

BIDDERS COMPANY NAME

REQUEST FOR PROPOSAL
#6299
ORGANIZATIONAL DEVELOPMENT
FACILITATION
FOR
WASHTENAW COUNTY

Prepared By:

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

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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 # 6299

August 17, 2006

Washtenaw County Purchasing Division on behalf of Washtenaw County Organizational Development is issuing a sealed RFP for professional **Facilitators** to assist Administration with County-wide initiatives.

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 3:00 p.m. on WEDNESDAY August 30, 2006

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 # 6299**".
- Please direct purchasing and procedural questions regarding this RFP to Anne Strieter, C.P.M. at **734-222-6760** or strietera@ewashtenaw.org.
- Please direct technical questions regarding this RFP to Linda Wicks at **734-222-6565** or wicksli@ewashtenaw.org.

Thank you for your interest.

RFP 6299 – Organizational Development Facilitation

I. PROPOSAL

Definitions: “County” is Washtenaw County in Michigan

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

BACKGROUND INFORMATION

Washtenaw County Government

The Washtenaw County Board of Commissioners is the governing legislative body for Washtenaw County government. The Board is responsible for overseeing all County operations in accordance with State Laws and has shared authority with other elected officials in specific areas. Eleven Commissioners are elected on a partisan basis to the Board for a two-year term. Washtenaw County Administration reports to this Board of Commissioners.

Community Background

Washtenaw County is located in southeastern Michigan approximately 30 miles west of Detroit. Ann Arbor is the County seat. The County spans a distance of 30 miles east-west and extends 24 miles in the north-south direction, partnering with 28 local units of government existing within the boundaries. The County's population is currently about 340,000. It is one of the few Michigan counties which continues to grow at a moderate rate.

Purpose of Proposal

Washtenaw County is accepting proposals from professional **facilitators** to assemble a **vendor pool of qualified facilitators** to assist County Administration by providing skilled facilitation services to meet organizational development needs.

Facilitators selected for this vendor pool will provide assistance to County Administration on an as needed basis on a variety of County-wide initiatives in support of the County's Guiding Principles:

1. Ensure long term fiscal stability for the County
2. Reduce the cost of conducting the County's business
3. Enhance customer service
4. Provide the necessary knowledge, skills and resources to County employees to carry out these principles
5. Ensure adequate provision of mandated services
6. Focus on the root causes of problems that affect the quality of life of County citizens by aggressively pursuing prevention strategies
7. Provide leadership on intragovernmental, intergovernmental and intersectoral cooperation and collaboration aimed at improving services to County citizens

RFP # 6299 Organizational Development Facilitation

II PROPOSAL TERMS

- A. 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 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.

RFP # 6299 Organizational Development Facilitation

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 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) and concur how these provisions will be met. **(include requested samples)**
(Attach as Addenda C)
- D. Review Section V. **Terms and Conditions & Evaluation Criteria** (pg. 5) and concur that these provisions will be met.
(Attach as Addenda D)
- E. Review Section VI. **Contract Provisions** (pgs. 6-10) 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)

RFP # 6299 Organizational Development Facilitation

IV. PROGRAM SPECIFICATIONS

Facilitation Services requested may include any of the following elements:

- ◆ Preparation work in support of County initiatives, in alignment with County Principles
- ◆ Facilitation services for groups ranging in size from 5 to 200
 1. Facilitations may take place during day or evening
 2. Facilitation locations may be throughout the County area
- ◆ Ability to capture meeting notes and input
- ◆ Post meeting reporting and feedback
- ◆ Ability to manage and work with a wide variety of groups and interests; effectively facilitating the meeting toward its stated outcomes

Please include any pertinent samples that may further define your facilitation skills and ability to provide the requested services. Please include these in Addenda C.

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 for instructor-led training, facilitation and coaching vendors:

- Proximity and availability
- Rates/pricing structure – cost effectiveness
- Facilitation skills effectively demonstrated
- Prior history with County initiatives and culture

Term of Bid:

The Bid is from September 1, 2006 - December 31, 2008

Invoicing

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

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

**SERVICE CONTRACT
(NAME OF CONTRACTOR)**

AGREEMENT is made this _____ day of _____, 2006, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107 (“County”) and **(NAME OF CONTRACTOR)** located at **(CONTRACTOR’S ADDRESS)** (“Contractor”).

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

ARTICLE I - SCOPE OF SERVICES

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

ARTICLE II - COMPENSATION

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

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to **the Director of Organizational Development** 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 Contractor must be dated and bear the Contractor'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 Contractor's activities during the term of this contract.

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

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

ARTICLE IV - TERM

This contract begins on **1 September 2006** and ends on **31 December 2008**.

ARTICLE V - PERSONNEL

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

Section 2 - The Contractor 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 Contractor is neither an employee nor an agent of the County for any purpose.

Section 4 - The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE VI - INDEMNIFICATION AGREEMENT

The contractor 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 Contractor'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 contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

ARTICLE VII - INSURANCE REQUIREMENTS

The Contractor 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.

Insurance companies, named insureds and policy forms shall be subject to the approval of the Washtenaw County Administrator. Such approval shall not be

RFP # 6299 Organizational Development Facilitation

unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Contractor shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor 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 Contractor 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 Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor 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 Contractor 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 CONTRACTOR AND COUNTY

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor 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 Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, 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 Contractor, 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 Contractor.

ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor 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

RFP # 6299 Organizational Development Facilitation

political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Contractor 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 Contractor 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 Contractor, 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 \$9.87 per hour with benefits or \$11.58 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 May 1, 2007, 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 employee

ARTICLE XIII - EQUAL ACCESS

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

ARTICLE XIV - 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 Contractor. During the performance of the services, the Contractor 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 Contractor must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XV - ASSIGNS AND SUCCESSORS

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

RFP # 6299 Organizational Development Facilitation

ARTICLE XVI - 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 XVII - PAYROLL TAXES

The Contractor 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 OF SERVICES

Changes mutually agreed upon by the County and the Contractor, 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: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

Business Information

YEARS IN BUSINESS: _____

BRIEF HISTORY OF BUSINESS:

QUALIFICATIONS:

PRICING STRUCTURE

Please complete this information and attach to proposal

FACILITATION SERVICES	
Full day rate	
Half day rate	
Hourly rate	
Support Work Rate (prep work, reporting, etc.)	

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.