



CITY OF DULUTH

REQUEST FOR PROPOSALS FOR

OLDER WORKER DIGITAL LITERACY TRAINING

RFP NUMBER 22-0346

Issued May 4, 2022

PROPOSALS DUE Tuesday, May 17, 2022 at 4:00 pm

SUBMIT TO

CITY OF DULUTH

ATTN: PURCHASING DIVISION

CITY HALL, ROOM 120

411 WEST 1ST STREET

DULUTH, MN 55802

Introduction

Duluth Workforce Development is seeking proposals from qualified organizations to provide digital literacy computer skills training to low-income older workers age 55 and older. A total of \$40,000 is available for professional services contracts with one or more local entities or consultants to provide programming through December 31, 2024.

Eligible Applicants

Applicants may be qualified businesses, government entities, or 501c3 non-profit organizations, and must serve low-income older workers residing in Duluth. If selected, applicants will be required to submit an approved COVID safety plan and have an active SAM.gov registration with no exclusions.

Program Components

The primary intent of this funding is to offer low-income older workers the opportunity to learn digital literacy computer skills through training and hands-on skill building opportunities. A total of \$40,000 in funds is available to support enrollment of at least 20 eligible participants. Funds must be expended by December 31, 2024.

Low-income individuals age 55 and older were disproportionately impacted by the COVID-19 pandemic. Through this project, the vendor organization will provide computer skills training to participants in Duluth Workforce Development's Senior Community Service Employment Program (SCSEP). These low-income individuals often lack the computer skills needed to obtain employment and access to needed medical and social supports. Through this digital literacy training, participants will gain the skills and support they need in an individualized training program.

As part of the proposed program, participants must be enrolled with Senior Community Service Employment Program (SCSEP). SCSEP offers paid part-time work experience training, Train-At-Home training opportunities, work-based skills training, career navigation services, and the opportunity to work one-on-one with employment counselors to assess skills and interest, set employment and training goals, and address barriers that might get in the way of achieving goals. Enrolled older workers may be paid an hourly wage of at least \$10.33 tied to digital literacy training activities. Wages will be paid by the City of Duluth to participants directly. Proper documentation, such as a timesheet or other form of verification with trainer's signature, will be required before payment to participants can be issued.

Benefits of enrolling in SCSEP:

- Work-based Training: SCSEP offers paid part-time work experience opportunities at local non-profit and government organizations where participants increase skills and build self-confidence while earning an income.
- Career Navigation: participants search for jobs, develop a resume, practice for interviews, and troubleshoot issues that may come up in the work place. Currently, SCSEP services are delivered virtually.
- Classroom Training: training in classrooms, workshops, seminars, online classes, etc. to gain skills to be successful on a job

SCSEP Eligibility

Basic eligibility criteria for all SCSEP participants served under this grant:

- Age 55 or older at time of enrollment
- Unemployed
- Low-income (see Table 1: SCSEP Income Eligibility Guidelines)
- Resides in southern St. Louis County

SCSEP Enrollment

Participant enrollment in SCSEP must be completed prior to providing any services funded under this grant. Older workers currently enrolled with SCSEP are eligible to be included as participants under this proposal.

In order to enroll in SCSEP, participants must submit:

- Documentation of:
 - Age
 - Household family income for the prior six months
 - Household family size
 - Residence
 - Social security number (for payroll purposes)
- SCSEP application
- Initial Assessment packet, and
- Complete SCSEP orientation.

Proposal Format

Interested applicants should submit a proposal narrative that is no more than 10 pages, double-spaced with 12-point font, which outlines the following:

1. Relevant experience
 - a. Experience providing remote and in-person digital literacy training services to workers ages 55 and older
2. Outline of proposed program, including:
 - a. Anticipated number of older workers to be served
 - b. Training benchmarks
 - c. Program components, and estimated number of hours for each
3. Budget narrative detailing cost categories
 - a. Only staff providing direct services to SCSEP participants should be listed under staff costs. Staff hourly rate should include staff wages and benefits, as well as any administrative/overhead costs.
 - b. Grant funds may not be used to pay for food, entertainment, or other disallowed costs as stated in Older Americans Act policies /cost principles.

Applicants should also complete both the Budget Summary and Monthly Expenditures tabs on the Budget Worksheet attached to this RFP as Appendix D.

Questions regarding this RFP should be submitted to Carol Turner cturner@duluthmn.gov. Answers to the questions will be issued as an addendum.

Addenda

If the City deems it necessary to revise any part of this RFP before the proposal response date, the City will post an addendum to its website at <https://www.duluthmn.gov/purchasing/bids-request-for-proposals/>. Although an email notification will be sent to those registered to receive them, it is the Bidder's responsibility to periodically check the website for any new information. The City reserves the right to reject or deduct evaluation points for failure to acknowledge addenda.

Evaluation Criteria

Proposals will be evaluated on the following criteria, for a total of up to 100 points:

- Anticipated number of participants to be trained (up to 30 points)
- Cost per participant (up to 10 points)
- Strength of the training to be provided (up to 50 points)
- Potential for ongoing partnership (up to 10 points)

Proposal Submission

To be considered, hard copies of proposals must arrive at the City on or before 4:00 pm on Tuesday, May 17, 2022. The City will not accept proposals via email or facsimile transmission. The City reserves the right to reject or deduct evaluation points for late proposals.

Proposals must be signed by an authorized official. If the official signs the Proposal Cover Sheet attached as Appendix A, this requirement will be met. Proposals must remain valid for 30 days or until a contract is fully executed.

Please submit one (1) unbound paper copy of the Technical Submittal and one (1) paper copy of the Cost Submittal. The Cost Submittal should be in a separate sealed envelope.

All materials submitted in response to this RFP will become property of the City and will become public record after the evaluation process is completed and an award decision made.

Contract Notes

Once selected, Consultants will enter into an Agreement for Professional Services with the City of Duluth, a sample of which is available at <https://duluthmn.gov/purchasing/forms/>.

1. Insurance. Selected Consultants are required to provide a certificate of insurance evidencing the coverage identified in Appendix B. If the successful Bidder is a non-profit organization, statutory limitations are applicable.
2. Federal Funding. This project is funded in whole or in part by funds from the American Rescue Plan Act. The selected Consultants must have an active SAM.gov registration with no exclusions. Federal supplemental provisions included in Appendix C shall apply.

Mandatory Disclosures

By submitting a proposal, each Bidder understands, represents, and acknowledges that:

1. Their proposal has been developed by the Bidder independently and has been submitted without collusion with and without agreement, understanding, or planned common course of action with any other vendor or suppliers of materials, supplies, equipment, or services described in the Request for Proposals, designed to limit independent bidding or competition, and that the contents of the proposal have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder.
2. There is no conflict of interest. A conflict of interest exists if a Bidder has any interest that would actually conflict, or has the appearance of conflicting, in any manner or degree with the performance of work on the project. If there are potential conflicts, identify the municipalities, developers, and other public or private entities with whom your company is currently, or have been, employed and which may be affected.
3. It is not currently under suspension or debarment by the State of Minnesota, any other state or the federal government.
4. The company is either organized under Minnesota law or has a Certificate of Authority from the Minnesota Secretary of State to do business in Minnesota, in accordance with the requirements in M.S. 303.03.

The City reserves the right, in its sole and complete discretion, to reject any and all proposals or cancel the request for proposals, at any time prior to the time a contract is fully executed, when it is in its best interests. The City is not liable for any costs the Bidder incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

Small Diverse Business Information

The City encourages participation by minority, women, and veteran-owned businesses as prime contractors, and encourages all prime contractors to make a significant commitment to use minority, women, veteran-owned and other disadvantaged business entities as subcontractors and suppliers. A list of certified Disadvantaged Business Enterprises is maintained by the Minnesota Unified Certification Program at <http://mnucp.metc.state.mn.us/>

Table 1: SCSEP Income Eligibility Guidelines

Family Size	125% of Poverty Level (as of Jan. 2022)
1	\$16,988
2	\$22,888

3	\$28,788
4	\$34,688
5	\$40,588
6	\$46,488
7	\$52,388
8	\$58,288
For families of more than eight, add \$5,900 for each additional member.	

Appendices

Appendix A – Proposal Cover Sheet
 Appendix B – Insurance Requirements
 Appendix C – Federal Supplementary Provisions
 Appendix D – Budget Worksheet

APPENDIX A - PROPOSAL COVER SHEET

CITY OF DULUTH

RFP# 22-0346

Older Worker Digital Literacy Training

Bidder Information:	
Bidder Name	
Mailing Address	
Contact Person	
Contact Person's Phone Number	
Contact Person's E-Mail Address	
Federal ID Number	
Authorized Signature	
Name & Title of Authorized Signer	
Email of Authorized Signer	

APPENDIX B – INSURANCE REQUIREMENTS

CITY OF DULUTH

RFP# 22-0346

Older Worker Digital Literacy Training

City of Duluth Indemnification & Insurance Requirements

INDEMNIFICATION CLAUSE

To the extent allowed by law, Consultant shall defend, indemnify and hold City and its employees, officers, and agents harmless from and against any and all cost or expenses, claims or liabilities, including but not limited to, reasonable attorneys' fees and expenses in connection with any claims resulting from the Consultant's a) breach of this agreement or b) its negligence or misconduct or that of its agents or contractors in performing the Services hereunder or c) any claims arising in connection with Consultant's employees or contractors, or d) the use of any materials supplied by the Consultant to the City unless such material was modified by City and such modification is the cause of such claim. This Section shall survive the termination of this Agreement for any reason.

INSURANCE

- a. Contractor shall provide the following minimum amounts of insurance from insurance companies authorized to do business in the state of Minnesota, which insurance shall indemnify Contractor and City from all liability described in the paragraph above, subject to provisions of subparagraph below.
 - (1) Worker's compensation in accordance with the laws of the state of Minnesota.
 - (2) Public Liability and Automobile Liability Insurance with limits not less than **\$1,500,000** Single Limit, and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance; shall be in a company approved by the city of Duluth; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability.
 - (3) City of Duluth shall be named as **Additional Insured** under the Public Liability, Excess/Umbrella Liability* and Automobile Liability, or as an alternate, Contractor may provide Owners-Contractors Protective policy, naming itself and the City of Duluth. Contractor shall also provide evidence of Statutory Minnesota Worker's Compensation Insurance. Contractor to provide Certificate of Insurance evidencing such coverage with 30-days' notice of cancellation, non-renewal or material change provisions included. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the Contractor's interests and liabilities.
 - (4) *An umbrella policy with a "following form" provision is acceptable if written verification is provided that the underlying policy names the City of Duluth as an additional insured.*
 - (4) If a certificate of insurance is provided, the form of the certificate shall contain an unconditional requirement that the insurer notify the City without fail not less than 30 days' prior to any cancellation, non-renewal or modification of the policy or coverages evidenced by said certificate and shall further provide that failure to give such notice to City will render any such change or changes in said policy or coverages ineffective as against the City.
- b. The insurance required herein shall be maintained in full force and effect during the life of this Agreement and shall protect Contractor, its employees, agents and representatives from claims and damages including but not limited to personal injury and death and any act or failure to act by Contractor, its employees, agents and representatives in the negligent performance of work covered by this Agreement.
- c. Certificates showing that Contractor is carrying the above described insurance in the specified amounts shall be furnished to the City prior to the execution of this Contract and a certificate showing continued maintenance of such insurance shall be on file with the City during the term of this Contract.
- d. The City shall be named as an additional insured on each liability policy other than the workers' compensation policies of the Contractor.
- e. The certificates shall provide that the policies shall not be changed or canceled during the life of this Contract without at least 30 days advanced notice being given to the City.

- f. Contractor shall be required to provide insurance meeting the requirements of this Paragraph unless Contractor successfully demonstrates to the satisfaction of the City Attorney, in the exercise of his or her discretion, that such insurance is not reasonably available in the market. If Contractor demonstrates to the satisfaction of the City Attorney that such insurance is not reasonably available, the City attorney may approve an alternative form of insurance which is reasonably available in the market which he or she deems to provide the highest level of insurance protection to the City which is reasonably available.

PRE-2004 CG 2010

- A. **Section II - Who Is an Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

NOTICE OF CANCELLATIONS ENDORSEMENT

IL-7002 (10-90)

All Coverage Parts included in this policy are subject to the following condition: If we cancel this policy for any reason other than non-payment of premium, we will mail advance notice to the person(s) or organization(s) as shown in the Schedule.

Schedule	
Person or Organization (Name and Address)	Advance Notice (Days)
City of Duluth Purchasing Division Room 120 City Hall 411 West First Street Duluth MN 55802	30

APPENDIX C – SUPPLEMENTARY PROVISIONS

CITY OF DULUTH

RFP# 22-0346

Older Worker Digital Literacy Training

City of Duluth
Supplementary Provisions – State & Federal Funding
22-0346 RFP for Older Worker Digital Literacy Training

1. Disbursements

- a. No money under this Contract shall be disbursed by the City to any Contractor unless the Contractor is in compliance with the Federal Agency requirements with regard to accounting and fiscal matters to the extent they are applicable.
- b. Unearned payments under this Contract may be suspended or terminated upon the Contractor's refusal to accept any additional conditions that may be imposed by the Federal Agency at any time; or if the grant, if applicable, to the City under which this Contract is made is suspended or terminated.

2. Subcontracting Requirements

- a. The Contractor shall include in any subcontract the clauses set forth in these City of Duluth Supplementary Provisions in their entirety and shall also include a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.
- b. The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the City's prior written approval of the subcontractors. The City will not approve any subcontractor for work covered by this Contract who is at the time ineligible under the provisions of any applicable regulations issued by a Federal Agency or the Secretary of Labor, United States Department of Labor, to receive an award of such subcontract.

3. Breach of Contract

The City may, subject to the Force Majeure provisions below and in addition to its other rights under the Contract, declare the Contractor in breach of the Contract by written notice thereof to the Contractor, and terminate the Contract in whole or in part, in accordance with Section 4, Termination, for reasons including but not limited to any of the following:

- a. Failure to begin the Work within the time specified in the Contract;
- b. Failure to perform the Work with sufficient labor, equipment, or material to insure the completion of the specified Work in accordance with the Contract terms;
- c. Unsatisfactory performance of the Work;
- d. Failure or refusal to remove material, or remove and replace any Work rejected as defective or unsatisfactory;
- e. Discontinuance of the Work without approval;
- f. Failure to resume the Work, which has been discontinued, within a reasonable time after notice to do so;
- g. Insolvency or bankruptcy;
- h. Failure to protect, to repair, or to make good any damage or injury to property;
- i. Breach of any provision of the Contract;
- j. Misrepresentations made in the Contractor's bid/proposal; or
- k. Failure to comply with applicable industry standards, customs, and practice.

4. Termination

If the Contractor is in breach of the Contract, the City, by written notice to the Contractor, may terminate the Contractor's right to proceed with the Work. Upon such termination, the City may take over the Work and prosecute the same to completion, by contract or otherwise, and the Contractor and its sureties shall be liable to the City for any additional cost incurred by the City in its completion of the Work and they shall also be liable to the City for liquidated damages for any delay in the completion of the Work as provided below. If the Contractor's right to proceed is terminated, the City may take possession of and utilize in completing the Work such materials, tools, equipment, and plant as may be on the site of the Work and necessary therefore.

City shall have the right to terminate this contract immediately without other cause in the event that all or a portion of the funds that the City intends to use to fund its obligations under the contract have their source with the State or Federal government or any agency thereof and said source reduces or eliminates their obligation to provide some or all of the funds previously committed by it to fund City's payment obligations under the Contract. The City

agrees that termination hereunder will not relieve the City of its obligation to pay Contractor for Work satisfactorily performed and reasonable costs incurred prior to the effective date.

Notwithstanding anything herein to the contrary, the City may terminate this Contract at any time upon written notice given by the City (for any reason, including the convenience of the City) to the Contractor at least thirty (30) days prior to the effective date of the termination of this Contract. The City agrees that termination hereunder will not relieve the City of its obligation to pay Contractor for Work satisfactorily performed and reasonable costs incurred prior to the effective date of the termination provided that Contractor has not committed a breach of this Contract. Nothing contained in this section shall prevent either party from pursuing or collecting any damages to which it may be entitled by law.

5. Force Majeure.

The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the Work due to any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency; any acts of the City; causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in their performance of some other contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; nor to any delay of any Subcontractor occasioned by any of the causes specified above. The Contractor shall promptly notify the City in writing within ten (10) days of the delay. Upon receipt of such notification, the City shall ascertain the facts and the cause of the delay. If, upon the basis of facts and the terms of the Contract, the delay is properly excusable, the City shall extend the time for completing the Work for a period of time commensurate with the period of excusable delay.

6. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

Per 2 CFR 200.321, prime contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms (collectively referred to as socioeconomic firms) are used when possible. The affirmative steps must include:

- a. Placing qualified socioeconomic firms on solicitation lists;
- b. Assuring that socioeconomic firms are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by socioeconomic firms;
- d. Establishing delivery schedules, where the requirements permit, which encourage participation by socioeconomic firms; and
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

7. Suspension and Debarment.

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. A contract award must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM.gov), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 19898 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

8. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors must certify that that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352.

9. Procurement of Recovered Materials

In the performance of this contract, the Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. This shall include making maximum use of products containing recovered materials as designated by the Environmental Protection Agency (EPA) unless (i) the materials cannot be acquired competitively and within the timeframe required by the contract performance schedule; (ii) the materials designated by the EPA do not meet contract performance requirements; or (iii) the materials cannot be acquired for a reasonable price. Information about this requirement, along with the list of EPA- designated items, is available at the EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program> .

10. Telecommunications and Video Surveillance Services or Equipment

In the performance of this contract, Contractor/Supplier shall comply with Public Law 115-232, Section 889, which prohibits the procurement or use of covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, use of video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) is prohibited.

In addition, telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country is prohibited.

11. Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, Contractor shall, to the greatest extent practicable under a Federal award, supply and/or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Contractors shall include the preceding language in all subcontracts.

APPENDIX D – BUDGET WORKSHEET

CITY OF DULUTH

RFP# 22-0346

Older Worker Digital Literacy Training

Appendix D, the Budget Worksheet, is a separate, protected Excel file with two worksheet pages; one entitled Budget Summary and one entitled Monthly Expenditures. Data entry is limited to only the white cells on each worksheet. Bidders must complete both worksheets.