

BIDDERS COMPANY NAME

# REQUEST FOR PROPOSAL

## #6112

# PROFESSIONAL DEVELOPMENT

## FOR

# WASHTENAW COUNTY

# EMPLOYEES

Prepared By:

Washtenaw County Purchasing  
Administration Building  
P.O. Box 8645  
220 N. Main B-35  
Ann Arbor, MI 48107

Robert G. Devault, C.P.M.  
Purchasing Manager  
(734) 222-6760





## WASHTENAW COUNTY

Finance Department

Purchasing Division

P.O. Box 8645, 220 N. Main, Ann Arbor, MI 48107-8645  
Phone (734) 222-6760, Fax (734) 222-6764

### REQUEST FOR PROPOSAL # 6112

October 8, 2003

Washtenaw County Purchasing Division on behalf of Washtenaw County Organizational Development is issuing a sealed RFP for Professional Development in the areas of Quality Service, Adaptability, Communication, Leadership, Initiative, Judgment and Problem Solving, Planning and Organizing, Teamwork and Technical/Professional (Computer skills) for Washtenaw County employees.

**Sealed Proposals:** Vendor will deliver one (1) original and seven (7) copies which are clearly marked as such and must contain one original signature to the following address:

**Washtenaw County  
Administration Building  
Purchasing Division  
220 N. Main St. Room B-35  
P.O. Box 8645  
Ann Arbor, MI. 48107**

**by 2:00 p.m. on WEDNESDAY NOVEMBER 5, 2003**

This submission shall include the entire Request For Proposal document, requested attachments, and any amendments if issued.

**Proposals received after the above cited time will be considered a late bid and are not acceptable unless waived by the Purchasing Manager.**

- Please use the attached self-addressed label or the envelope must be clearly marked "**SEALED RFP # 6112**".
- Please direct purchasing and procedural questions regarding this RFP to Robert Devault at **734-222-6760**.
- Please direct technical questions regarding this RFP to Linda Wicks at **734-973-4968**.

Thank you for your interest.

# RFP # 6112 Professional Development for Washtenaw County Employees

## I. PROPOSAL

**Definitions:** “**County**” is Washtenaw County in Michigan

“**Bidder**” an individual or business submitting a bid to Washtenaw County

### **Purpose of Proposal:**

#### Background

Washtenaw County, Michigan, is accepting proposals from instructional designers and training vendors to assist County Administration in the implementation of Guiding Principle #4 “Provide the necessary knowledge, skills and resources to County employees”. Currently, Washtenaw County has approximately 1400 permanent full-time employees.

#### The Washtenaw County Vision:

*“Washtenaw County will be a world class service provider”*

This vision is grounded in two principles:

- sound fiscal management for long term stability
- an inspired and involved workforce equipped with the skills, knowledge and resources to provide world class service

It is important that employees be well-trained, productive, efficient and satisfied. To accomplish this goal the County is interested in contracting with a **pool of training vendors** in order to best meet the individual development needs of Washtenaw County employees.

Washtenaw County has made a commitment for enhanced development of our workforce through an organized **Professional Development Program**. County employees have assessed their knowledge, skills and abilities for each of the **core competencies**, and have prepared Professional Development Plans indicating their development needs and action steps for the following two years. The program is now assembling a **vendor pool** for providing training and development activities. Proposals are now being accepted for training in all Core Competency areas, which comply with the following requirements and specifications.

## II PROPOSAL TERMS

- A. Bidder(s) may bid on one or all of the training and development services which are the subject of this RFP. The County reserves the right to award the bid to a single contractor or a combination of contractors whichever is in the County’s best interest.
- B. Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Vendor’s qualifications and capabilities to provide the specified service, and other factors which Washtenaw County may consider. The County does not

## **RFP # 6112 Professional Development for Washtenaw County Employees**

- intend to award a Bid fully on the basis of any response made to the proposal. The County reserves the right to consider proposals for modifications at any time before a Bid would be awarded, and negotiations would be undertaken with that provider whose proposal is deemed to best meet the County's specifications and needs.
- C. The County reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the County to be in the best interests of the County even though not the lowest bid.
  - D. Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the Bid may result in the cancellation of any award.
  - E. In the event it becomes necessary to revise any part of the RFP, the entire proposal document with any amendments should be returned with addenda provided. Deadlines for submission of the RFP's maybe adjusted to allow for revisions. To be considered, the **original proposal and seven copies** must be at the Washtenaw County Purchasing Office on or before the date and time specified.
  - F. Proposals should be prepared simply and economically providing a straightforward, concise description of the vendor's ability to meet the requirements of the RFP.
  - G. Proposals must be structured in the following framework on computer type (8.5 x 11) pages, double-spaced, 12 point or larger. If proposals do not adhere to all specifications established, they may not be reviewed and may not be eligible for consideration for funding.
  - H. **To be considered, seven (7) copies of the proposal must be at the Washtenaw County Purchasing Office on or before the date and time specified.**

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### **III. VENDOR INFORMATION**

The proposal shall include all of the following information (failure to include all the information could result in disqualification):

- A. Provide a one page **Program Abstract** of the proposal, highlighting key elements regarding services proposed, implementation plans and organizational capability.  
**(Attach as Addenda A)**
- B. Please attach the **Vendor Profile** (Attachment A) and information requested.  
**(Attach as Addenda B)**
- C. Review Section IV. **Program Specifications** (pg. 4 - 9) and concur how these provisions will be met. **(include requested samples)**  
**(Attach as Addenda C)**
- D. Review Section V. **Terms and Conditions Section** (pg. 10) and concur that these provisions will be met.  
**(Attach as Addenda D)**
- E. Review Section VI. **Contract Provisions** (pgs. 11- 15) and concur that these provisions will be met.  
**(Attach as Addenda E)**
- F. Provide a list of **References** of current customers in Southeastern Michigan  
**(Attach as Addenda F)**
- G. Provide **Pricing Structure** information (Attachment B)  
**(Attach as Addenda G)**
- H. Provide **Signature Page** (Attachment C) completed and signed by an official authorized to bind the provider to its provisions for at least a period of 90 days  
**(Attach as Addenda H)**

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### **IV. PROGRAM SPECIFICATIONS**

**Quality Service** delivery has been established as a Core Competency for Washtenaw County employees. The Competency has the following definition and behaviors:

**Quality Service:** Providing continuously improving quality service to the customers of Washtenaw County across departments and to vendors. Behaviors include:

1. Being as responsive to special needs as you are to routine needs
2. Being proactive about anticipating the needs of co-workers
3. Being proactive about anticipating the needs of customers
4. Ensuring that all aspects of a project, product or service are complete
5. Responding promptly to requests even in non-emergency situations
6. Using internal and external customer feedback as a basis for improving performance

Proposals for **quality service** may incorporate any or all of the skills listed below:

- Customer Service in the public sector
- Encouraging the “customer first” attitude
- Supervising staff with a focus on customer service
- Determining and anticipating customer expectations
- Providing information accurately and completely
- Gathering and using customer feedback
- Internal customer relations

**Adaptability** has been established as a Core Competency for Washtenaw County employees. The Competency has the following definition and behaviors:

**Adaptability:** Maintaining effectiveness in varying environments and with different tasks, responsibilities and people. Behaviors include:

1. Adapting to changing assignments based on need
2. Being available when team members are unexpectedly absent
3. Handling task interference without losing on the job effectiveness
4. Learning to use new tools and techniques
5. Maintaining effectiveness with people of diverse backgrounds
6. Working effectively with difficult internal and external customers

Proposals for **adaptability** may incorporate any or all of the skills listed below:

- Handling multiple demands for your time
- Working for multiple stakeholders
- Learning and incorporating new tools and techniques effectively
- Working effectively with challenging internal or external customer relations

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**Communication** has been established as a Core Competency for Washtenaw County employees. The Competency has the following definition and behaviors:

**Communication:** Expressing ideas effectively in speech and writing, to individuals and groups; adjusting language and terminology to the characteristics and needs of the audience; supporting spoken message with appropriate non-verbal actions; using appropriate structure, grammar and spelling in writing; supporting writing with graphics, tables and other techniques; active listening. Behaviors include:

1. Asking clear questions orally, in person or over the telephone/radio
2. Clarifying information when requested
3. Demonstrating understanding of oral communication by paraphrasing or using other active listening techniques
4. Providing clear oral communications to others who will rely on them
5. Providing clear written communications to others who will rely on them
6. Recording information accurately
7. Stating your point concisely when speaking

Proposals for **communication** may incorporate any or all of the skills listed below:

- **Written Communication**
  - Memos
  - Reports
  - Correspondence
  - Newsletters/Articles
- **Public Communication**
  - Presentations
  - Use of presentation graphics
  - Group facilitation skills
- **Interpersonal**
  - Telephone/radio etiquette
  - Dealing with difficult people/Conflict situations
  - Communicating with customers
  - Effective listening skills

### Washtenaw County Communication Principles

- 1) Easy **access** to information is vital to the ability of the County to provide Quality Service
- 2) **Everyone** is responsible to **seek** out information, to **share** information and to make information **meaningful**
- 3) **Speak the truth**, share good news and bad news
- 4) All communications will offer avenues for **feedback** and further communication
- 5) **Business knowledge** is needed to help everyone understand the relationship between their work and the County's strategies
- 6) Effective communications use **multiple approaches**

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**Individual Leadership/Influencing** has been established as a Core Competency for Washtenaw County employees. The Competency has the following definition and behaviors:

**Individual Leadership/Influencing:** Using appropriate interpersonal styles and methods to inspire and guide individuals towards improved goal achievement; modifying behaviors to accommodate tasks, situations and individuals involved.

Behaviors include:

1. Assisting in work group to understand the point of view of others
2. Assuming responsibility for decisions
3. Encouraging initiative
4. Helping others to work effectively together
5. Modeling positive behavior for others
6. Sharing appropriate information with others

Proposals for **individual leadership/influencing** may incorporate any or all of the skills listed below:

- Motivating self and others
- Decision making skills
- Learning to be a self-starter
- Inspiring a shared vision / Enabling others to act
- Modeling Leadership and gaining trust
- Encouraging the heart

**Initiative / Judgment and Problem Solving** has been established as a Core Competency for Washtenaw County employees. The Competency has the following definition and behaviors:

**Initiative / Judgment and Problem Solving:** Making attempts to influence events to achieve goals; self-starting rather than accepting passively; taking action to achieve goals beyond what is required; being proactive

1. Identifying ways to make the job more effective
2. Recommending ways to reduce cost
3. Seeking new learning opportunities and new ways of managing your work
4. Volunteering for assignments apart from your normal scope of responsibility
5. Anticipating the impact of decisions
6. Considering multiple factors when making decisions (time, cost, impact, history)
7. Generating alternative actions to a situation
8. Continuing to focus on a situation until the root cause is identified
9. Making decisions to resolve complaints from internal or external customers

Proposals for **initiative / judgment and problem solving** may incorporate any or all of the skills listed below:

- Decision making skills
- Using Problem Solving tools and techniques
- Learning to be a self-starter

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**Planning and Organizing** has been established as a Core Competency for Washtenaw County employees. The Competency has the following definition and behaviors:

**Planning and Organizing:** Establishing a course of action for self and/or others to accomplish a specific goal; planning proper assignments and allocation of resources; establishing procedures to monitor the results of delegations, assignments or projects. Behaviors include:

1. Establishing action steps to accomplish objectives
2. Establishing and maintaining performance expectations
3. Following through until solutions are fully implemented
4. Linking individual and departmental goals to Washtenaw County goals
5. Reviewing plans and goals as needed
6. Reviewing priorities and adapting them to changing circumstances

Proposals for **planning and organizing** may incorporate any or all of the skills listed below:

- Strategic planning and visioning
- Personal effectiveness
- Project management
- Supervision of projects and people
- Personal organization

**Teamwork** has been established as a Core Competency for Washtenaw County employees. The Competency has the following definition and behaviors:

**Teamwork:** Working effectively with team or work group or those outside the formal line of authority to accomplish organizational goals; taking actions that create a climate for teamwork that respects the needs and contributions of others; contributing to and accepting consensus; subordinating own objectives to the objectives of the organization or team. Behaviors include:

1. Accepting responsibility for team performance – not just your own performance
2. Demonstrating respect for others with diverse backgrounds and diverse points of view
3. Recognizing issues that interfere with the team's ability to function, and address them
4. Taking an Enlightened Leadership role in the team
5. Understanding how the different skills in the team support the team's ability to meet objectives

Proposals for **teamwork** may incorporate any or all of the skills listed below:

- Establishing and maintaining a positive environment for teams
- Stages of team development
- Benefits of teams / Working together as a team
- Team problem solving and communication
- Being an effective team member

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**Technical/Professional (Computer)** skills have been established as a Core Competency for Washtenaw County employees.

**Technology/Computer Training:** Washtenaw County has a Wide Area Network of more than 1,500 IBM-compatible PCs running Windows XP and using Microsoft XP Office products.

Proposals for computer training may incorporate any or all of the following products – please note any additional end-user applications that are also available for instruction~

### **End-User Applications**

- Computer Basics (Introduction to Computers)
- Keyboarding
  
- Adobe Acrobat (writer) 4.0
- PageMaker 6.5
- PhotoShop 5.5
- Outlook Email and Calendaring
  
- Windows XP
- Microsoft Access XP (Levels 1, 2, 3 & 4)
- Microsoft Excel XP (Intro, Intermediate, Advanced)
- Microsoft PowerPoint XP (Intro and Advanced)
- Microsoft Project 2000
- Microsoft Publisher XP
- Microsoft Visio XP
- Microsoft Word XP (Intro, Intermediate, Advanced)

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### **Rates/prices should be provided for the following options:**

Please note that the majority of classes will be held on-site at Washtenaw County~

- Full day classes for County employees on site at Washtenaw County
  - Technology classes should include instructor and materials for 12 students using Washtenaw County equipment
- Full day classes for County employees at the Vendor's training location
- Individual seats in public classes
- One-on-one Executive training
- Half-day classes
  - Technology classes should include instructor and materials for 12 students using Washtenaw County equipment
- Options and rates to develop custom curriculums for Washtenaw County specific needs

### **Vendors will be required to perform the following:**

- Self Assessments to help determine placement in introductory, intermediate, or advanced technology classes (**provide sample Self Assessment**)
- Clearly stated Learning Objectives for each class (**provide sample Learning Objectives**)
- Individual pre and post-assessments for classes to help ensure that learning is taking place (**provide sample Pre and Post-Assessment**)
- Verification of employee's attendance through a sign-in sheet
- Option to repeat class at no additional cost for a period following the class
- Available Help Line for students to call for a period following training
- A Certificate of Completion for individual trainees **provided on day of training** (**provide sample Certificate of Completion**)
- Instructor evaluations provided to Washtenaw County for each class
- Right of Washtenaw County refusal of instructor based on evaluations
- Backup instructors to prevent the cancellation of classes
- Agreement to incorporate the Washtenaw County logo and Business Improvement concepts into context of course

### **Vendors should provide the following information:**

- A list of course offerings and a current schedule of public classes (if applicable)
- Maximum number of students allowed per class
  - Computer classes on-site at Washtenaw County must accommodate 12 students
  - Provide computer-to-student ratio for classrooms at vendor training center
- Number of instructors
- Qualifications of instructors
- Information on vendor facilities for training
- **Sample training manual** demonstrating quality of this support documentation
- A list of references of current customers in Southeastern Michigan

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### **V. TERMS AND CONDITIONS**

#### **Award:**

Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected it will be the most advantageous regarding price, quality of service, the Vendors' qualifications and capabilities to provide the specified service, and other factors which the County may consider. The County does not intend to award a Bid fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a Bid would be awarded, and negotiations would be undertaken with that Vendor whose proposal is deemed to best meet the County's specifications and needs.

#### **Evaluation Criteria:**

- Proposal completeness, with requested documentation which demonstrates ability to provide requested services
- Proximity to Washtenaw County employees
- Instructor qualifications and ability to fill specialized training needs
- Ability to incorporate real life examples of Washtenaw County work
- Ability to provide instructor evaluations, pre & post course assessments and certificates of course completion on the day of the class
- Range of courses offered
- Quality of course materials
- Rates/pricing structure
- Prior experience with vendor

#### **Term of Bid:**

The Bid is from January 1, 2004 - December 31, 2005

#### **Invoicing**

Detailed reports will be required with submittal of invoices. Invoicing and schedule of payment will be negotiated with selected vendors.

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**VI. CONTRACT PROVISIONS**

If a contract is awarded, the selected vendor(s) will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors of service to Washtenaw County such as the following:

**SAMPLE ONLY– To be completed by vendors once selected by Washtenaw County**

**PROFESSIONAL SERVICE CONTRACT**

AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan (“County”) and (**Name of Consultant**) located at (**Address**) (“Consultant”).

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES

The Consultant will (**SPELL OUT SCOPE OF SERVICE**)

ARTICLE II - COMPENSATION

Upon completion of the above services and submission of invoices the County will pay the Consultant an amount not to exceed (**SPELL OUT DOLLAR AMOUNT**).

ARTICLE III - REPORTING OF CONSULTANT

Section 1 - The Consultant is to report to (**DEPARTMENT HEAD TITLE**) and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Consultant must be dated and bear the Consultant's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 4 - The County may review and inspect the Consultant's activities during the term of this contract.

Section 5 - When applicable, the Consultant will submit a final, written report to the County Administrator.

Section 6 - After reasonable notice to the Consultant, the County may review any of the Consultant's internal records, reports, or insurance policies.

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### ARTICLE IV - TERM

This contract begins on January 1, 2004, and ends on December 31, 2005.

### ARTICLE V- PERSONNEL

Section 1 - The Consultant will provide the required services and will not subcontract or assign the services without the County's written approval.

Section 2 - The Consultant will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that the Consultant is neither an employee nor an agent of the County for any purpose.

### ARTICLE VI - INDEMNIFICATION AGREEMENT

The Consultant will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Consultant's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of Consultant, any sub-Consultant, or any employee, agent or representative of the Consultant or any sub-Consultant.

### ARTICLE VII- INSURANCE REQUIREMENTS

The Consultant will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Comprehensive/Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.
4. Professional Liability coverage with a minimum limit of \$1,000,000 each occurrence. The County shall be added as "additional insured" on Professional liability policy with respect to the services provided under this contract.

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Insurance companies, named insureds and policy forms shall be subject to the approval of the Washtenaw County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Consultant shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Consultant and their inadequate insurance coverage. Consultant shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Consultant until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Consultant expires or is canceled during the term of the contract, services and related payments will be suspended. Consultant shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the County Administrator, P.O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

### **ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS**

The Consultant will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

### **ARTICLE IX - INTEREST OF CONSULTANT AND COUNTY**

The Consultant promises that it has no interest which would conflict with the performance of services required by this contract. The Consultant also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

### **ARTICLE X - CONTINGENT FEES**

The Consultant promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Consultant, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Consultant.

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ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY

The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Consultant will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Consultant agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Consultant, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XII - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$9.09 per hour with benefits or \$10.66 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2003 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees

ARTICLE XIII - ASSIGNS AND SUCCESSORS

This contract is binding on the County and the Consultant, their successors and assigns. Neither the County nor the Consultant will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XIV - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

ARTICLE XV - EQUAL ACCESS

The Consultant shall provide the services set forth in paragraph I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

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### **ARTICLE XVI - OWNERSHIP OF DOCUMENTS AND PUBLICATION**

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Consultant. During the performance of the services, the Consultant will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Consultant must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

### **ARTICLE XVII - PAYROLL TAXES**

The Consultant is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability

### **ARTICLE XVIII - PRACTICE AND ETHICS**

The parties will conform to the code of ethics of their respective national professional associations.

### **ARTICLE XIX - CHANGES IN SCOPE OR SCHEDULE OR SERVICES**

Changes mutually agreed upon by the County and the Consultant, will be incorporated into this contract by written amendments signed by both parties.

### **ARTICLE XX - CHOICE OF LAW AND FORUM**

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

### **ARTICLE XXI - EXTENT OF CONTRACT**

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

VENDOR PROFILE

Please complete this information and attach to proposal

VENDOR NAME:

VENDOR ADDRESS:

TELEPHONE NUMBER:

CONTACT PERSON:

EMAIL ADDRESS:

**Business Information**

YEARS IN BUSINESS: \_\_\_\_\_

BRIEF HISTORY OF BUSINESS:  
(Please attach current financial statement)

**Vendor Facilities for Training (Complete Only if Applicable)**

LOCATION OF VENDOR TRAINING CENTER:

NUMBER OF CLASSROOMS AT THIS TRAINING CENTER: \_\_\_\_\_

MAXIMUM NUMBER OF STUDENTS ALLOWED PER CLASS: \_\_\_\_\_

**Instructors**

NUMBER OF INSTRUCTORS: \_\_\_\_\_

QUALIFICATIONS OF INSTRUCTORS (Attach additional sheets if necessary):

[Empty rectangular box for instructor qualifications]

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**ATTACHMENT B**

PRICING STRUCTURE

Please complete this information and attach to proposal

**CLASS RATES:**

<b>Full day rate using vendor facilities:</b>	
Maximum # of students per class using vendor facilities:	
<b>Full day rate using Washtenaw County facilities:</b>	
Maximum # of students per non-computer class using Washtenaw County facilities:	
Ability to accommodate 12 students for computer classes using Washtenaw County Facilities: (please circle your response)	YES NO
Half-day rate using vendor facilities:	
Half-day rate using Washtenaw County facilities:	
One-on-one executive training:	
Rate for customized curriculum development:	

**SIGNATURE PAGE**

_____ Signature	_____ Company Name
_____ Print Name	_____ Company Address
_____ Title	_____ City      State      Zip
_____ Telephone #	_____ Fax #
_____ Email Address	
_____ Federal Tax ID #	<u>CHECK ONE</u> Partnership _____ Non Profit Corp. _____ Profit Corp. _____ Other _____

The above individual is authorized to sign on behalf of company submitting proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.