

**CENTRAL MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT**

**REQUEST FOR PROPOSALS  
GENERAL GUIDELINES  
WORKFORCE INVESTMENT ACT (WIA) FUNDED**

**WORKSHOPS 2009**

**WORKSHOPS  
for  
BUSINESSES and JOB SEEKERS  
in  
SOUTHCENTRAL MISSISSIPPI WORKS'  
WIN JOB CENTERS**

**PROPOSALS DUE:  
Friday, June 26, 2009, 4:00 p.m.**

**CENTRAL MISSISSIPPI PLANNING & DEVELOPMENT DISTRICT  
POST OFFICE BOX 4935  
JACKSON, MISSISSIPPI 39296-4935**

**WORKSHOPS 2009**  
**REQUESTS for PROPOSALS (RFP)**

**INTRODUCTION**

Under the Workforce Investment Act, Southcentral Mississippi Works (SMW) administers WIN Job Centers serving 17 counties. These Centers are located in Brookhaven, Canton, Hazlehurst, Jackson, McComb, Natchez, Pearl, Vicksburg, and Yazoo City, Mississippi. For the convenience of clients, several state and local agencies have co-located within these facilities. All of these entities work together to serve businesses, industries and job seekers. The ultimate goal of the WIN Job Centers is to match qualified individuals with quality jobs.

Based on experiences with businesses, industries, and job seekers, the SMW staff has compiled a list of workshops needed to enhance the effectiveness of the WIN Job Centers. These workshops fall into two categories: (1) Capacity building for the administrative and supervisory staff in business and industry and (2) Employability skills building for job seekers.

Central Mississippi Planning and Development District (CMPDD) plans to review the proposals and identify the strongest ones for potential contract award. Each selected vendor will be placed on a pre-approved vendor list. As each WIN Job Center identifies its specific needs, a schedule will be negotiated with the appropriate vendors. This pre-approved list may be maintained for two to three years. During that time, a vendor may be asked to deliver training several times.

**PURPOSE of RFP**

CMPDD is soliciting proposals for the provision of workshops to assist businesses, industries, and job seekers.

CMPDD is searching for vendors with the flexibility and the creativity to develop and to deliver workshops for specific target groups. All workshops must be practical and results-oriented because the participants will be putting the information gained from the workshops to immediate use.

**TARGET GROUPS**

Each workshop should be developed to serve a specific target group. A complete list of workshop topics is provided as Attachment A. Workshops 1 shall be developed to build the necessary skills of employers and job seekers whose career require effective writing of Business communications. Workshop 2 shall be developed for job seekers and employers who may not have the necessary skills to navigate the keyboard or Internet. Workshops 3 will be offered to job seekers who may needs assistance with creating a Resume.

**ELIGIBLE VENDORS**

To qualify for funding award, the vendor must meet the following criteria:

1. To be eligible, the vendor must be qualified to conduct business in the State of Mississippi. CMPDD prefers that all vendors be incorporated; however, a service provider may be a

commission, a sole proprietorship, or other type of organization when in the best interest of the project or activity to be implemented. The vendor may be a public agency, a private nonprofit organization, or a private-for-profit entity.

2. To be eligible, the vendor or its principals must not be debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension." (Procurements under \$25,000 are exempt from this criterion except when service procurement is provided by an individual who will have a critical influence or substantive control over transactions.)
3. To be eligible, the vendor or its principals shall not be convicted of any crime that indicates the agency's mismanagement or fraudulent use of funds or the vendor's insolvency.
4. The vendor must have a Federal Employer Identification Number.

### **FUNDING AWARD TO VENDOR**

The funding is available from the Workforce Investment Act (WIA). Each line item of proposed cost will be evaluated by comparisons with other offers and with market prices. In all cases, the vendor is advised to make the most cost-effective offer because all proposals will be compared to determine the most cost-efficient budget.

### **LIMITATION CLAUSES**

1. This RFP does not in any way commit CMPDD to pay cost incurred as a result of the preparation of the proposal or as a result of a request for additional information. Costs for developing and delivering responses to this RFP, and any subsequent presentations, are entirely the responsibility of the vendor.
2. CMPDD reserves the right to make no award as a result of this solicitation.

### **ADDITIONAL DISCLAIMERS**

1. CMPDD may negotiate any costs prior to awarding a contract. However, CMPDD may accept a proposal based on a firm commitment to the terms submitted. Therefore, vendors are advised to propose their most favorable terms initially.
2. The material in the proposal becomes public information and property of CMPDD when it is submitted to CMPDD for funding consideration. However, the vendor may designate those portions of the proposal that contain trade secrets or other proprietary data that may remain confidential.
3. By submitting a proposal, the vendor certifies that it is a legally constituted organization and that the following statements apply:
  - a. The prices/costs in the proposal have been determined independently without consultation, communication, or agreement, for the purpose of restricting competition, concerning any matter relating to such prices with any other vendor or with any competition.
  - b. Unless otherwise required by law, the prices/costs quoted in the proposal have not been knowingly disclosed by the vendor and will not knowingly be disclosed by the vendor to any other vendor or to any competition either directly or indirectly prior to award.

- c. No attempt has been made by the vendor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
- d. CMPDD shall allow a proposer to withdraw a proposal at any time. However, CMPDD will not allow modifications of a proposal unless CMPDD makes a change in the content of the RFP. If a change is made, CMPDD shall notify all recipients of the RFP.

### **CODE OF CONDUCT FOR VENDORS AND CONTRACTORS**

- 1. The payment of gratuities to CMPDD staff or to board members is prohibited.
- 2. The receipt or solicitation of kickbacks from vendors is prohibited.
- 3. Obtaining confidential procurement information not available to all vendors is prohibited.
- 4. Improper communication with CMPDD staff or board members to influence procurement decisions is prohibited.
- 5. Collusion and price-fixing among vendors are prohibited.

### **DISPUTE RESOLUTION AND APPEAL PROCEDURES**

Any entity adversely affected by a procurement decision of the CMPDD will be afforded an opportunity to file a grievance. The grievance will be processed in accordance with the CMPDD Grievance Procedure. At a minimum, this procedure will allow for an informal discussion of the complaint and an opportunity for filing a written request for a hearing within 15 days of the adverse decision.

A formal hearing before the hearing committee shall be requested in writing. The hearing shall be conducted within 30 days of the filing. A decision on the appeal shall be rendered within 60 days of the filing. The request for the review shall be filed within 10 days of receipt of the adverse decision or within 15 days from the date that a decision should have been issued.

### **CRITERIA FOR RATING PROPOSALS**

Only proposals that are submitted by the deadline and that follow the outline under SUBMISSION REQUIREMENTS will be considered for rating. As part of the review process, each eligible proposal will be evaluated and assigned a score based on the following items:

- 1. **Demonstrated Effectiveness** **(40 points)**
  - a. Ability to perform the services as reflected by organizational structure, credentials, memberships, general experience, and specific experience in providing similar workshops;
  - b. Confirmation of references to determine similar experiences, satisfactory record of integrity and business ethics, and skills to perform the work;
  - c. Inclusion of Federal Employer Identification Number;
  - d. Appropriate insurance coverage;
  - e. Copy of cover page and signature page from the vendor's charter, articles of incorporation, or similar document.
  
- 2. **Implementation Plan** **(30 points)**

- a. Level of detail of training outline and appropriateness of content;
- b. Appropriateness of materials for target group;
- c. Appropriateness of agenda;
- d. Appropriateness and variety of delivery methods;
- e. Appropriateness of the skills and qualifications of the trainer(s).

**3. Costs**

**(30 points)**

- a. Itemized costs for all items on Budget Page;
- b. Certification that costs are accurate, complete, and current; Certification signed by the individual who is legally authorized to make commitments for the vendor;
- c. Costs are reasonable and efficient compared to other offers.

**SUBMISSION REQUIREMENTS:**

1. **PROPOSAL SUBMISSION REQUIREMENTS:** Submit **five copies** of the full proposal by Friday, **June 26, 2009, at 4:00 p.m.** to the address below. PLEASE NOTE: Faxed or e-mailed documents will not be accepted. (Indicate “**WIN JOB CENTER WORKSHOPS 2009**” on the envelope.) **Vendors may hand deliver or mail the proposals to the following:**

John L. Nelson, Project Manager  
 Central Mississippi Planning & Development District  
 P.O. Box 4935  
 Jackson, MS 39296-4935

**OR**

John L. Nelson, Project Manager  
 Central Mississippi Planning and Development District  
 1170 Lakeland Drive  
 Jackson, MS 39216

2. **INSTRUCTIONS:** To prepare an acceptable proposal, the following items should be completely described:
  - a. **Contractor's Qualifications and Insurance/Warranties: The vendor may propose to deliver one workshop or more. Regardless of the number of workshops being proposed, the vendor may submit the information in this section once as introductory information for the proposal package.**
    - (1) Provide vendor's name, address, phone number, and e-mail address.
    - (2) Provide a description of the vendor's services, organizational structure, credentials, professional association memberships, number of years in business, and experience.
    - (3) Provide the Federal Employer Identification Number.

- (4) List three references who can verify the vendor's quality services and ethical business practices. The name, address, and phone number for each reference must be included. Select references who have first hand knowledge of vendor's presentation of a workshop(s) similar to the one(s) being proposed.
- (5) Provide a description of the vendor's insurance coverage to include the following:
  - (a) Public Liability Insurance (\$1,000,000/\$3,000,000)
  - (b) Bodily Injury
  - (c) Property damage
  - (d) Insurance rider naming Central Mississippi Planning & Development District as additional insured. (Submit certificate upon signing of contract.)
- (6) Include a copy of the cover page and signature page from the vendor's charter, articles of incorporation, or similar document.

**b. Implementation Plan: Attachment A includes the complete list of workshops being requested. The vendor may propose to deliver one workshop or more. For each workshop proposed, the vendor must submit a separate implementation plan and a separate budget.**

- (1) Cite the name of the workshop being proposed.
- (2) Describe any audio-visual equipment needed for the delivery of the workshop(s).
- (3) Specify the number of participants per workshop. (Do not exceed 12 per workshop using computers. For the other workshops, do not exceed 25.)
- (4) Describe the target group. Indicate any minimum skills required to participate in the workshop.
- (5) Provide a brief description of the workshop delivery method.
- (6) Provide a detailed outline of the workshop content. (Additional content development is necessary beyond the required points shown in Attachment A.)
- (7) Describe materials to be provided to participants.
- (8) Provide a proposed agenda with timeframes.
- (9) Provide the name, qualifications, education, experience, and location of the individual(s) who will serve as the workshop trainer(s).

**c. Costs/Prices: Attachment A includes the complete list of workshops being requested. The vendor may propose to deliver one workshop or more. For each workshop proposed, the vendor must submit a separate implementation plan and a separate budget.**

- (1) For each workshop, complete the **Budget Page** shown as Attachment B. Label the budget page with the name of the workshop. Please note that several items will be provided at no charge to the vendor.
- (2) The vendor shall include a Cost Certification, a written and **signed** statement to certify that to the best of the vendor's knowledge and belief, the cost data are accurate, complete, and current at the time of submission. (The statement must be signed by the individual who is authorized to legally bind the entity.) (CMPDD

shall reserve the right to adjust prices based on out-of-date, incomplete or inaccurate data.)

- (3) In estimating time, the vendor should show the cost for conducting one workshop. After schedules are negotiated, the vendor may be asked to conduct the same workshop at multiple locations.
- (4) In estimating travel, the vendor should use Jackson, Mississippi, as the training location. After schedules are negotiated, the vendor may be asked to conduct the same workshop at multiple locations.

## **MATERIALS**

The vendor is required to provide all hand-outs, binders, or other materials used by the participants during the workshop(s).

## **EQUIPMENT**

Some audio-visual equipment and computers are available at the WIN Job Centers for use during the workshops. The use of these items must be coordinated with the Manager at the Center.

## **FACILITY**

The workshops will be conducted at the WIN Job Centers unless the WIN Job Center manager makes arrangements for another location. The WIN Job Centers vary in size; however, most include a computer lab and a multi-purpose room. When writing the proposal, the vendor should plan to serve a maximum of 12 participants in the computer lab and a maximum of 25 participants in the other workshops.

## **RULES/CONDITIONS FOR MODIFICATIONS, WITHDRAWAL OR CANCELLATION**

1. All proposals submitted by due date and following the outline under SUBMISSION REQUIREMENTS will be reviewed by CMPDD or an appointed committee.
2. CMPDD reserves the right to reject any and all proposals in part or in total.
3. If a contract is awarded, the contractor will be the Prime Contractor. If the proposer plans to have subcontractors, all subcontractors must be listed in the proposal. If approved, the Prime Contractor shall be responsible, in total, for all work of subcontractors, if any. (CMPDD must provide written approval to a vendor before a third-party agreement is developed to further the purposes or goals of the contract. If a vendor receives approval to provide funds to a third-party, a contract shall be formally executed in writing and shall be legally binding on both parties. Copies of all third-party agreements and any subsequent modifications shall be provided to CMPDD.
4. The contractor shall keep itself informed of, and shall comply with all applicable laws, ordinances, rules, regulations and orders of the appropriate city and county, State of Mississippi, Federal or public bodies having jurisdiction affecting any work to be done to provide the services required. The contractor shall provide all necessary safeguards for safety and protection, as set forth by the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) as well as by any applicable state and local laws.

**SCHEDULE**

EVENT	DATE
<b>Proposal Due Date</b>	<b>Friday, June 26, 2009, at 4:00 p.m.</b>
<b>Tentative Date for Award Announcement</b>	<b>On or about August 1, 2009</b>

**PROVISIONS:** If CMPDD enters a contractual agreement with the vendor, the contract will include the following:

The duly authorized representative of the Contractor shall certify that the Contractor:

1. Shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60) (All construction contracts awarded in excess of \$10,000);
2. Shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts for construction or repair.);
3. Shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts in excess of \$2000 awarded when required by Federal grant program legislation.);
4. Shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5.) (Construction contracts in excess of \$2000, and in excess of \$2500 for other contracts involving the employment of mechanics or laborers.);
5. Shall ensure that the State of Mississippi, CMPDD, Federal monitors and auditors, and any persons duly authorized by the Federal government, the State of Mississippi and CMPDD shall have full access to and the right to examine and copy any and all books, records, documents, papers, and other materials regardless of form or type which are pertinent to performance of the services related to this agreement. Access right shall continue during the record retention period after the agreement's ending date.
6. Shall retain all required records for three years after the closing date of the agreement and all other pending matters are closed.
7. Shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). (Contracts, subcontracts, and subgrants of amounts exceeding \$100,000);
8. Shall comply with mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871.).

**COPYRIGHTS / RIGHTS TO DATA:** If CMPDD enters a contractual agreement with the vendor, the contract will include the following:

1. Rights in Data - General
  - (a) Definitions:

"Computer software" means computer programs, computer data bases, and documentation thereof.

"Data" means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data" means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements; except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software.

"Limited rights data" means data (other than computer software) that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications thereof.

"Restricted computer software" means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software; including minor modifications of such computer software.

"Restricted rights" means the rights of CMPDD in restricted computer software, as may be provided in a collateral agreement incorporated in and made part of this contract including minor modifications of such computer software.

"Technical data" means that data (other than computer software) that are of a scientific or technical nature.

"Unlimited rights" means the right of CMPDD to use, disclose, reproduce, prepare derivative works, distribute copies to the public, perform publicly, and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocations of rights:

(1) Except as provided in paragraph (c) of this clause regarding copyright, CMPDD shall have unlimited rights in:

- (i) Data first produced in the performance of this contract;
- (ii) Form, fit, and function data delivered under this contract;
- (iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and
- (iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to:

- (i) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;
- (ii) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (e) of this clause;

- (iii) Substantiate use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and
- (iv) Establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided in subparagraph (c)(1) of this clause.

(c) Copyright:

- (1) Data first produced in the performance of this contract. Except as otherwise specifically provided in this contract, the Contractor may establish claim to copyright subsisting in any data first produced in the performance of this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of CMPDD sponsorship (including contract number) to the data when such data are delivered to CMPDD, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software, the Contractor grants to CMPDD, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of CMPDD. For computer software, the Contractor grants to CMPDD and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license for all such computer software to reproduce, prepare derivative works, and perform publicly and display publicly, by or on behalf of CMPDD.
  - (2) Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of CMPDD, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to CMPDD, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause; PROVIDED, however, that if such data are computer software CMPDD shall acquire a copyright license as may be provided in a collateral agreement incorporated in or made part of this contract.
  - (3) Removal of copyright notices. CMPDD agrees not to remove any copyright notices placed on data pursuant to this paragraph (c), and to include such notices on all reproductions of the data.
- (d) Release, publication, and use of data:
- (1) The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this contract.
  - (2) The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by CMPDD.
- (e) Protection of limited rights data and restricted computer software:
- When data other than that listed in subdivisions (b)(1)(i), (ii), and (iii) of this clause is specified to be delivered under this contract and qualify as either limited rights data or restricted computer software if the Contractor desires to continue protection of such data, the Contractor shall withhold such data and not furnish it to CMPDD under this contract. As a condition to this withholding, the Contractor shall identify the data being withheld and furnish form, fit and function data in lieu thereof. Limited rights data formatted as a

- computer data base for delivery to CMPDD are to be treated as limited rights data and not restricted computer software.
- (f) Subcontracting:  
The Contractor has the responsibility to obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to CMPDD under the contract. If a subcontractor refuses to accept terms affording CMPDD such rights, the Contractor shall promptly bring such refusal to the attention of CMPDD and not proceed with subcontract award without further authorization.
2. Notice and Assistance Regarding Copyright Infringement
- (a) The Contractor shall report to CMPDD, promptly and in reasonable written detail, each notice or claim of copyright infringement based on the performance of this contract of which the Contractor has knowledge.
- (b) In the event of any claim or suit against CMPDD on account of any alleged copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to CMPDD, when requested by CMPDD, all evidence and information in possession of the Contractor pertaining to such suit or claim. Evidence and information shall be furnished at the expense of CMPDD except when the Contractor has agreed to indemnify CMPDD.
- (c) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services expected to exceed \$25,000.

## **CONTACT PERSONS**

For additional information about proposal preparation and submission, please contact John Nelson at 601-638-1452 or Mary Allen at 601-981-1511.

## WORKSHOPS

Target Groups: Each workshop should be developed to serve a specific target group. The purpose is to help job seekers become employed and employers become more efficient in their careers. Workshop 1 shall be developed to build the necessary skills of employers and job seekers whose career require effective writing of business communications. Workshop 2 shall be developed for job seekers and employers who may not have the necessary skills to navigate the keyboard or Internet. Workshop 3 will be offered to job seekers who may need assistance with creating a Resume.

### **WORKSHOP 1: BUSINESS COMMUNICATION/WRITING (7 hours)**

- A. Effective writing for business
- B. Structure, Standards and Guidelines for effective communication.
- C. A memo, a letter and a report

### **WORKSHOP 2: KEYBOARDING/INTRODUCTION TO INTERNET (7 HRS)**

- D. Career advice
- E. Labor Market Information
- F. Job Listing
- G. Company information

### **WORKSHOP 3: WRITING A RESUME (4HRS)**

- A. What goes in a resume
- B. The Cover letter
- C. Electronic resume.

**ATTACHMENT B**

**BUDGET PAGE**

**TITLE of WORKSHOP:**

<b>Item No.</b>	<b>Description</b>	<b>TOTAL</b>
1	Staff time to develop workshop <i>(# of hours X cost per hour)</i>  Has vendor presented this workshop previously? Yes ---- No ----	
2	Staff time to deliver workshop <i>(# of hours X cost per hour)</i>	
3	Snacks for breaks (Provide snacks if workshop lasts 4 hours or more.) <i>(# of participants X expense per participant)</i>	
4	Travel expenses Please specify:	
5	Supplies to be used by trainer and participants during workshop Please specify:	
6	Administrative Overhead Please specify:	
7	Profit	
8	Other Please Specify:	
9	Audio Visual Equipment	
10	Use of Computer Lab (if in a WIN Job Center)	No Charge
11	Use of Training Room (if in a WIN Job Center)	No Charge
	<b>TOTAL</b>	