmate. All classes will be instructor-led in Facility classrooms with up to 20 inmates per class. Provider is responsible for all teaching materials, books, audio and visual aids, equipment and appropriately certified teaching staff.
- 1.3.3. Education classes such as reading, GED preparation, and ESL are not a part of this RFP. Imperial County is not seeking broadcasted, self-paced, or computerized learning programs as part of this RFP.

1.4. Agreement Length

- 1.4.1. Imperial County intends to award a 3-year Agreement (“Initial Term”) with the option to renew for 2 additional 1-year terms or on a month-to-month basis (not to exceed 12 months). All terms and conditions, requirements and specifications of the Agreement shall remain the same and apply during any renewal terms. The Agreement shall not automatically renew.

2. PROPOSAL INSTRUCTION, FORMAT, CONTENT AND SUBMISSION

2.1. Schedule of Events

- 2.1.1. The following is Imperial County's best estimate of the schedule of events ("Schedule of Events"). Imperial County reserves the right to revise the Schedule of Events. Unless otherwise specified, the times provided are Pacific Standard Time (PST).
- 2.1.2. Proposals must be received no later than 2:00 p.m. PST on April 14, 2017 ("Proposal Due Date") at the location specified in [Section 2.6 – Questions or Comments](#).

Table 1 - Schedule of Events

Release of the RFP	March 7, 2017
Deadline for RFP Conference/Site Evaluation Registration Forms	March 13, 2017
Optional Provider RFP Conference/Site Evaluation	March 24, 2017
Deadline for Written Questions from Providers	March 31, 2017
Dissemination of Answers to Written Questions	April 7, 2017
Proposal Due Date	April 14, 2017

2.2. General Format

- 2.2.1. Provider must completely respond to all requests for information and forms contained in this RFP to be considered for award. Class brochures or school marketing materials will be considered an incomplete reply to requests for information.
- 2.2.2. Provider is solely responsible for the accuracy and completeness of its proposal response. Provider is responsible for separating and marking documents as confidential when submitting its response. Proposals considered incomplete by Imperial County may be rejected without notification.
- 2.2.3. Elaborate or lengthy proposals are discouraged. Emphasis should be on completeness and clarity of content. Proposals should provide a straightforward, concise description of Provider's ability to satisfy the requirements of this RFP.

2.3. Specific Format Requirements

- 2.3.1. Proposals shall be prepared on standard 8 1/2" x 11" paper with a 12-point font with each page numbered.
- 2.3.2. Proposals shall include all of the original RFP language from the required sections.
- 2.3.3. A complete response to each section and numbered item must be provided for the sections identified in **Section 2.3.6, sub-section 2.3.6.3**. If Provider is in full compliance with the section or numbered item, Provider's response shall be, "Read, Agree and Will Comply." Otherwise, Provider's response shall be, "Read and Do Not Comply" and considered an exception ("Exception"). Exceptions to any section or numbered item must be addressed and listed in **Attachment 1 - Imperial County EBP Training RFP #17-0005, Section I (Exceptions to the RFP)**.
- 2.3.4. The original RFP text, as well as any appendices, amendments, addenda or other correspondence related to this RFP may not be manually, electronically or otherwise altered by Provider. Any Provider's proposal containing altered, deleted or additional non-original RFP text may be disqualified.
- 2.3.5. All information contained in Provider's proposal must be relevant to a section or numbered item of this RFP. Any information which does not meet this criterion shall be deemed extraneous and shall not be evaluated.

- 2.3.6. The proposal must follow the format of this RFP. The order of Provider's response shall be as follows:
- 2.3.6.1. A cover letter signed by a representative of Provider's organization that will be responsible for negotiating the final Agreement;
 - 2.3.6.2. A Table of Contents;
 - 2.3.6.3. **Sections 4 through 6** of this RFP document and all subsections thereof;
 - 2.3.6.4. **Attachment 1: Imperial County EBP Training RFP #17-0005.** Provider shall follow all directions in **Section A - Provider Instructions**; Provider is *required* to complete the following tabs/sections:
 - 2.3.6.4.1. **Section B – Required Cognitive/Behavioral Programs**
 - 2.3.6.4.2. **Section C – Required Adult Workforce Re-Entry Programs**
 - 2.3.6.4.3. **Section D – Required Short-Term CTE Programs**
 - 2.3.6.4.4. **Section H – Class Rates and Provider Offer Signature**
 - 2.3.6.4.5. **Section I – Exceptions to the RFP**
 - 2.3.6.4.6. **Section J – Exceptions to the Agreement Terms**
 - 2.3.6.4.7. **Section K – Receipt of Addenda**
 - 2.3.6.4.8. **Section L – RFP Conference/Site Visit Registration Form**
 - 2.3.6.5. **Attachment 1: Imperial County EBP Training RFP #17-0005.** Provider shall follow all directions in **Section A (Provider Instructions)**; Provider is *encouraged* to provide additional class offerings by completing the following tabs/sections:
 - 2.3.6.5.1. **Section E – Additional Cognitive/Behavioral Programs**
 - 2.3.6.5.2. **Section F – Additional Adult Workforce Re-Entry Programs**
 - 2.3.6.5.3. **Section G – Additional Short-Term CTE Programs**
 - 2.3.6.6. **Provider Exhibit 1:** Provider Documentation, References, State Business Registrations, Licenses, and Financial Statements, including Dun & Bradstreet Reports or Equivalent as Applicable;
 - 2.3.6.7. **Provider Exhibit 2:** Provider Personnel Resumes; and
 - 2.3.6.8. **Provider Exhibit 3:** Sample Training Materials.
- 2.3.7. Failure to follow the instructions in this RFP may, at Imperial County's sole discretion, result in the rejection of Provider's proposal.

2.4. Submission of Proposal

- 2.4.1. Deliver 3 paper copies (1 original and 2 copies), an electronic version on CD, DVD or USB Flash Drive, and an email version of the proposal on or before the Proposal Due Date. Proposals must be directed to the RFP contact specified in [Section 2.6 – Questions or Comments](#).
- 2.4.1.1. **Paper copies are to be mailed to the following address:**

County of Imperial Purchasing Department
Attn: Debbie Wray
1125 Main
El Centro, CA 92243
Email – debbiewray@co.imperial.ca.us

- 2.4.2. The outside of the sealed proposal must be labeled **EVIDENCE BASED PROGRAMS**, and include the RFP number. Provider is responsible for late deliveries or mail delays. Postmarking by the Proposal Due Date shall not substitute for the actual proposal receipt. Additional time to respond may not be granted to any individual Provider.
- 2.4.3. The electronic copy, inclusive of all required documents and attachments, must be in a searchable format and shall follow the order of the RFP. Non-searchable documents will be considered non-compliant. Provider is responsible for ensuring the electronic version and the chosen media are

- free from any viruses, malware or malicious code. Compromised electronic versions will be considered non-compliant.
- 2.4.4. All costs and expenses relating to the preparation and submission of Provider's proposal shall be the responsibility of Provider.
 - 2.4.5. Provider may modify its submitted proposal by providing a written and signed request to the RFP contact specifying the modification(s), prior to the Proposal Due Date. Imperial County will not accept any modifications to Provider's proposal after the Proposal Due Date except in connection with a requested Best and Final Offer.
 - 2.4.6. Provider may withdraw its submitted proposal by providing a written and signed request to the RFP contact at any time prior to the Proposal Due Date.
 - 2.4.7. Provider is responsible for all errors or omissions contained in its proposal.
 - 2.4.8. **Attachment 2 – Imperial County Sample Agreement** has been provided as an example Agreement detailing a sample of the terms and conditions to which the awarded Provider shall agree. This document in no way should be interpreted as the final terms and conditions of the subsequent Agreement. Imperial County reserves the right to revise/change the terms and conditions of the Sample Contract at any time. Providers shall review **Attachment 2 – Imperial County Sample Agreement Terms**. Any Exceptions that the Provider has to the requirements of the sample Agreement shall be listed in **Attachment 1 - Imperial County EBP Training RFP #17-0005, Section J (Exceptions to the Agreement Terms)**.

2.5. Optional Provider RFP Conference and Site Evaluation

- 2.5.1. Imperial County encourages interested Providers to attend an RFP Conference and Site Evaluation ("RFP Conference") on the date and time specified in the Schedule of Events. It is not mandatory for Providers to attend the RFP Conference to submit a proposal. The RFP Conference will allow Providers to:
 - 2.5.1.1. View the classroom space currently available;
 - 2.5.1.2. Learn more about the expansion project that will increase classroom space and provide a culinary training kitchen;
 - 2.5.1.3. Discuss general policy and procedures with Imperial County; and
 - 2.5.1.4. Allow for a questions and answers between both Imperial County and the Providers.
- 2.5.2. To attend the RFP Conference, Provider must complete and email **Attachment 1 – Section L (RFP Conference/Site Visit Registration Form)** to the RFP contact specified in [Section 2.6 – Questions or Comments](#) on or before the date specified by the Schedule of Events. Each Provider will be limited to 2 representatives at the RFP Conference. Via an email to the RFP contact, and upon receipt of Imperial County's confirmation, Provider must confirm attendance with the RFP contact at least 4 days prior to the RFP Conference.
- 2.5.3. Oral responses to questions during the RFP Conference shall be considered nonbinding on Imperial County. Provider's questions regarding the RFP Conference and/or this RFP must be submitted by Provider in writing as specified in [Section 2.6 – Questions or Comments](#) on or before the date specified in the Schedule of Events.

2.6. Questions or Comments

- 2.6.1. Provider must direct all questions and/or comments to the RFP contact listed below. All questions must be written and submitted electronically and in a comprehensive document.
- 2.6.2. Imperial County shall deliver the answers to the questions and/or comments received on or before the date specified in the Schedule of Events. Any questions and/or comments submitted by the Providers after the Proposal Due Date will not be answered by Imperial County.
- 2.6.3. Only written communication executed by Imperial County in the form of an amendment or addendum shall be considered binding.

- 2.6.4. Provider shall not contact any of Imperial County's employees or any employee at the Facilities regarding this RFP during the RFP process. Inappropriate contact by Provider may result in Imperial County's rejection of Provider's proposal.
- 2.6.5. RFP contact information:

County of Imperial Purchasing Department
Attn: Debbie Wray
1125 W. Main Street
El Centro, CA 92243
Fax – (760) 353-4956
Email – debbiewray@co.imperial.ca.us

2.7. RFP Specification Changes

- 2.7.1. Imperial County reserves the right, at any time, to amend any portion of this RFP in the form of an addendum or amendment.
- 2.7.2. Providers shall carefully review each released addendum or amendment and note its receipt of those documents as directed in **Attachment 1 - Imperial County EBP Training RFP #17-0005, Section K (Receipt of Addenda)**.
- 2.7.3. Imperial County reserves the right to withdraw and/or reissue the RFP in whole or in part at any time during the RFP process. Imperial County reserves the right to not award an Agreement pursuant to this RFP.
- 2.7.4. Provider's submission of a proposal shall not bestow any rights upon Provider nor obligate Imperial County in any manner.

2.8. Discrepancy Between Proposal and Agreement

- 2.8.1. Discrepancies among the following documents shall be resolved in the following order, with the higher ranking documents taking precedence over the lower. (Shown higher to lower.)
 - 2.8.1.1. Negotiated Agreement and any amendments or addenda;
 - 2.8.1.2. RFP and any amendments or addenda;
 - 2.8.1.3. Provider's final proposal.

2.9. Confidentiality

- 2.9.1. Provider proprietary and/or confidential information must be clearly marked and identified as such. Provider shall not intentionally mark any portion of its proposal as "proprietary" or "confidential" that it does not have a good faith belief to be proprietary or confidential or in any other way attempt to prohibit compliance with public record disclosure requirements. Should Provider's information, which is marked as proprietary or confidential, be requested as part of a public information act request, Imperial County may notify Provider in writing before such information is released as required by the applicable act or law. Provider agrees, at its expense, to defend and hold harmless Imperial County from claims involving infringement of any intellectual property.

2.10. Acceptance Period

- 2.10.1. Provider's submission of a proposal indicates Provider agrees the proposal will remain valid for a minimum of 120 days from the Proposal Due Date ("Acceptance Period"). A proposal requesting less than 120 days may be rejected. Provider may specify a longer Acceptance Period.
- 2.10.2. If Provider's Proposal is accepted within the Acceptance Period, Provider agrees to furnish any or all items or services as negotiated, and under the terms and conditions specified in this RFP, its amendments(s) and/or addenda and Agreement. Imperial County shall create an Agreement for execution by Imperial County and the awarded Provider, which shall contain the terms and conditions in this RFP, its amendments and/or addenda, and as negotiated by Imperial County and awarded Provider.

3. PROPOSAL EVALUATION AND SELECTION

3.1. Evaluation Factors

- 3.1.1. All contact during the evaluation phase shall be through Imperial County's Purchasing Department. Providers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Provider to contact and/or influence members of the Evaluation Committee may result in disqualification of Provider.
- 3.1.2. Proposals will be evaluated by Imperial County's internal evaluation committee ("Evaluation Committee"). The evaluation process may include two phases including an initial evaluation and, if deemed necessary, an oral interview with the highest scoring Providers.
- 3.1.3. **Phase One:** Evaluation of the qualification requirements set forth in this RFP.
 - 3.1.3.1. Each evaluator independently assigns a score to each of the evaluation criteria associated with Phase One - Evaluation Criteria listed in Table 2 – Evaluation Criteria below.
 - 3.1.3.2. Criterion scores will then be summed for Phase One.
 - 3.1.3.3. Imperial County reserves the right to award the Agreement at the end of Phase One.
- 3.1.4. **Phase Two:** Optional oral presentations and interviews.
 - 3.1.4.1. If the evaluation committee determines that oral presentations and interviews with the highest scoring Provider(s) are necessary, Imperial County will:
 - 3.1.4.1.1. Invite the highest scoring Provider(s) to give a presentation.
 - 3.1.4.1.2. Provide the Provider(s) with an agenda specifying the items to be covered during the Provider's presentation.
 - 3.1.4.1.3. Providers may not make additions, deletions or substitutions to proposals during the oral interview, unless they may be viewed as a clarification(s).
 - 3.1.4.1.4. Each evaluator will independently assign a score to each of the evaluation criteria associated with Phase Two – Oral Presentations in Table 2 – Evaluation Criteria below.
 - 3.1.4.1.5. Criterion scores will then be summed for Phase Two.
 - 3.1.4.1.6. The scores from Phase One and Phase Two will then be summed resulting in a final score.
- 3.1.5. Imperial County may request a Best and Final Offer as outlined in [Section 3.3 – Best and Final Offer](#).
- 3.1.6. Proposals that are unrealistic in terms of technical or schedule commitments, or unrealistically high or low in cost, will be considered as indicative of the Provider's failure to understand the requirements of this RFP.
- 3.1.7. Providers are advised that in the evaluation of cost it will be assumed that the quoted unit price per hour is correct in the case of a discrepancy between the price per hour and the extended price.
- 3.1.8. As a result of this RFP, Imperial County intends to award a contract to the responsible Provider whose response conforms to the RFP and whose proposal presents the greatest value to Imperial County, all evaluation criteria considered. The combined score of the evaluation criteria is greater in importance than cost in determining the greatest value to Imperial County. The goal is to award a contract to the Provider that proposes the best quality as determined by the combined weight of the evaluation criteria. Imperial County may award a contract of higher qualitative competence over the lowest priced response.

3.2. Scoring

- 3.2.1. Each set of the Evaluation Criteria as listed in **Table 2 – Evaluation Criteria** will be used in ranking and determining the quality of Provider's proposals.

- 3.2.1.1. Sections A through G of the Evaluation Criteria are assigned a total number of points per section. Responses that address all requirements, include all requested information, and that meet or exceed expectations shall receive the greatest number of possible points.

Table 2 - Evaluation Criteria

PHASE ONE - EVALUATION CRITERIA		
Description		Points
A.	Understanding of the Project	15 Points
B.	Compliance and Exceptions	10 Points
C.	Relevant Experience and Accreditation (Section 4. Provider Qualifications and References)	15 Points
D.	Provider References (Section 4. Provider Qualifications and References)	10 Points
E.	Evidence Based Program Criteria (Section 6. Course Requirements)	20 Points
F.	Implementation Plan (Section 6.5. Implementation Plan)	10 Points
G.	Cost (Attachment 1 – Imperial County EBP Training RFP)	20 Points
Total Points Phase One		<u>100 Points</u>
PHASE TWO – ORAL PRESENTATIONS		
Description		Points
H.	Optional Oral Presentation and Interview	40 Points
I.	Best and Final Offer (BAFO)	10 Points
Total Points Phase Two		<u>50 Points</u>

3.3. Best and Final Offer

- 3.3.1. Imperial County may request a Best and Final Offer (BAFO) from selected Provider(s). Request for a BAFO may take place at the end of Phase One or Phase Two of the evaluation. A BAFO allows the Provider an opportunity to supplement its original proposal. Selected Providers will be contacted in writing by Imperial County requesting the submission of Provider's BAFO. The BAFO will be in the form of an addendum to this RFP and Provider's submitted proposal.

3.4. Negotiation of Proposal

- 3.4.1. Imperial County reserves the right to conduct negotiations from the proposals received or to award an Agreement without negotiations. If such negotiations are conducted, the following conditions shall apply:

- 3.4.1.1. Negotiations will only be conducted with selected Provider(s) after the evaluation of proposals.
- 3.4.1.2. Provider's proposal may be subject to negotiation and revision. Provider may be required to submit additional data.
- 3.4.1.3. Imperial County may direct a designated consultant to conduct negotiations on its behalf.
- 3.4.1.4. Any changes agreed upon during negotiations shall become part of the Agreement.
- 3.4.2. If Imperial County is unable to come to terms with the selected Provider, discussions shall be terminated and negotiations will begin with the next highest scored Provider.

3.5. Proposal Selection

- 3.5.1. The Provider with the lowest price offer is not guaranteed award of an Agreement.
- 3.5.2. Imperial County reserves the right to adopt or use for its benefit, any concept, plan, or idea contained in Provider's proposal.
- 3.5.3. Imperial County reserves the right to review Provider's Agreements with its subcontractors to ascertain whether Provider has the necessary operational systems in place to fulfill the requirements of this RFP.
- 3.5.4. Imperial County reserves the right to request clarification from Providers during the evaluation of proposals, including the BAFO. Such clarification is intended to assist Imperial County in awarding an Agreement that is most advantageous to Imperial County.
- 3.5.5. Imperial County reserves the right, in its sole judgment, to accept the proposal which is determined by Imperial County to be the best proposal resulting from this RFP, with or without negotiation, or BAFO.
- 3.5.6. The awarded Provider shall not unduly delay negotiations or execution of an Agreement. Provider is expected to respond promptly to Imperial County's requests.
- 3.5.7. Imperial County expressly reserves the right to accept or reject any or all proposals, modifications, or alterations or waive any technicalities or provisions, with or without cause.
- 3.5.8. Imperial County reserves the right to award an Agreement to the next highest scored Provider if the awarded Provider does not furnish all items and services required in this RFP, its amendment(s) and/or addenda and negotiated Agreement.
- 3.5.9. Proposals that do not meet the requirements set forth in this RFP, its amendment(s) and/or addenda, may be considered non-compliant and may be disqualified. Imperial County may reject Provider's proposal for any of, but not be limited to, the following:
 - 3.5.9.1. Evidence of collusion with or among other Providers submitting a proposal;
 - 3.5.9.2. Inappropriate contact or discussions as outlined in [Section 2.6 - Questions or Comments](#); or,
 - 3.5.9.3. Incorrect or contradictory information and/or false statements included in Provider's proposal or other materials submitted in its response to this RFP or made during any oral presentations or negotiations.

3.6. Final Decision

- 3.6.1. Imperial County shall make the final selection of the awarded Provider. Each Provider that submitted a proposal will receive written notification of Imperial County's final decision

3.7. Protest of Award

- 3.7.1. Any objection to Imperial County's final decision will be handled according to applicable state and local procurement laws.

4. PROVIDER QUALIFICATIONS AND REFERENCES

4.1. Minimum Provider Qualifications

- 4.1.1. Proposing Providers may be a private education firm, non-profit organization or a public or private educational institution such as a college, junior college or vocational/technical school.
- 4.1.2. Provider must be able to demonstrate continuous services in a classroom setting for at least 5 years.
 - 4.1.2.1. A private education firm with at least 3 years of experience can qualify if at least two of the principals have 5 years' experience as a program provider, an education provider, or owner of an educational firm within the last seven years. Experience must be demonstrated by references provided and program results provided by Provider at the time of bid submission.
- 4.1.3. Provider expressly understands and agrees that it assumes and is solely responsible for all legal and financial responsibilities related to the execution of a subcontract. Provider agrees that utilization of a subcontractor to provide any of the products/services in this RFP and the Agreement shall in no way relieve Provider of the responsibility for providing the products/services as described and set forth herein.
 - 4.1.3.1. Provider shall disclose what instruction will be subcontracted and what work will be performed by Provider employees.
- 4.1.4. Provider must have a fully developed curriculum for an Anger Management course. Provider must be prepared to submit documentation to the Imperial County Probation Department for approval and be willing to obtain local court recognition for the submitted program.
- 4.1.5. Provider must offer an established Certified Food Handling Program. Documentation shall be submitted with its proposal.
- 4.1.6. Provider, its principal and all named subcontractors and related parties must not be debarred, suspended or otherwise excluded from doing business with the federal government.

4.2. Financial Information

- 4.2.1. Proposing Providers that are private education firms or for-profit college or vocational/technical schools shall provide the following information:
 - 4.2.1.1. Documentation that Provider is registered to do business in the State of California;
 - 4.2.1.2. Provider's current annual report and its 2 most recent Dun and Bradstreet (or similar) reports;
 - 4.2.1.3. If Provider has operated under a different name, or affiliate, in the past 3 years, provide names, dates, addresses and state where incorporated;
 - 4.2.1.4. If Provider is for sale or is considering an acquisition or merger in the next 6 months, provide information about the acquiring company or the company to be acquired and information regarding the stage of negotiations; and
 - 4.2.1.5. A synopsis of any litigation(s) within the last 5 years where Provider is a party. Include venue, style of case and status of litigation.
- 4.2.2. Non-profit organizations or public educational institutions such as a college, junior college or vocational/technical school shall provide the following information:
 - 4.2.2.1. Documentation that Provider is registered with the appropriate governing board for the State of California;
 - 4.2.2.2. Provider's current annual financial report;
 - 4.2.2.3. Provider expressly understands and agrees that it assumes and is solely responsible for all legal and financial responsibilities related to the execution of a subcontract. Provider agrees that utilization of a subcontractor to provide any of the products/services in this

RFP and the Agreement shall in no way relieve Provider of the responsibility for providing the products/services as described and set forth herein.

4.3. Accreditation

- 4.3.1. Provider shall be accredited as required by local, state and/or federal law.
- 4.3.2. Provider shall provide a copy of the appropriate credentials for each instructor to Imperial County prior to Agreement execution and continually throughout the life of the Agreement for any staff changes.
- 4.3.3. Provider shall have a tracking method to ensure that existing staff and new hires possess and maintain all permits, licenses, and professional credentials necessary to provide the educational services specified in this RFP. Provider shall include in its response specific detail relative to its tracking method to demonstrate how this requirement will be met.

4.4. Staffing Requirements

- 4.4.1. Provider's organization must have qualified, trained, and/or certified (as applicable) staff for the mandatory classes in addition to the proposed curriculum. These staff members must be dedicated to the purpose of instruction.
- 4.4.2. Provider shall list key personnel including the Provider's Program Director, the designated Program Supervisor, and primary instruction staff. Provider shall list at a minimum one instructor per each of the mandatory programs and course topics listed in [Section 6.6, Required Programs and Courses](#). Contractors or consultants must also be listed. Provider shall use the format of **Table 3 – Provider Key Personnel**, adding additional rows as necessary. Business telephone numbers and email addresses are sufficient, home contact information for staff should not be provided in the table or in resumes.

Table 3 - Provider Key Personnel

Full Name	Employee/ Contractor OR Consultant	Title/Position	Program and Course	Business Telephone Number and Email Address

- 4.4.3. Provider shall attach resumes for the persons on the list of key personnel. All resumes shall be no more than 2 pages and include the following information:
 - 4.4.3.1. Each shall contain the name, position, qualifications, relevant license numbers, certifications, years of experience, and educational background information;
 - 4.4.3.2. Work experience for no more than the last 10 years. List relevant current/recent work experience, employers, dates and duties in reverse chronological order;
 - 4.4.3.3. If awarded the contract, such documentation and verification is an ongoing requirement for all replacement staff; and
 - 4.4.3.4. Imperial County reserves the right to reject initial or replacement staff based on credentialing.
- 4.4.4. All proposed key personnel and instructor staff shall be capable of passing a background security clearance.
- 4.4.5. Security clearances are subject to revocation that will effectively terminate the key personnel and instructor staff's ability to work or enter any of the Imperial County Facilities. Once a security

clearance is revoked, it will not be reinstated. Depending on the infraction, the key personnel and instructor staff could face criminal charges. Cause for revocation includes, but is not limited to, any of the following:

- 4.4.5.1. Transporting contraband items, such as alcohol, drugs, weapons, cellphones, or personal items, including correspondence, into any of the Facilities or Facility grounds;
- 4.4.5.2. Inappropriate contact with an inmate;
- 4.4.5.3. Arriving on-site under the influence of drugs or alcohol; and
- 4.4.5.4. Key personnel and instructor staff who are charged and/or convicted of a felony or convicted of a misdemeanor will be evaluated by ICSO staff to determine suitability of permanently revoking security clearances.
- 4.4.6. All Provider staff who will work or enter any Imperial County Facility must attend Prison Rape Elimination Act (PREA) training and an 8-hour Civilian Security Course provided by Imperial County.
- 4.4.7. Provider should seek to employ some bilingual (English and Spanish) instructor staff to facilitate teaching those inmates who are not fluent in English.
- 4.4.8. Provider Program Director, Program Supervisor, key personnel and instructor staff shall work closely with Imperial County's Office Workforce Development, Office of Education, Probation Office and well as other onsite-instructors, volunteers and jail personnel.

4.5. Program Supervision

- 4.5.1. Provider shall designate a Program Supervisor with a Master's degree or Bachelor's degree in education/education administration or a related field.
- 4.5.2. The Program Supervisor shall be the main point of contact for Imperial County and work directly with Imperial County's designated education program staff or consultant.
- 4.5.3. The Program Supervisor shall have a minimum of 3 years of experience supervising educational and/or vocational training staff.
- 4.5.4. The Program Supervisor shall have experience in all facets of EBPs including assessment, participating inmate evaluation, goal setting, statistical analysis, and ongoing program evaluation and modification to ensure goals are met.
- 4.5.5. The Program Supervisor does not work at the Facilities, but must be available to Imperial County by phone or email during normal business hours, 8:00 a.m. to 5:00 p.m. daily.
- 4.5.6. The Program Supervisor is required to evaluate instruction staff at least once a year by attending and observing a class session.
- 4.5.7. The Program Supervisor shall be responsible for, but not limited to, the following items:
 - 4.5.7.1. Ensuring high-quality EBP training;
 - 4.5.7.2. Ensuring all instruction staff are in compliance with the rules and regulations and set forth by Imperial County;
 - 4.5.7.3. Ensuring instructor absences are backfilled by qualified personnel with minimal disruption to Imperial County operations;
 - 4.5.7.4. Delivering all detailed invoices, summary information and EBP statistical data in a timely manner;
 - 4.5.7.5. Maintaining data on staff accreditations; and
 - 4.5.7.6. Providing Imperial County notice within 24 hours if an instructor is prevented from entering the Facilities for any reason.

4.6. Instruction Staff

- 4.6.1. Provider shall provide qualified, certified instructors for each EBP training class implemented. Instructor's providing services under the Agreement shall:
 - 4.6.1.1. Maintain the appropriate credentials for the EBP training class they are teaching;
 - 4.6.1.2. Have the ability to successfully interact with multi-age and multi-cultural populations;

- 4.6.1.3. Provide advanced or specialized instruction to participating inmates, as needed, individually or in groups with differing skill levels;
- 4.6.1.4. Maintain a safe and supportive environment for participating inmates and encourage involvement;
- 4.6.1.5. Interact with participating inmates in a positive and professional manner;
- 4.6.1.6. Escalate all issues to Program Supervisor and/or Imperial County staff as needed;
- 4.6.1.7. Accommodate disabled participating inmates per American Disabilities Act (ADA) standards;
- 4.6.1.8. Have all necessary teaching materials and participating inmate worksheets assembled before the class start time;
- 4.6.1.9. Arrive at the Facilities at least 15 minutes before the scheduled class start time to allow for gaining access to the Facilities; and
- 4.6.1.10. Notify the Program Supervisor immediately if he/she is refused entry to the Facilities for the purpose of conducting a scheduled class.
- 4.6.2. Instructors are required to maintain class attendance records of each class. Instructors will be given access to the Course Management System to enable the instructors to regularly enter class attendance records electronically.
- 4.6.3. Provider shall explain in detail how the instructors will be able to meet the requirements identified in this **Section 4.4.5**.

4.7. Provider References

- 4.7.1. The Provider shall give a brief history of their work in the area of education, including information such as:
 - 4.7.1.1. Years of operation;
 - 4.7.1.2. Size of the organization;
 - 4.7.1.3. The number of programs the Provider worked with in a correctional setting; and
 - 4.7.1.4. Programs that Provider worked for post-incarceration populations or at-risk youth populations, if any.
- 4.7.2. Provide 3 client references for facilities where the Provider offers education services comparable to the requirements in this RFP.
 - 4.7.2.1. References provided should be currently under contract with Provider and have been operating under that contract for at least 6 months.
 - 4.7.2.2. Provide the following information for each reference: facility name, facility address, contact name, contact title, telephone number and email address, average daily population ("ADP"), number of classes offered, the number of inmates attending each class, the recidivism rate and the agreement effective date.
 - 4.7.2.3. Provider shall ensure updated references and accurate contact information is provided.
 - 4.7.2.4. References may be contacted at any time during the RFP process.
- 4.7.3. Providers who do not have 3 client references for education services offered in a correctional setting may provide references for services offered to other groups, including those offered to post-incarceration or at-risk youth populations.

5. GENERAL CONDITIONS

5.1. Invoices and Reports

- 5.1.1. Imperial County intends to work with the awarded Provider to structure a full 12-month of EBP training from the class offerings listed in **Attachment 1 – Imperial County EBP Training RFP**.
- 5.1.2. The price for the classes selected shall not exceed \$50,000.00.
- 5.1.3. Provider will invoice Imperial County for 1/12th of the annual price each month (a maximum of \$4,166.00) less any credits due Imperial County in the event classes are not completed for any reason.
- 5.1.4. Detailed invoices are due to Imperial County by the 15th of the month following the month of service.
- 5.1.5. Detailed invoices shall contain all of the following information:
 - 5.1.5.1. Month of Service
 - 5.1.5.2. Class Title(s)
 - 5.1.5.3. Instructor(s)
 - 5.1.5.4. Dates of Class Sessions
 - 5.1.5.5. Hours per Class Session
 - 5.1.5.6. Number of Inmates Enrolled
 - 5.1.5.7. Enrollment Notes
 - 5.1.5.8. Number of Inmates
 - 5.1.5.9. Attendance Notes
 - 5.1.5.10. Total Billable Hours of Instruction
 - 5.1.5.11. Cost per Hour
 - 5.1.5.12. Total Amount Due to Provider
- 5.1.6. Imperial County will remit payment within 30 days of receipt of the invoice and monthly summary progress report.
- 5.1.7. In addition to the invoice, Provider's Program Supervisor will include a monthly progress report on the classes currently in session. Information to include, but not limited to, the following items:
 - 5.1.7.1. Month of service; and
 - 5.1.7.2. Brief synopsis of the participating inmates' progression through the subject matter for each current class session (e.g. topics covered during the month, progression through the material, recurring in class issues, if any).
- 5.1.8. For classes completed during the month, the report shall include data about the number of inmates that began the class, number of inmates that completed the class, total hours of instruction per inmate attendee, and what certificate (if any) was earned by those completing the course. In addition:
 - 5.1.8.1. For completed classes the progress report should contain any observations or suggestions from the class instructor on syllabus changes for the next time that specific completed class is offered again.
 - 5.1.8.2. Imperial County reserves the right to require at the class completion that the participating inmates are afforded the opportunity to critique or comment on the class or instructor. Provider shall make these comments available to Imperial County in the month that the class is completed.
- 5.1.9. Quarterly cumulative statistical reporting on the participating inmates' progress based on EBP principles is required at the end of each 90-days and is due on the 20th day of the month after the close of the prior 90-day period. Imperial County will provide the Program Supervisor and up to 2 other designated Provider staff members access to its Jail Management System for the purposes of gathering data for reporting purposes and the calculation of recidivism rates. Provider shall also work closely with Imperial County's Probation Office, Office of Education, Workforce Division,

volunteers, and the onsite instructors for gathering data to conduct statistical analysis. The report shall be based on the success from implementation of the program to the end of the review period. This includes, but is not limited to:

- 5.1.9.1. Number of participating inmates, by gender, assessed by Imperial County of inmates eligible for inclusion into the program;
- 5.1.9.2. Number of participating inmates, by gender, accepted into the program by Provider;
- 5.1.9.3. Number of dropped participating inmates by gender and by reason for removal;
- 5.1.9.4. Completed classes:
 - 5.1.9.4.1. Class title and type of class(es);
 - 5.1.9.4.2. The number of inmates, by gender, completing the class(es);
 - 5.1.9.4.3. Statistical comparison of the number initially enrolled, to the number completing the class and comparison to the enrollment and completion goals established for the class(es).
- 5.1.9.5. Class title and type of class(es) currently in session, the average number of inmates attending each session of the class(es), compared to the number initially enrolled, and compared to the enrollment goals established for the class(es).
- 5.1.9.6. Employment figures for released inmates, by gender, who have completed one or more of the EBP classes. Include the class name(s) and type(s) for each released inmate by gender. Do not include inmate names. (Imperial County recognizes that the data for released inmates and their employment figures will be extremely limited in the first year of the Agreement).
- 5.1.9.7. Recidivism rates for released inmates who have completed one or more of the EBP classes. Include the class name(s) and type(s) for each released inmate.
- 5.1.9.8. Summary information, including but not limited to, shall be provided on the following:
 - 5.1.9.8.1. Hours of instruction completed by class title and gender;
 - 5.1.9.8.2. Hours of instruction completed by class type (i.e. workforce re-entry, behavioral/cognitive, CTE vocational);
 - 5.1.9.8.3. Hours of instruction scheduled for the next 90 days by class title and class type;
 - 5.1.9.8.4. Number of inmates enrolled in more than one class type or class;
 - 5.1.9.8.5. Average age of participating inmates by class type, class, and gender; and
 - 5.1.9.8.6. Average age of inmates completing classes, by class and gender.
- 5.1.9.9. Imperial County reserves the right to require additional breakdown and analysis of participation, completion, post-release employment, recidivism or any other program related data at any time during the Agreement.

5.2. Grant Applications/Additional Funding Sources

- 5.2.1. Imperial County requires Provider to request approval from Imperial County prior to seeking and applying for any grants or additional funding sources that are specifically related to the scope of the adult training services and programs provided in the Agreement.
- 5.2.2. Should the Provider receive state or grant funds to provide the same or similar educational services for Imperial County inmates, the Provider shall submit a refund to Imperial County's Inmate Welfare Fund or issue a credit on a future invoice. The refund shall not exceed payments made by Imperial County in conjunction with the awarded Agreement.

5.3. Assignments and Mergers/Acquisition

- 5.3.1. The services to be performed under the Agreement shall not be assigned, sublet or transferred without 30-days advance written notification to Imperial County and then only upon Provider's receipt of Imperial County's written consent.

- 5.3.2. Upon receipt of Imperial County's written consent, any such purchaser, assignee, successor, or delegate shall thereupon assume all rights and responsibilities of Provider. However, Imperial County may assign any and/or all of its rights and obligations hereunder without Provider's written consent but upon Imperial County's written notice thereof to Provider (1) to any Affiliate; (2) pursuant to any sale or transfer of all or substantially all of its business or assets; (3) pursuant to any merger, acquisition or reorganization; or (4) as part of a bona fide pledge to a third party lending institution of collateral of the assignor's rights hereunder.
- 5.3.3. If subsequent to this RFP and the execution of the Agreement, Provider merges or is acquired by another entity, the following documents must be submitted to Imperial County:
 - 5.3.3.1. Corporate resolutions prepared by the awarded Provider and the new entity ratifying acceptance of all of the Agreement and its terms, conditions and processes;
 - 5.3.3.2. New Provider's Federal Identification Number (FEIN) if applicable; and
 - 5.3.3.3. Other documentation requested by Imperial County.
- 5.3.4. Provider expressly understands and agrees that it assumes and is solely responsible for all legal and financial responsibilities related to the execution of a subcontract. Provider agrees that utilization of a subcontractor to provide any of the products/services in the Agreement shall in no way relieve Provider of the responsibility for providing the products/services as described and set forth herein.

5.4. Independent Contractor

- 5.4.1. Nothing in this RFP is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship or any other relationship allowing Imperial County to exercise control over the manner or method by which Provider or its subcontractors perform under the Agreement.

5.5. Termination/Default

- 5.5.1. In the event Provider fails to perform any terms or conditions of the Agreement, Imperial County may consider Provider in default of the Agreement and supply Provider written notice of such default. In the event said default is not remedied to the satisfaction and approval of Imperial County within 30 calendar days of receipt of such notice, Imperial County may terminate the Agreement. Upon termination, Provider shall adhere to the transition requirements as outlined in [Section 5.6. Transition](#).
- 5.5.2. Imperial County may terminate the Agreement at any time, without penalty, upon Provider's receipt of 90-days written notice. Upon termination, Provider shall follow the transition requirements outlined in [Section 5.6. Transition](#).
- 5.5.3. In the event of termination by Imperial County, Provider shall be compensated for all work performed up until the effective termination date.

5.6. Transition

- 5.6.1. In preparation for the implementation of the new Agreement, the awarded Provider will work with the outgoing provider to ensure that the classes underway can be transferred to the new Provider.
- 5.6.2. Upon expiration, termination, or cancellation of the Agreement, Provider shall accept the direction of Imperial County to ensure that the inmate training classes are smoothly transitioned. At a minimum, the following shall apply:
 - 5.6.2.1. Provider acknowledges that the training records associated with the EBP training belong to Imperial County. This includes class rosters, attendance sheets, quarterly program evaluation documentation, completed workbooks, worksheets and other teaching

materials, and any and all meeting notes in which Imperial County and the Provider both participated.

5.6.2.2. Imperial County acknowledges that any specialty vocational equipment purchased and provided for use by inmates as part of a training class is the property of the Provider.

5.7. Indemnification

- 5.7.1. Provider shall defend, indemnify, and hold Imperial County and its affiliates, agents, employees, officers, directors, and successors harmless from loss, cost, expenses, damages or liability (including reasonable attorney's fees and court costs) resulting from actions, causes of action or claims brought or threatened under the Agreement, for (a) any actual or alleged negligence or dishonesty of, or any actual or alleged act of commission or omission by, Provider or any of its employees, agents or subcontractors in providing the equipment and services hereunder, (b) the operation of Provider's firm (c) any breach by Provider of its obligations hereunder; or (d) any alleged patent, copyright or trademark infringement or unauthorized use or dissemination of Provider-developed teaching materials except where such claims, demands or liabilities are due to the sole negligence of Imperial County, its agents or employees.
- 5.7.2. Imperial County agrees to provide Provider with reasonable and timely notice of any claim, demand or cause of action made or brought against Imperial County arising out of or related to the services rendered by Provider. Provider shall have the right to defend any such claim at its sole cost and expense and with its exclusive discretion. Imperial County will promptly advise Provider of any proposed agreement to compromise or settle any claim and Provider will have 10 days to respond to such proposal.
- 5.7.3. In the event an infringement claim is made or threatened against Imperial County, or injunctive relief is granted to a claimant, Provider shall (a) obtain the right for Imperial County to continue use of the services; (b) substitute other services of like capability, or (c) replace or modify the services to render them non-infringing while retaining like capability. In the event Provider is unable to perform any of the above, Imperial County may terminate the Agreement upon 60-days written notice to Provider and Provider shall be responsible for all of Imperial County's costs and expenses of whatever nature or kind in connection therewith.
- 5.7.4. These indemnities and remedies shall survive the expiration or other termination of the Agreement

5.8. Insurance

- 5.8.1. During the period of the Agreement, Provider, at its own expense, agrees to carry and maintain the following minimum insurance policy of public liability and property damage issued by a casualty company authorized to do business in the State of California, and in a standard form approved by the Board of Insurance Commissioners of the State of California. The insurance company should have a Best Rating of no less than A. Coverage provisions should insure Imperial County and the public from any loss or damage that may arise to any person or property as a result of the services rendered by Provider.
- 5.8.2. Provider shall provide Imperial County with a 30-day advance written notice of cancellation or material changes in said insurance.
- 5.8.3. Annual renewals for the term of this policy should be submitted prior to the expiration date of any policy.
- 5.8.4. Provider shall provide Imperial County a Certificate of Insurance, on an original ACORD certificate, evidencing required coverage described below, within 10 days after receipt of notice of award. Said certificate shall show Imperial County as an additional insured and shall include a waiver of subrogation:
 - 5.8.4.1. **Automobile Liability:**
 - 5.8.4.1.1. Bodily Injury (each accident): \$1,000,000.00

- 5.8.4.2. **General Liability (Including Contractual Liability):**
 - 5.8.4.2.1. Bodily Injury or Death (per person): \$1,000,000.00
 - 5.8.4.2.2. Property Damage (per incident resulting in injury or destruction of property): \$2,000,000.00 in the aggregate
- 5.8.4.3. **Excess Liability:**
 - 5.8.4.3.1. Umbrella Form: \$1,000,000.00
- 5.8.4.4. **Worker's Compensation:** Statutory
- 5.8.5. Imperial County agrees to provide Provider with reasonable and timely notice on any claim, demand or cause of action made by or brought against Imperial County arising out of the service provided by Provider. Provider shall have the right to defend any such claim at its sole cost and expense and with its exclusive discretion.
- 5.8.6. For any person or contractor with whom Provider enters into a contract to provide the services defined in this RFP, Provider must:
 - 5.8.6.1. Provide a certificate of coverage, for all persons providing the services defined in this RFP and prior to those persons beginning work on any project, showing coverage is being provided for the duration of the Agreement. Coverage shall be based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of California Labor Code.
 - 5.8.6.2. Provide a new certificate, prior to the end of the coverage period, of coverage showing extension of coverage if the coverage period shown on Provider's current certificate of coverage ends during the duration of the project.
 - 5.8.6.3. Retain all required certificates of coverage for the duration of the Agreement and for 2-years thereafter;
 - 5.8.6.4. Notify Imperial County in writing, within 10 days after Provider knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 5.8.7. Any subcontracts for the products/services described herein shall include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by Provider and Imperial County and to ensure that Imperial County is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontractor in those matters described in the Agreement.

6. COURSE REQUIREMENTS

6.1. Program Design

- 6.1.1. Imperial County will work with the awarded Provider to further identify risks and establish program goals. Providers are to fully describe the following:
 - 6.1.1.1. Identify risks that Provider anticipates and how those risks will be mitigated; and
 - 6.1.1.2. Identify any challenges that the Provider may have in maintaining a consistent instructional staff.
- 6.1.2. Imperial County has identified specific subject areas of course-work ("course") that it considers most relevant to combatting recidivism. It is those subject areas that Provider shall address in its class ("class") offerings.
- 6.1.3. Imperial County will work with the Provider on inmate assessments to identify the inmates in custody most likely to re-offend and are candidates for the program.
- 6.1.4. Provider shall describe what assessment tools that it will use in determining an inmate's suitability for inclusion into the program.
- 6.1.5. Imperial County recognizes that some participating inmates would benefit from additional instructional or behavioral intervention to increase the likelihood of the inmate successfully completing a specific class. Provider shall describe the following:
 - 6.1.5.1. Provider's methodology in identifying participating inmates for intervention;
 - 6.1.5.2. Concrete suggestions for interventions that would be of greatest benefit; and
 - 6.1.5.3. Indicate whether it can provide the interventional instruction.
- 6.1.6. Provider shall be capable of providing the required skill training in CTE vocational classes to include but not be limited to:
 - 6.1.6.1. Job skills classes geared toward post-release employment;
 - 6.1.6.2. Job market and industry requirements shall be in line with Imperial County and the immediately surrounding geographical area;
 - 6.1.6.3. Possible multi-phased approach allowing the Provider to teach the subject in a series of short term classes (16 weeks or less) with follow-on classes to meet the goal of certification; and
 - 6.1.6.4. Consideration toward availability of post-release training courses in Imperial County to further the inmate's technical skills and increase the likelihood of permanent gainful employment.
- 6.1.7. Provider's classes shall reinforce skills learned in other Provider classes as well as those that are learned in the general education classes provided by Imperial County. Provider shall give concrete examples of its methods of skill reinforcement in and among different course types and classes.
- 6.1.8. Provider will describe in detail how inmate progress is measured from the time the inmate is accepted into a program/course/class through the inmate's post-release return to the community and employment. Imperial County will work with the awarded Provider to establish a baseline for recidivism statistics as well as assist the Provider in gleaned post-release statistics from the community.
- 6.1.9. With each cycle of classes, Imperial County requires that the awarded Provider provide feedback from the class instructor and the participating inmates. This information shall be summarized and provided to Imperial County by the Program Supervisor. Imperial County reserves the right to view any and all questionnaires completed by participating inmates.
- 6.1.10. Provider should describe how the classes offered are adaptable to ADA standards.
- 6.1.11. Provider shall be proactive in advertising upcoming courses to ensure all possible class slots are filled. Printed flyers shall be made available in inmate areas. Provider staff shall present information on upcoming classes during class sessions, especially for classes that expand on the subject matter of the current class.

6.2. Program Support

- 6.2.1. Provider shall describe the support system for the proposed program. Include descriptions of the following:
 - 6.2.1.1. Provider's process of hiring/selecting instruction staff to teach classes at the Facilities;
 - 6.2.1.2. Post-hiring training provided to the instructors to prepare them for a corrections-based teaching assignment;
 - 6.2.1.3. Availability of specialized staff to provide inmate assessment; and
 - 6.2.1.4. Availability of support for data analysis and reporting required by this RFP.
- 6.2.2. Providers should provide an organizational chart and describe the relationships among the various titled positions.

6.3. Locations

- 6.3.1. All classes will be held at Imperial County Facilities.
- 6.3.2. Imperial County shall provide the physical space for the classes to be taught. The RADF has 2 spaces that are approximately 714 square feet each and each include a storage room of approximately 84 square feet that can be used to store classroom and training materials between class sessions. The HHCC has 1 multipurpose room with limited space.
- 6.3.3. Seating and desks are provided by Imperial County.
- 6.3.4. Imperial County shall provide custodial services, repair, and maintenance services to the Facilities and utilities in the physical spaces provided for classes.
- 6.3.5. Imperial County will work with the Provider to ensure that instructors are able to enter the Facilities in a timely manner so that they can conduct a scheduled class. The same consideration shall be given to allowing the Program Supervisor access to the Facilities for instructor observation or meeting with Imperial County's designated contact as needed.
 - 6.3.5.1. Imperial County staff will maintain records of instructor entry and/or denial of entry for each day in which classes are taught for the purpose of auditing invoices.

6.4. Materials

- 6.4.1. At no cost to Imperial County, Provider is to supply all materials for each class suitable for use by inmates in a correctional setting and scoped to the learning level and goals of the class offered. At a minimum, Provider shall provide the following items:
 - 6.4.1.1. Handouts and/or worksheets;
 - 6.4.1.2. Textbooks;
 - 6.4.1.3. Instructor training materials such as videos;
 - 6.4.1.4. Imperial County has a limited number (8) of laptops available for use in basic computer training classes. Additional computers (non-networked, no wireless access) if needed, shall be supplied by the Provider; and
 - 6.4.1.5. Vocational equipment required for hands-on training classes.
- 6.4.2. Materials shall not contain any of the following:
 - 6.4.2.1. Construction, formulation, utilization, or application of weapons, explosives, poisons, alcohol, or other substances that could cause physical harm, aid an escape, or cause or contribute to institutional disturbances;
 - 6.4.2.2. Have sharp edges or metal spiral binding; or
 - 6.4.2.3. Anything that can be considered obscene as defined by Title 15 Article 4 Section 3135.
- 6.4.3. Imperial County reserves the right to refuse any item into the Facilities if Imperial County staff determines such item poses a security risk.
- 6.4.4. Provider shall include sample training materials, workbook pages, worksheet pages, photos or images of vocational equipment and a sample lesson plan for classes offered in **Attachment 1** –

Imperial County EBP Training RFP #17-0005. Materials shall be included as indicated in [Section 2.3 - Specific Format Requirements.](#)

- 6.4.4.1. Sample training materials should be identified with a program, course type, and class offered; and
- 6.4.4.2. Provider should note the class title/name on each materials document.

6.5. Implementation Plan

- 6.5.1. The Provider shall develop and submit a sample implementation plan which shall include the following:
 - 6.5.1.1. Project initiation activities;
 - 6.5.1.2. Assessment and selection for participating inmates;
 - 6.5.1.3. Proposed class schedule and class dates; and
 - 6.5.1.4. Established milestones and planned reviews.
- 6.5.2. The awarded Provider shall develop and submit a final implementation plan with Imperial County's selected classes and an exact timeline for class schedules, class sequences, and class dates. The implementation plan is due prior to the first class session. The implementation plan/class schedule shall be updated as necessary over the course of the Agreement to reflect modifications made to better meet program goals.

6.6. Required Programs and Courses

- 6.6.1. The Provider shall develop, offer, facilitate, and deliver behavioral, cognitive, workforce re-entry and CTE vocational programs to inmates in custody.
- 6.6.2. Imperial County has identified a core list of program and course types that are required under this RFP. The program and course types that are required are:
 - 6.6.2.1. **Behavioral /Cognitive Programs**
 - 6.6.2.1.1. Parenting
 - 6.6.2.1.2. Anger Management
 - 6.6.2.1.3. Self-esteem
 - 6.6.2.2. **Adult Workforce Re-entry Programs**
 - 6.6.2.2.1. Basic Computer Skills (Basic Use, Non-Internet Skills)
 - 6.6.2.2.2. Social Skills
 - 6.6.2.2.3. Housing and Community Reintegration Preparation
 - 6.6.2.3. **Short-term CTE Programs** - Short-term CTE courses must provide certification or steps to certifications that are accepted by the State of California and the local trades in and around Imperial County.
 - 6.6.2.3.1. Safe Food Handling
 - 6.6.2.3.2. Welding
 - 6.6.2.3.3. Small Engine Repair (offering dependent upon equipment needed)
- 6.6.3. All classes offered by the Provider shall be appropriate for inclusion in an EBP based curriculum.
- 6.6.4. Using **Attachment 1 – Imperial County EBP Training RFP #17-0005, Sections B, C, and D.** Provider shall fully explain a minimum of 3 classes it has available for the each of the required program/course types, this includes the following information:
 - 6.6.4.1. Class title (name of class);
 - 6.6.4.2. The minimum education, training and years of experience that the instructor must have to teach the class;
 - 6.6.4.3. Designated instructor;
 - 6.6.4.4. Brief description of the class goals, teaching method, information content and prerequisites if any;
 - 6.6.4.5. Materials provided and used during class hours;
 - 6.6.4.6. Number of days per week the class will be offered;

- 6.6.4.7. Length of class session (hours);
- 6.6.4.8. Length of class (total in hours);
- 6.6.4.9. Completion document or Certification;
- 6.6.4.10. The cost per hour of Instruction inclusive of all charges, including instructor, materials and overhead, program supervision and reporting expenses and
- 6.6.4.11. The total (extended) cost for the class.
- 6.6.5. Imperial County reserves the right to select one, all or none of the Provider's class offerings under a specific program and course.
- 6.6.6. Imperial County reserves the right to request modifications to a class. Provider will work with Imperial County to make the requested changes in a timely manner.

6.7. Additional Courses

- 6.7.1. Imperial County has identified an additional number of course types that it is interested in providing as part of the EBP training program. Using **Attachment 1 – Imperial County EBP Training RFP #17-0005, Sections E, F, and G** the Provider is encouraged to provide the available class titles and information on the following Programs and course types. All classes offered by the Provider should be appropriate for inclusion in EBP based training.
 - 6.7.1.1. **Behavioral/Cognitive Programs**
 - 6.7.1.1.1. Conflict Resolution
 - 6.7.1.1.2. Life Skills
 - 6.7.1.2. **Adult Workforce Re-entry**
 - 6.7.1.2.1. Financial Literacy/Management
 - 6.7.1.2.2. Health Education
 - 6.7.1.3. **Short-term CTE Programs.** Short-term CTE programs must provide certification or steps to certifications that are accepted by the State of California and the local trades in and around Imperial County.
 - 6.7.1.3.1. Construction
- 6.7.2. Providers are encouraged to add any additional class information on other Behavioral/Cognitive Programs, Adult Workforce Re-entry Programs or Short-term CTE Programs that the Provider has available.