



LOWER SHORE WORKFORCE ALLIANCE DIVISION
31901 TRI-COUNTY WAY
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WWW.LSWA.ORG

Request for Proposal

Program Year 2018

Maryland Workforce Association
Professional Development Training

Number: MWA2018-2000

Sealed proposal, plainly marked as such will be received at:

Tri-County Council for the Lower Eastern Shore of MD

Attention: Procurement Officer

31901 Tri County Way, Ste. 201

Salisbury, Maryland 21804

On or before **April 16, 2018** at **12:00 PM**, after this time bid/proposals
will no longer be accepted for:

Funded by the Workforce Innovation and Opportunity Act through the
Tri-County Council for the Lower Eastern Shore of Maryland on behalf of
Maryland Workforce Association

It is the policy of Tri-County Council not to discriminate on the basis of age,
gender, race, color, religion, national origin, marital status, sexual orientation,
genetic information or disability in the admission and treatment of participants,
access to educational programs and activities, and terms and conditions of
employment.



Serving Somerset, Wicomico and Worcester Counties



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SECTION A

GENERAL INFORMATION

Background

The Maryland Workforce Association is made up of the twelve Local Workforce Directors in Maryland. The association collaborates with the Maryland Department of Labor, Licensing, and Regulation and other state workforce partners to foster regional and statewide collaboration and share best practices.

The Maryland Workforce Association advocates for and promotes the public workforce system on a local, state, and national level. The advocacy includes building relationships with elected officials at all levels, outreach to businesses within the State, and building partnerships with other agencies and organizations to strengthen the system.

Purpose

Tri-County Council of the Lower Eastern Shore of Maryland utilizes the Request for Proposals (RFP), a competitive bid process, to select service providers. The purpose of this RFP is to provide potential service providers with the information needed to develop and submit proposals to provide Professional Development and Training of Local and State Business Facing Staff.

General Conditions

Respondents are advised of the following conditions set forth by Tri-County Council and Maryland Workforce Association (TCC/MWA):

- TCC/MWA does not pay for any costs incurred in the preparation of proposals in response to this RFP.
- This RFP does not constitute a commitment for funding. Respondents selected as a result of the RFP process must participate in contract negotiations with TCC/MWA.
- TCC/MWA reserves the right to reject or accept proposals, negotiate with qualified sources, cancel, reject, alter, modify or amend this RFP in part or in its entirety if it is in the best interest of TCC/MWA.
- Agencies selected to contract for Professional Development training may be required to submit programmatic, financial or other revisions of their proposal, which may have resulted from negotiations prior to an agreement to contract.
- The decisions of TCC/MWA regarding the rating and selection of proposals for funding are final.

SOLICITATION

Minimum Bidder Qualifications

- Organizations must have been in business conducting Professional Development Training for more than 5 years.
- Ability and willingness to travel to 3 strategic locations around the State in one week in the month of June. Specific locations will be negotiated during the contract negotiation period.

Program Design

TCC/MWA is soliciting proposals for Professional Development and Training of Local and State Business facing staff. Programs should be designed as a business engagement boot camp style training teaching the following core competencies: [Innovative Course Design 35 pts] [Core components 10pts]

- Maximize business engagement (transactional vs transformational relationships).
- Align services and programs to appropriate business cycle to build credibility.
- Expand portfolio of services (benefits of working collaboratively with regional partners).
- Leverage standardized engagement processes (e.g. referrals, needs assessments, metrics scorecard).
- Scheduling consultative site visits.
- Apply elevator speeches well beyond the typical 30 second ones.
- Develop a communication platform that stresses a “call-to-action”.
- Strategically articulate value proposition that benefits employers when seeking their participation.
- How to turn around a previously unhappy customer.
- Successfully interact with public and private partners.

Program Requirements

- Presentation format to be a 1 day (8 hours) Boot Camp type format (3 in one week) to accommodate up to 35 people per day (30 minimum) live and in person. [10 pts]
- Train the Trainers component for continued engagement and on-boarding of new Business Facing Staff. [10 pts]
- On-going support for participants such as access to a "tool box" for standardized processes and templates, refresher courses, etc. [15 pts]
- Accredited Certification upon completion. [10 pts]
- CEU's for participation in the course. [10 pts]

SECTION B

PROPOSAL PREPARATION & SUBMISSION

Timeline

Professional Development and Training RFP	
March 15, 2018	Release of RFP
April 1, 2018	Deadline to submit questions via website
April 5, 2018	Responses to submitted questions posted on the website
April 16, 2018	Proposal deadline 12 pm
April 25, 2018	Notification of Award
May 5, 2018	Contract signed with selected vendor
June 1, 2018	Training begins

Interested bidders are strictly prohibited from contacting members and staff of Tri-County Council, or members and staff of Maryland Workforce Association, regarding this RFP.

Questions

To ensure a fair competitive process, all questions related to this RFP must be submitted electronically to procurement@tcclesmd.org. Written questions will be accepted through 4:00 pm on April 1, 2018. Written responses to questions will be posted on the TCC website @ www.lowershore.org no later than 4:00 pm April 5, 2018. It is the respondent's responsibility to check the website on a regular basis for updates.

Format

Responding organizations should ensure that proposals are prepared in compliance with the following requirements:

A response is required for each section of the proposal unless otherwise noted. Please follow the proposal guidelines using the headings noted for each section.

Proposals should be prepared in a professional manner, providing a complete and detailed description of the proposed program. Emphasis should be placed on clarity of content and completeness.

Proposals should be prepared in Microsoft Word, 12-point font and double-spaced one side only, not bound, and with pages numbered.

All attachments identified in the RFP must be included. Ensure that other attachments referenced in your response are also submitted with the proposal in the following order.

Required sections include:

- Project Narrative
- Budget Summary
- Letters of Support
- Conflict of Interest Disclosure (Attachment A)

Proposals that do not provide adequate responses to all sections of the RFP may be disqualified from the review and selection process.

Send one original, and one electronic copy

The original proposal must be signed by the agency official authorized to submit the proposal and enter into contract negotiations for the organization.

Proposal(s) must be submitted to:

Tri-County Council – Attention: Procurement Officer
31901 Tri-County Way, Suite 201
Salisbury, Maryland 21804
procurement@tcclesmd.org

Deadline

In order to be considered **proposals MUST be received in office by April 16, 2018 no later than 12 pm at the above address.** Proposals received after this deadline will not be considered.

PROPOSAL EVALUATION

Proposal Review

All proposals will be reviewed and rated by the staff of the TCC/MWA. TCC/MWA reserves the right to accept other than lowest cost proposals and to reject any or all proposals or parts thereof.

Service providers not selected for contract negotiations shall be notified in writing no later than April 30, 2018.

Proposal Requirements and Evaluation

Each Program Requirement has been assigned a point value that represents the maximum score that can be achieved for each requirement. The maximum point value for this RFP is 100 points. Proposals will be evaluated, assessed and rated based on criteria listed on the Evaluation Form which can be found on page 9:

CONTRACTING DETAILS

Contract Negotiations

Vendors who submit selected proposals will be required to participate in formal contract negotiations. The award of any contract or agreement shall be contingent upon the satisfactory completion of contract negotiation.

Contract Term

Generally, the term of the contract will be for one month beginning June 1, 2018, and ending on June 30, 2018, but TCC/MWA reserves the right to modify the contract term. Agreements are subject to extension, renewal and/or termination throughout the duration of the Agreement.

Additionally, in the event that service provider performance is found to be unacceptable, TCC/MWA may choose not to continue funding the vendor for the follow up period and reserves the right to grant the follow up funding to another contractor to complete.

Contract Extensions

TCC/MWA reserves the right to negotiate a 2 year extension to contracts funded through this Request for Proposal. The minimum criteria for extension will be satisfactory performance for the review period. TCC/MWA reserves the right, at its sole discretion, to specify the review period.

Governing Law

The laws of the State of Maryland, and where applicable, federal law and regulation, will govern the contract awarded pursuant to this RFP.

Termination

Termination for Convenience (General Provision) The Tri-County Council may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Tri-County Council to be paid. If the Contractor has any property in its possession belonging to the Tri-County Council, the Contractor will account for the same, and dispose of it in the manner the Tri-County Council directs.

Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Tri-County Council may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Tri-County Council that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Tri-County Council, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure (General Provision) The Tri-County Council in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to the Tri-County Council's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from the Tri-County Council setting forth the nature of said breach or default, the Tri-County Council shall have the right to terminate the Contract without any

further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the Tri-County Council from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach In the event that the Tri-County Council elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the Tri-County Council shall not limit the Tri-County Council's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

Termination for Convenience (Professional or Transit Service Contracts) The Tri-County Council, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Tri-County council shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

No Obligation by the Federal Government

The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government and/or the State of Maryland in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government and/or the State of Maryland, the Federal Government and/or the State of Maryland is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by Federal Transportation Administration(FTA). It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions

Conflict of Interest Information

- 1) Each solicitation that will result in the selection of a Contractor who will assist a unit in the formation, evaluation, selection, award, or execution of a Tri-County Council for the Lower Eastern Shore of Maryland (herein after listed as Tri-County Council) contract shall provide notice of the requirement of this regulation.
- 2) "Conflict of interest" means that, because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Tri-County Council, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- 3) "Person" has the meaning stated in COMAR 21.01.02.01 and includes a bidder, offer or, contractor, consultant or subcontractor or sub consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made. <http://www.dsd.state.md.us/comar/getfile.aspx?file=21.01.02.01.htm>
- 4) If the Executive Director makes a determination prior to award that facts or circumstances exist giving rise or which could in the future give rise to a conflict of interest, the Executive Director may reject a bid or offer under COMAR 21.06.02.03B. <http://www.dsd.state.md.us/COMAR/getfile.aspx?file=21.05.08.08.htm>

- 5) After award the Tri-County Council may terminate the contract, in whole or in part, if it deems such termination necessary to avoid an actual or potential conflict of interest. If the Contractor knew or reasonably could have been expected to know of an actual or potential conflict of interest prior to or after award and did not disclose it or misrepresented relevant information to the Administrative Office, the Executive Director may terminate the contract for default, institute proceedings to debar the Contractor from further Tri-County Council contracts, or pursue such other remedies as may be permitted by law or the contract.
- 6) A conflict of interest may be waived if the Executive Director, with approval of the Executive Board or designee, determines that waiver is in the best interest of the Tri-County Council. The determination shall state the reasons for the waiver and any controls that avoid, mitigate, or neutralize the conflict of interest.
- 7) Each bidder or offer or responding to a solicitation that will result in the selection of a contractor who will assist a unit in the formation, evaluation, selection, award, or execution of another Tri-County Council contract shall provide the affidavit and disclosures set forth in Subsection (8) of this regulation to the Administrative Office with the bid or offer and such other times as may be required by the Executive Director.
- 8) The affidavit and disclosure required by Subsection (7) of this regulation shall be in substantially the same form as given at the end of this attachment.

Procurement and Bid Protest Procedures

All protests relating to solicitations, selections, and/or awards made by the TCC on behalf of MWA must be filed in writing using the Bid Protest Form (Attachment C) with the TCC procurement officer within seven (7) days of the notice of solicitation, notice of selection and/or notice of award. The date of notification shall be the date posted to the TCC procurement website:

<http://www.tcclesmd.org/departments/procurement.aspx>. Oral Protests will not be considered. Protests will only be considered valid if the protester is an “interested party”. An “interested party” is a party that is an actual or prospective bidder or proposer. Protest reviews will be conducted by the Executive Director of the TCC, and/or the Tri-County Council Board of Directors and shall review the protest with a thorough evaluation of the issues raised and respond to the protester within seven (7) days of the receipt of such protest. A certified letter shall be sent to the protester from either the Executive Director of the TCC or the attorney for the TCC stating a concurrence or denial of the protest with supporting explanations. The certified letter to the protester shall constitute the final decision of the TCC. Review appeal authority is the TCC Executive Board. If protester does not agree with TCC findings, they are directed to court.

SECTION C

RFP COMPONENT CHECKLIST

Proposal Covershet (Attachment D)

Project Narrative

Budget Summary

Letters of Reference

Conflict of Interest Disclosure (Attachment A)

Proposals that do not provide the required attachments may be disqualified from the review process. Be sure to provide adequate responses to all sections of the RFP.

The maximum point value for all sections is 100 points. The next page is a copy of the evaluation criteria.

Proposal Evaluation

Company Being Evaluated Name: _____

Date/Time: _____

RFP Number: _____

RFP Description: MWA Professional Development

Evaluation Criteria	Potential Points	Points Awarded
Innovative Course Design	35	
Does the course design include all core competencies? Y/N	10	
Presentation format as outlined in RFP? Y/N	10	
Train the Trainer Component? Y/N	10	
Ongoing support available for participants?	15	
Accredited Certification? Y/N	10	
CEU's Available? Y/N	10	
Total Points:	100	

ATTACHMENT A: CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Tri-County Council, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. Activities are defined as board membership, employment or a vendor in any capacity. Relationships are defined as any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B (64) and includes a bidder, offer or, Contractor, consultant, or subcontractor or sub consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C. The bidder of offer or warrants that, except as disclosed in D below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explains in detail--attach sheets if necessary):

E. The bidder or offer or agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or offer or will immediately make a full disclosure in writing to the Administrative Office of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offer or has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the Executive Director of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

DATE: _____ BY: _____
(Authorized Representative and Affiant)

AGENCY NAME: _____

ATTACHMENT B: REQUEST FOR CLARIFICATION/EXCEPTION

TRI-COUNTY COUNCIL Proposal # RFP-TCC2018-2002

Proposal Opening Date: _____

NAME OF BIDDER / PROPOSER: _____

TITLE OF DOCUMENT REFERENCE AND NUMBER: _____

PAGE and REFERENCE: _____

CONTRACT DOCUMENT REQUIREMENT: _____

BIDDER / PROPOSER REQUEST: _____

APPROVED: _____ DISAPPROVED: _____

TRI-COUNTY COMMENTS: _____

Forward to: procurement@tcclesmd.org

ATTACHMENT D: PROPOSAL COVERSHEET

MWA2018-2000

Organization Name: _____

Address: _____

Contact Person: _____ Title: _____

Phone: _____ Email: _____

Years in Operation? _____

Ability and willingness to travel to 3 strategic location in the state of Maryland in one week during the month of June? Y/N _____

I hereby certify that to the best of my knowledge all information contained in this proposal is accurate and complete, that this is a valid proposal and that I am legally authorized to sign and to represent this organization.

(Signature) (Date)