

BIDDERS COMPANY NAME

REQUEST FOR PROPOSAL

RFP # 6352

Welfare Reform / Jobs Education and Training (JET) Program

Prepared by:

Washtenaw County Purchasing
Administration Building
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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

August 1, 2007

Washtenaw County Purchasing Division on behalf of Washtenaw County ETCS (Employment Training and Community Services) is seeking proposals for the 2007 – 2008 Welfare Reform/JET (Jobs Education and Training) Program.

Sealed Proposals: Please submit one (1) original and three (3) copies to the following address and due date:

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

By Monday, August 20 at 4:00 PM

A pre-bidders conference is scheduled for Monday, August 13, 2007 at 1:00 PM at the Washtenaw County Human Services building, 555 Towner, Ypsilanti, Room 107.

This submission shall include the entire Request for Proposal document 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 # 6352.

- Please direct any technical questions regarding this RFP to Rana Al-Igoe, (734) 544-2953 or aligoer@ewashtenaw.org
- Please direct procedural questions regarding this RFP to Anne Strieter at (734) 222-6760 or strietera@ewashtenaw.org.

RFP# 6352 Welfare Reform/JET Program

I. PROPOSAL

Definitions:	"County"	is Washtenaw County in Michigan.
	"MWA"	Michigan Works! Agency
	"Bidder"	an individual or business submitting a bid to Washtenaw County
	"Contractor"	One who contracts to perform work or furnish materials in accordance with a contract

Introduction:

Washtenaw County ETCS in conjunction with the Washtenaw County Workforce Development Board is requesting proposals for the provision of Welfare Reform/JET (Jobs Education and Training) Program services, which will operate upon approval from October 1, 2007 through September 30, 2008. The County has sole discretion to extend this contract for one additional year.

Welfare Reform funds are allocated by the State of Michigan to local Michigan Works! Agencies (MWA) of which Washtenaw County, Michigan is one. Welfare Reform programs in the Washtenaw County MWA are managed by a partnership of the County Board of Commissioners (Board) and the Washtenaw County Workforce Development Board (WDB). Washtenaw County ETCS administers the programs.

The Administrative Entity of ETCS reviews proposals submitted in accordance with the Evaluation Criteria Specifications included in this Request for Proposal. Qualifying bidders will proceed to the negotiation process with approval of the Washtenaw County WDB. Washtenaw County will enter into a contract upon completion of successful negotiations.

Service providers will be selected in accordance with the Michigan Department of Labor and Economic Growth (MDLEG) directive on procurement and local policies.

Program Overview:

JET is designed to provide welfare applicants, recipients, non-custodial parents and non-cash recipients a connection to the labor market resulting in unsubsidized employment that leads to self-sufficiency. The Michigan Department of Human Services (DHS) and the Friend of the Court (FOC) are the customer referral source for this program.

The Washtenaw County MWA host weekly orientations that explain the services provided to help them become self-sufficient. The MWA staff will conduct separate orientations for individuals referred by the FOC for non-custodial parents and DHS referrals for the Food Stamp Employment and Training Program. FOC referrals may consist of individuals who are in arrears for court ordered child support due to lack of employment and whose children are receiving FIP benefits. DHS may also refer 18 through 49-year-old able-bodied adults without dependents who are food stamp recipients.

RFP# Welfare Reform/JET Program

Services to Welfare Reform/JET participants must include the following:

Orientation

Assessment for basic skills, employment related skills and work history

Supportive services: assessing barriers to employment and processing appropriate and allowable supportive services. Tracking supportive services on an individual basis to ensure local limits are not exceeded;

Case Management: including, but not limited to, maintaining daily attendance logs; documenting employment interviews and the results of the interviews; documenting counseling conferences with participants; noting and logging phone communication with participants; researching and processing employment related support services that address participant barriers;

Management Information System: developing and updating of Individual Service Strategies, case notes and data entry to maintain information related to enrollment in employment activity, termination to employment, job retention, and any other required information on a timely basis;

Job Club/Job Search: structured job search and placement activities. Program participation in Job Club/Job Search must meet Federal work participation rates. If at the end of the Job Club/Job Search assignment the participant has not found employment, they will be reassessed and transferred to another component depending on assessment results. This activity may be conducted in a group or individual basis to accommodate participants who are in school or in another appropriate activity and are unable to participate in the regularly scheduled Job Search/Job Club.

Placement Assistance and follow up – placement assistance will be provided to participants through collaboration with the Business Services Unit at the Michigan Works! Service Center (MWSC). Enhanced post-employment Services will be offered for a minimum of 180 days after their initial employment placement. Participants will receive services to increase job-retention and long-term compliance with the self-sufficiency plan.

In an effort to address the individual needs of the Welfare Reform population, additional programs and activities have been designed and may be offered on a case-by-case basis:

Unsubsidized Employment - some clients may require minimal intervention and after an in-depth assessment to identify and eliminate barriers, be referred directly to an employer.

Subsidized Private and Public Sector Employment – The individual is an employee of the employer. The wages are supported by TANF funds. This activity will be limited to 4 weeks only and only used with a reasonable assurance that the participant will remain employed after completion of this 4-week period.

RFP# Welfare Reform/JET Program

Work Experience - The Work Experience Program (WEP) is an unpaid training assignment for individuals who lack previous employment experience and/or job readiness and who are difficult to place in unsubsidized employment. The goal of the WEP is to improve skills, attitudes, and the general employability of these individuals.

WEP is intended to benefit participants by providing them with short-term, on-site work experience, which will add to their appeal as potential employees and help them maintain employment once job placement has occurred. Welfare Reform participants may not be placed in a WEP until they have completed the required amount of job search activities (i.e., tested the labor market for 30 days).

WEP assignments will be short term. Periodic evaluations shall be done in order to assess the effectiveness of training assignment(s) and the readiness of the participant for full-time unsubsidized employment. Weekly attendance reports must be maintained to ensure that participants are meeting their federal work participation requirements.

On-the-Job Training (OJT) - for clients identified as appropriate, a customized on-the-job training position will be developed by the placement staff in an occupation requiring hands-on training. The training is provided while the individual is employed for a period not to exceed 6 months or 1040 hours. The training costs will be reimbursed to the Employer through TANF funds. The employer is expected to retain the employee after the training period.

Job Search and Job Readiness Assistance - programs designed to help participants become familiar with general workplace expectations and learn behaviors and attitudes necessary to compete successfully in the labor market. This will include job clubs, counseling and job-seeking skills training as defined below:

Community Service Programs - in conjunction with various community agencies, appropriate individuals will participate in projects, which serve a useful purpose for the community or public interest such as health, social services, environmental protection, education, urban and rural development. The goal of the Community Service Program is to improve skills, attitudes and the general employability of individuals.

Providing childcare services to an individual who is participating in a Community Service Program - providing childcare to enable another TANF recipient to participate in a Community Service Program. Participants in this activity shall be supervised on an ongoing basis no less frequently than daily. It does not include providing childcare to enable a TANF recipient to participate in any of the other 11 allowable work activities. Childcare provided to TANF recipients (and others) in other activities typically involves payment for services rendered and would be classified as unsubsidized employment. This activity must be implemented responsibly. Since assistance is time-limited, staff should ensure that the activity is effective in helping move the provider toward self-sufficiency. Training, certification, or mentoring will help make the activity meaningful and could be a first step toward the provider's employment in the childcare field.

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Condensed Vocational Education - A short term (not to exceed six-months) vocational program that requires a minimum of 30 hours of classroom time per week. The program must be occupationally relevant and in demand. Participants must also demonstrate sufficient progress in the program.

Participants may not be enrolled in more than one condensed vocational program during their lifetime. A participant may not be enrolled in any PET program if they have been or are enrolled in a condensed vocational program.

Vocational/Occupational Training - An occupationally relevant training component, which consists of training programs that may be up to 12 months in duration.

Secondary Education – Classroom training attendance in high school or in a course of study leading to a certificate of general equivalence degree (GED) by a participant who has not completed secondary school or received such certificate.

Job Skills Training - a classroom activity (a non-occupational training) for participants who have a specific barrier to employment but who have received a high school diploma or GED. Examples include English as a Second Language, basic math, and remedial education.

Education Directly Related to Employment - a classroom activity (a non-occupational activity) for participants who have received a high school diploma or GED. Examples include English as a Second Language, basic math, and remedial education.

Internships, Practicum, and Clinics - Full-time internships, practicum's, or clinicals required by an academic or training institution for licensure, professional certification or degree completion. Program must be occupationally relevant and in demand. Participant must also demonstrate sufficient progress.

Participants who have completed their assigned activity and are not employed will be reassessed in order to determine the appropriate next step.

Proposal Terms:

- A. 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.
- B. 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.

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- C. The price quotations stated in the bidder's proposal will not be subject to any price increase from the date on which the proposal is opened at the County Purchasing Office to the mutually agreed-to date of contract.
- 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, addenda will be provided. Deadlines for submission of the RFP's maybe adjusted to allow for revisions. The entire proposal document with any amendments should be returned. To be considered, original proposal and two copies must be at the County Purchasing Division on or before the date and time specified.
- F. Implementation and funding of any program is subject to regulations, policies and funding allocations from the United States Government, the State of Michigan and/or rescissions by Congress. ETCS will provide notice of any changes affecting your approved program.
- G. Proposals should be prepared simply and economically providing a straight-forward, concise description of the vendor's ability to meet the requirements of the RFP. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

Type of Contract:

- A. The proposal is for a cost-reimbursement contract. All contracts shall be enforced as performance agreements and will be negotiated to determine reasonableness of cost. All proposals must contain a line item budget in sufficient detail to justify all costs to program activities and shall include a written cost allocation plan for any joint and/or shared cost. All costs shall be supportable and subject to a cost/price/benefit analysis.
- B. The Federal, State and Local Program Guidelines relative to Conflict of Interest will be effective throughout all phases of this procurement process.
- C. The time period for contract activities conducted under this RFP is through September 30, 2008. The County has sole discretion to extend this contract for one additional year. Program activities may not begin before completed negotiations and contract authority to incur cost.

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Proposal Format:

In order to be considered for funding, all proposals must be arranged in the following format and contain all of the following elements or the proposals will be deemed non-responsive.

- Proposal Cover Sheet
- Signature Page
- Bidder Background (Attachment A)
- Program Narrative
- Monthly Expenditure and Participant Plan
- Budget (Attachment B)
- Worksheet for Staff Wages (Attachment C1)
- Certification Regarding Debarment and Suspension (Exhibit 1)
- Certification Regarding Lobbying (Exhibit 2)

II. BIDDER SPECIFICATIONS

- A. The organization must be capable of supporting its own operation. It is the general policy of the MWA not to give advance payments. Special requests will be considered, however, and financial stability of the organization must insure that any advance is supported by actual expenses or performance.
- B. All proposed program costs must be reasonable, allocable, necessary to achieve program goals, and in accordance with federal, state and local policy and the terms of ETCS contracts. Any cost which does not meet all of the above criteria cannot be approved either for inclusion in the contract budget or for reimbursement. Such disallowed costs are the sole responsibility of the bidder.
- C. Contractor's financial management systems must comply with federal and state accountability standards. All costs reimbursed by the County will be subject to audit in accordance with the Single Audit Act requirements for state and local, as well as non-profit organizations, colleges, universities and other eligible programs.
- D. The Contractor shall be responsible for the provision of appropriate Welfare Reform services. The Contractor shall follow the principles of Equal Opportunity and Affirmative Action in the selection and enrollment of, as well as, in all subsequent dealings with participants.
- E. All organizations receiving Welfare Reform/JET awards will be required to submit copies of a number of documents and forms which may be necessary for award finalization, including but not limited to the following:
 1. Audits and Financial Statements
 2. Articles of Incorporation
 3. Licenses as applicable
 4. Insurance Certificates as required
 5. Staff job descriptions and qualifications

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F. Bidder Background: Complete Attachment A

III. PROGRAM NARRATIVE

The Contractor will provide a narrative that details sufficient understanding of the work to be performed, the needs of the participants and the desired results. The Narrative will explain how the agency proposes to meet program outcomes.

Answer your responses according to the following format. It is the responsibility of the proposing agency to address any and all program requirements

- A. Orientation: Washtenaw County ETCS/Michigan Works! Agency, provides orientations to our customers. The purpose of the orientation is to explain the services provided to assist them in becoming self-sufficient.
- B. Assessment: describe the assessment process that will be utilized to meet the requirements under Welfare Reform/JET: participant's skills, prior work experience, employability and supportive service needs including additional barriers that could be addressed through One-Stop collaboration.
- C. Individual Service Strategy: describe how you will set fourth a mutually developed action plan with the participant based on the evaluation of Objective Assessment data that will lead to the attainment of program goals.
- D. Management Information System (MIS): describe your agencies past experience and ability to maintain the State's MIS system, enter data timely and accurately and coordinate with DHS to ensure accuracy.
- E. Case Management: describe your process of case management that will follow the participant's progress through the program. Describe how you will train staff on what are appropriate case notes.
- F. Program Activities: describe your program design that includes all allowable Welfare Reform activities designed to address the individual needs of the participants including placement assistance and follow-up.
- G. Program Outcomes: describe the strategies to obtain "full enrollment" of DHS referrals for Welfare Reform, Welfare to Work, non-cash recipients, Food Stamps and FOC referrals. Describe the strategies to obtain "full enrollment" into post-employment training opportunities.
- H. Collaborations: describe your collaboration with partnering agencies and programs within the One-Stop. Include your participation on teams, in workshops and in job fairs. Discuss linkages within your own agency or with other agencies that will result in additional assistance or services to participants. Describe the coordination and integration of the proposed program with those of Post Secondary Education, Vocational Technical Education, Carl Perkins, No Worker Left Behind and other Education/Job Training Programs.

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Staffing:

- A. Include a description of the proposed staffing that will be charged in whole or in part to this proposed project. Explain how the proposed staff has the expertise necessary to implement, execute and successfully complete the proposed project. Describe your agencies procedures on orienting and training new employees on an on-going basis for both program guidelines and the local MWA policies and procedures.
- B. The Washtenaw County Michigan Works! Service Center will operate five (5) days per week and must be staffed Monday, Wednesday and Friday 8:00 AM to 5:00 PM and on Tuesday and Thursday 8:00 AM to 8:00 PM. Describe how your agency will assist the MWSC partners in staffing the two evenings. The MWSC Center may only close on State recognized legal holidays as listed:
 - Veteran's Day
 - Thanksgiving Day and day after
 - Christmas Eve
 - Christmas Day
 - New Year's Eve
 - New Year's Day
 - Martin Luther King, Jr. Day
 - President's Day
 - Half-day Good Friday
 - Memorial Day
 - Independence Day
 - Labor Day

Fiscal:

- A. Administrative costs refer to the costs of managing the proposed program. Administrative costs shall be that portion of necessary and allowable expenditures that are not directly related to the provision of services and otherwise allocable to other costs categories.
 - All activities that are conducted to coordinate and exchange information with other programs to assist eligible individuals;
 - All direct and indirect costs associated with the management of the program
 - Indirect administrative costs, which represent the general management and support function of an organization. Included are salaries, fringe benefits, related materials and supplies, equipment, office space, staff training and travel of administrative personnel (those engaged in executive, fiscal, personnel, legal, audit, procurement, data processing, communications, maintenance and similar functions); and,
 - Direct administrative costs, which are comprised of goods and services, which neither contribute to the general management and support functions of an organization, nor directly and immediately affect participants. Included are salaries, fringe benefits, and related materials, supplies, equipment, space, utilities, travel and all costs of clerical personnel of direct program administrative positions such as supervisors, program analysts, and labor market analyst and project directors.

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- B. Direct client services costs are costs associated with the delivery of, but are not limited to, the following direct client services:
- Orientation
 - Assessment
 - Development of Individual Service Strategy
 - Job Search and Job Readiness
 - Unsubsidized Employment
 - Subsidized Private Sector Employment
 - Work Experience
 - On-The-Job Training
 - Community Service Programs
 - Condensed Vocational Training
 - Secondary Education
 - Jobs Skills Training
 - Education Directly Related to Employment
 - Internships, Practicum's and Clinicals
- C. Budget and Staff Wages: **Complete Attachments B and C1**
- D. In-Kind Contribution: Attach a description of services, materials, equipment, etc. to be provided to the program by your agency at no charge to Washtenaw County ETCS. Include the approximate dollar value of each.
- E. Certification Regarding Debarment and Suspension: **Sign and Date Exhibits 1 and 2**

IV. CONTRACT PROVISIONS

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

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to the Washtenaw County ETCS Director 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.

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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 October 1, 2007 and ends on September 30, 2008. The County has sole discretion to extend this contract for one additional year.

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.

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2. 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 may be subject to the approval of the Washtenaw County Administrator, if requested by the 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. 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.

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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 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 \$10.19 per hour with benefits or \$11.95 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, 2008 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 - 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.

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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.

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.

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 Contractors' qualifications and capabilities to provide the specified service, and other factors which the County may consider. The County does not intend to award a contract 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 contract would be awarded, and negotiations would be undertaken with that contractor whose proposal is deemed to best meet the County's specifications and needs.

The County plans to evaluate the bids based on the criteria in this RFP. Then award to the vendor that has the highest percentage.

Term of Contract:

The term of this contract is from October 1, 2007 through September 30, 2008. The County has sole discretion to extend this contract for one additional year.

Cost of RFP:

The County will not be liable for any costs associated with the preparation, transmittal, or presentation of any materials submitted in response to this RFP.

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VI. EVALUATION CRITERIA

All proposals must be assembled according to the format outlined in the **Proposal Format** Section on page 6 of this RFP. This format is part of the proposal review criteria listed under Technical Correctness. Failure to adhere to this outline will result in point reduction and could jeopardize a favorable or competitive rating. Proposals received in response to this RFP will be reviewed and scored in the following categories:

CATEGORY	NUMBER OF POINTS
<i>Technical correctness</i>	15
<ul style="list-style-type: none">○ Proposal is complete, all questions answered and All attachments included○ Proposal submitted in correct format with requested Number of copies○ Proposal language is concise and does not reiterate RFP language	
<i>Demonstrated past performance</i>	10
<ul style="list-style-type: none">○ Success of agency in providing employment & training Services or experience and management capabilities of First time proposing agency.	
<i>Organizational Capacity</i>	30
<ul style="list-style-type: none">○ Staffing is adequate to deliver comprehensive Services to proposed number of customers○ Management plan is adequate to ensure Contract/program compliance○ Collaboration narrative demonstrates an understanding Of One-Stop customer service goals and community Awareness	
<i>Program design</i>	40
<ul style="list-style-type: none">○ Narrative demonstrated an understanding of the work To be performed, the needs of the participants and the Desired results○ Outreach and recruitment acceptable○ Meeting or exceeding Performance Indicators○ Meeting or exceeding Enrollment Goals	
<i>Budget Consideration</i> will be evaluated for cost per participant.	5
	<hr/>
TOTAL POINTS AVAILABLE	100

RFP# Welfare Reform/JET Program

SIGNATURE PAGE

_____ Signature	_____ Company Name		
_____ Print Name	_____ Company Address		
_____ Title	_____ City	_____ St.	_____ Zip
_____ Telephone #	_____ Fax #		
_____ Email Address	<u>CHECK ONE</u>		
_____ Federal Tax ID #	Partnership	_____	
_____ Purchase order email address	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.

RFP# Welfare Reform/JET Program

ATTACHMENT A

Bidder Background

1. Public/Private Status

Public Private Non-Profit Private for Profit

2. Federal I.D. Number _____

3. Type of Business Organization

Sole Proprietorship Partnership
 Corporation Public Agency

4. The agency is established in accordance with State statutes and is authorized to conduct business in the State of Michigan?

Yes No

5. Provide a brief overview of the applicant agency. Include its mission, purpose, and any experiences and/or capabilities that it may have had in operating employment and training programs or similar training programs:

6. What is your total estimated agency budget?

7. If this proposal is funded, what percentage will it provide of your agency's total income from all sources? _____

8. Has your agency been audited by any agent within the last three years?

Yes No

9. For all audits identified above, indicate what action has been taken in regard to the letters and opinions?

RFP# Welfare Reform/JET Program

10. Has your agency had any contracts (JTPA, WIA, Welfare Reform or other) that were either not renewed or terminated since July 1, 1988?
 Yes No

If yes, provide a brief explanation of what changes are being proposed to overcome deficiencies of problems identified with previous contracts.

11. Indicate the agency's experience over the past four years (1997- 2000) in reference to the following items:

- a. Were grievances or complaints filed against the organization (not including discrimination)? Yes No
- b. Were lawsuits or judgments filed? Yes No
- c. Were there investigations of fraud, abuse, conflict of interest, political activities, nepotism, or any criminal activities?
Yes No
- d. Was there a default or breach of contract? Yes No
- e. Was bankruptcy or receivership by this organization or a parent organization declared? Yes No
- f. Were there any discrimination complaints or rulings against the agency?
 Yes No

If any one of the above occurred, information must be provided which should include at a minimum:

- Date item checked was initiated
- Party or parties involved with specific reference to Welfare Reform or other federal funds
- Brief description of the circumstances
- Final disposition and date
- A brief explanation if action is still pending

The information above must be included as an addendum and may be submitted as a table, if desired. Failure to include the above information, to provide false information or to omit relevant information may be grounds for not awarding a contract or canceling a contract if awarded.

12. Describe the overall management of the project. Identify the fiscal agent's capability to administer and be accountable for Federal and State funds.

RFP# Welfare Reform/JET Program

ATTACHMENT B

Budget

Line Item	A. Total Cost (B + E = A)	B. Total Contract Cost (C + D = B)	C. Admin.	D. Program Services	E. In-Kind Contribution
Staff Wages*					
Staff Fringes**					
Staff Travel					
Communications (Postage & Telephone)					
Facilities Rent/Usage					
Facilities Maintenance					
Consumable Materials and Supplies					
Instructional Materials**					
Equipment Lease/Usage**					
Equipment Maintenance					
Insurance**					
Other**					
Total					

*Complete the Worksheet on Staff Wages

**Provide detailed information supporting costs

***Identify other sources

RFP# Welfare Reform/JET Program

ATTACHMENT C

EXPLANATION OF WORKSHEET FOR STAFF WAGES

This form is designed to give specific information about the contractor's staff necessary to operate the Welfare Reform/JET Program. It is to be submitted with to Washtenaw County ETCS for approval. The worksheet also tells the ETCS office how each staff position spends 100% of his/her time.

Salaries and wages paid to employees of the contractor for full- and part-time work, including overtime, is to be considered when computing staff wages. Also include payment for time not worked, including sick leave, vacation, holidays and other paid absences (jury duty, military duty, etc.). Consideration should be given to anticipated increases or decreases in the number of employees, deductions and withholdings, and changes in group insurance and other benefit plans that are deducted from the employees pay.

1. STAFF POSITION - enter the title of each staff position whose salary is being paid out of this contract.
2. NUMBER OF PAY PERIODS - enter the number of pay periods of each staff position that will be paid out of the contract.
3. PAY PER PERIOD - enter the total amount of salary earned from all sources for the position indicated regardless of the percentage of salary paid out of the contract.

EXAMPLE: Total salary of instructor is \$400 per week with 10% of the salary paid from the Welfare Reform contract. A figure of \$400 should be entered. Indicate the hourly rate x number of hours worked per week for each position, such as \$10 x 40 = 400.

4. PERCENT - enter the percentage of time that the position will devote to this project.
5. AMOUNT - enter the total Welfare Reform cost of each staff position by cost category. (Formula: # of pay periods x pay per period x % for each cost category).
6. NON-WELFARE REFORM/JET FUNDS - enter the percentage of pay allotted to non-Welfare Reform/JET activities.

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EXHIBIT 1

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION; PRIMARY TRANSACTIONS AND LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160 - 19211).

(BEFORE SIGNING CERTIFICATION, READ ATTACHED INSTRUCTIONS, WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative:

Signature

Date

RFP# Welfare Reform/JET Program

EXHIBIT 2 Certification Regarding Lobbying

Certification of Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by, or on behalf of, the undersigned, to any person for influencing, or attempting to influence, an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		TITLE	
APPLICANT ORGANIZATION		DATE SUBMITTED	