

BIDDERS COMPANY NAME

# REQUEST FOR PROPOSAL

## #6500

### Wagner – Peyser Employment Services For Washtenaw County Area

Prepared By:

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

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**WASHTENAW COUNTY  
Finance Department**

Purchasing Division

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

**REQUEST FOR PROPOSAL #6500**

October 15, 2009

Washtenaw County Purchasing Division on behalf of Washtenaw County Employment Training and Community Services (ETCS) is seeking proposals for for the Wagner – Peyser Employment Services in the Washtenaw County area.

**Sealed Proposals:** Vendor will deliver one **(1) original** and **(5) five copies** which is clearly marked as such and must contain original signature(s) to the following address:

**Washtenaw County  
Administration Building  
Purchasing Division  
220 N. Main St. Room B-35  
Ann Arbor, MI. 48104**

**by 3:30 pm on Friday, October 30, 2009**

A **voluntary pre-bidders conference** will be scheduled for Friday, October 23, 2009 at 1:00 pm at ETCS Administrative Office, Alpha Level, Key Bank Building, 301 W. Michigan Avenue, Ypsilanti, MI 48197.

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 quote 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 # 6500".
- Please direct purchasing and procedural questions regarding this RFP to Anne Strieter at (734) 222-6749 or email [strietera@ewashtenaw.org](mailto:strietera@ewashtenaw.org)
- Please direct specific technical questions regarding this RFP to Rana Al Igoe at (734) 544-2953 or email [aligoer@ewashtenaw.org](mailto:aligoer@ewashtenaw.org)

**Table of Contents**

		<b>Page Number</b>
<b>Section I</b>	<b>General Information</b>	<b>1</b>
<b>Section II</b>	<b>Evaluation Criteria</b>	<b>4</b>
<b>Section III</b>	<b>Program Information</b>	<b>5</b>
<b>Section IV</b>	<b>Proposal Terms and Conditions</b>	<b>9</b>
<b>Section V</b>	<b>Contract Provisions</b>	<b>10</b>
<b>Section VI</b>	<b>Proposal Format</b>	<b>17</b>
	<b>Signature Page</b>	<b>21</b>
<b>Attachment A</b>	<b>Bidder Background</b>	<b>22</b>
<b>Attachment B</b>	<b>Budget</b>	<b>24</b>
<b>Attachment C</b>	<b>Staff Wages</b>	<b>26</b>
<b>Attachment D</b>	<b>Merit Staffing System Certification Form</b>	<b>27</b>
<b>Attachment E</b>	<b>Certification Regarding Lobbying</b>	<b>28</b>

**Section I      General Information**

**Definitions**

"Bidder"            an individual or business submitting a bid to Washtenaw County  
"Contractor"      One who contracts to perform work in accordance with a contract  
"County"           is Washtenaw County in Michigan  
"ES"                Employment Services  
"MWA"             Michigan Works! Agency

**RFP Timeline**

October 19, 2009      Release of Requests for Proposals

October 23, 2009      Pre-bidders' Conference  
1:00 PM                Washtenaw County MWA/ETCS Administrative Offices  
Key Bank Building, 301 West Michigan Avenue, Ypsilanti, MI 48197  
Alpha Level Conference Room

October 30, 2009      Proposals due to the Washtenaw County Purchasing Department  
3:30 PM                Room B-35, Lower Level, P.O. Box 8645  
220 North Main Street  
Ann Arbor, MI 48107-8645

**Purpose**

Washtenaw County ETCS is requesting proposals for the provision of labor exchange services to employers and job seekers in the Washtenaw County area. Funding for workforce programs are authorized by the United States Department of Labor's (USDOL's) Employment and Training Administration (ETA). ETCS administers workforce programs in Washtenaw County, and is also referred to as the Michigan Works! Agency (MWA). Funds are distributed through the State of Michigan's Department of Energy, Labor and Economic Growth (DELEG) and allocated to local Michigan Works! Agencies (MWAs), including the Washtenaw County MWA/ETCS.

The administrative entity of ETCS reviews proposals submitted in accordance with the Evaluation Criteria Specifications included in this Request for Proposal (RFP). Qualifying bidders will proceed to the negotiation process with approval of the Washtenaw County Workforce Development Board (WDB). Washtenaw County will enter into a contract upon completion of successful negotiations. Contracted services or activities will be expected to produce a qualified labor pool allowing job seekers to transition to employment as quickly as possible, yet have the opportunity to access services to improve income and/or advance in their careers.

The Washtenaw County MWA/ETCS reserves the right to make necessary changes or adjustments on any statements made in this RFP upon receiving guidance from the USDOL or DELEG. If any additional information is received by the MWA/ETCS that fundamentally alters the description provided in this RFP, the MWA/ETCS will provide written notification to each agency that has expressed interest in receiving updates regarding this RFP.

## **Introduction**

The federal Wagner-Peyser Act of 1933 established the United States Employment Services (ES) to provide a nationwide labor exchange system. ES is administered in each state by State Employment Security Agencies. In Michigan, ES is administered by the Department of Energy, Labor and Economic Growth (DELEG). Locally, ES is managed by the Washtenaw County MWA/ETCS. The main purpose of the ES Program is to provide labor exchange services to businesses and job seekers. It does this by focusing on a variety of employment-related services including, job search assistance, job referral, placement assistance, re-employment services to unemployment insurance claimants, and recruitment services to employers.

The Washtenaw County Workforce Development Board (WDB) encourages partnering and collaboration to deliver the most effective services to have the greatest possible community impact. If your proposal involves a partnership, you should provide a letter of agreement generally outlining the partnership and the activities or services of each of the partners. Before funding, partnerships will have to be firmly established by means of formal Memorandum of Understanding (MOU). The MOU, whether developed as an umbrella agreement with a variety of agencies, or independently with a particular partner must contain, at a minimum, the following information:

- A description of what customer services will be provided by each partner
- How the costs of services and operating costs of the partnership will be funded
- Method of referral between partners
- Duration of the Memorandum and procedures for amending the Memorandum
- Other provisions as agreed upon by the parties to the MOU

In the interest of maximizing available funds, the WDB encourages proposals that reduce levels of overhead/management systems that will result in a more streamlined and efficient structure aimed at increasing services. Contracted services will be expected to generate an opportunity for job seekers to access services to improve income and/or advance in their careers and employers to access a qualified labor pool.

## **Eligible Bidders**

Eligible applicants for providing ES include government merit-staffed state employees, which include employees of the State of Michigan, local units of government, special purpose units of government, school districts, intermediate school districts, public community colleges and public colleges and universities. Standards for merit staffing are defined in Federal Regulation 5 CFR 900.603. A Merit Staffing System Certification Form must be signed by an official authorized to bind the proposing agency and submitted with this proposal.

## **Contract Award(s)**

The administrative entity of ETCS reviews proposals submitted in accordance with the Evaluation Criteria Specifications included in this RFP. Service provider(s) will be selected in accordance with the DELEG directive on procurement and local policies. Selected service provider(s) must comply with all Wagner-Peyser programmatic requirements including legislation and federal, state and local regulations and policies. With approval of the Washtenaw County WDB, qualifying bidders will proceed to the negotiation process. Upon completion of

## RFP 6500 Wagner – Peyser Employment Services for the Washtenaw County Area

successful negotiations, Washtenaw County will enter into a contract with the approved bidder(s).

In addition to adequately addressing the questions posed by this RFP and proposing to meet or exceed the performance standards, proposals will be evaluated and selected based on reasonableness and competitiveness. Reasonableness and competitiveness will be determined by, but not limited to cost, current and/or past performance (if applicable) and comparison with other proposals.

### **Type of Contract**

The time period for contract activities conducted under this RFP is from January 1, 2010 through June 30, 2010. The County has sole discretion to extend contracts for up to two (2) additional years contingent upon funding availability and contractor performance. Activities may not begin before completed negotiations and contract authority to incur cost.

Contract(s) awarded based on proposals received in response to this RFP are contingent upon the Washtenaw County MWA/ETCS receiving adequate funds from the DELEG and the ability to negotiate a contract within the financial and programmatic limitations imposed, contractor performance, and determinations of needs, services, activities, and delivery methods. All contractors funded under this proposal will be funded under the authority granted by the respective legislation, regulation and state policy.

The proposal is for a cost-reimbursement contract. All contracts 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.

Reductions of the budget level may be considered during the course of the contract if and when a contractor fails to meet expenditure, participant, and/or outcome goals; or upon notification from the MDELEG of a funding reduction.

Federal, state and local program guidelines relative to Conflict of Interest will be effective throughout all phases of this procurement process.

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

**Section II Evaluation Criteria**

All proposals shall be submitted in *no less than* 11 size font with 0.70 inch margins. Paragraph lines shall be single-spaced on 8 ½ x 11 inch paper.

Proposals received in response to this RFP will be reviewed and scored in the following categories:

Category	Number of Points
Technical correctness <ul style="list-style-type: none"> <li>• Proposal is complete, all questions answered and all attachments included</li> <li>• Proposal submitted in correct format with requested number of copies</li> <li>• Proposal language is concise and does not reiterate RFP language</li> </ul>	15
Demonstrated past performance <ul style="list-style-type: none"> <li>• Success of agency in providing employment and training services or experience and management capabilities of first time proposing agency</li> </ul>	10
Organizational Capacity <ul style="list-style-type: none"> <li>• Staffing is adequate to deliver comprehensive services to proposed number of customers</li> <li>• Management plan is adequate to ensure contract/program compliance</li> <li>• Collaboration narrative demonstrates an understanding of One-Stop customer service goals and community awareness</li> </ul>	30
Program design <ul style="list-style-type: none"> <li>• Narrative demonstrated an understanding of the work to be performed, the needs of the participants and the desired results</li> <li>• Outreach and recruitment acceptable</li> <li>• Meeting or exceeding performance indicators</li> <li>• Meeting or exceeding enrollment goals</li> </ul>	40
Budget Consideration	5
<b>Total Points Available</b>	<hr style="border-top: 3px double #000;"/> 100

### Section III Program Information

#### Overview

The Employment Services (ES) program serves employers and job seekers under the direction of DELEG through grants to local Michigan Works Agencies (MWAs) administered locally by the Washtenaw County Michigan Works! Agency (MWA)/ETCS and the Workforce Development Board (WDB). Contractor responsibilities listed in this document are responses of the Washtenaw County MWA/ETCS to mandates of DELEG for the establishment and implementation of the ES program in Washtenaw County.

The Workforce Investment Act (WIA) of 1998 mandated that ES become part of the One-Stop system. The basic premise behind the One-Stop system for delivering employment and training services is that *customers should be able to access all major workforce development/economic development services through a single point of entry*. Through this universal system, employers, employees and the un-or-under-employed will find access to needed services

The basic services that will be made available to all system customers include:

- Self-registration for employment or training services
- Career and labor market information, through technology or printed materials
- Automated local agency/service resource directory
- Occupational training information, including course/program descriptions, times offered, placement rates, qualifications, etc.
- General financial aid information
- Self-assessment instruments for occupational interests and skills
- Access to resume software
- Access to listing resume on electronic talent banks
- Access to local, regional, state or national job listings
- Information regarding work place accommodations for persons with disabilities
- Intake/registration that suffices for Employment Service (ES) registration, as providing the beginning data collecting for other programs such as the Workforce Investment Act (WIA) or Jobs, Education and Training (JET) programs
- A consolidated employer services through a single point of contact or other integrated method to include the following:
  - Finding qualified workers
  - Identifying training needs and developing training plans
  - Information about safety assessments and training
  - Labor market analysis
  - Consultations on workplace accommodations for persons with disabilities
  - Business retention and expansion
  - Employee upgrading
  - Providing access to federal and state training and incentive programs

The One-Stop Service Center, or Michigan Works! Service Center (MWSC) aids employers in finding qualified candidates for job openings and assists job seekers in getting the necessary services to upgrade skills and find good jobs. In addition to serving employers and job seekers, the MWSC serves as a focal point for convening other partners to assist in serving the workforce needs of Washtenaw County. Beyond the physical Service Center, the One-Stop system consists of other tools and products, including a self-service labor exchange system,

website access to services and information and initiatives that help develop a world class workforce.

Each contractor as a MWSC Provider will act collaboratively with other One-Stop partners to provide seamless services to all customers. While separate provider(s) may deliver services at the MWSC, all partners physically housed at the Center have a shared responsibility to ensure that all customers are received and afforded services at the highest level possible. Partner agencies, individually and collectively, establish the “character” of the MWSC. So to ensure that the MWSC maintains a character that is highly respected by customers and peers, each partner is expected to assist in delivering the highest quality customer service, particularly in situations of peak customer demand or as assistance may be requested by the Washtenaw County Michigan Works! Agency (MWA)/ETCS.

### **Project Scope**

This project will require a Contractor who will bring a high *value added* performance to local workforce development systems. Major changes are being made including a move to a new facility and a transition in the service delivery model. The Washtenaw County MWA/ETCS is seeking a Contractor who is capable and inventive to join in the ongoing planning and implementation of an employer driven workforce development system.

The Washtenaw County MWSC provides services to all employers and strives to identify and meet the needs of all employers. It is positioned to service employers covering wide ranges of size, industry, location and requirements. It is anticipated that the Contractor will devote resources and efforts in developing new, effective and valuable relations with employers. The ability to succeed in servicing the employer customers is a critical component to achieving success with the job seeking customers.

Based on historical data, it is anticipated that the Washtenaw County MWSC will service over 100,000 employers and job seekers per year.

The Michigan Talent Bank (MTB) is Michigan’s public labor exchange system. This system provides a customer direct access to a self-service database, using the Internet.

### **Contractor Responsibilities**

The Contractor will comply with all Michigan Department of Energy, Labor and Economic Growth (DELEG) Policy Issuances, the Employment Services (ES) manual and performance measures as required by the DELEG.

The Contractor will be required to deliver the services outlined below at no cost to employers or job seekers.

#### **A. Basic Labor Exchange**

1. Oversee and assist workforce development partners in aiding job seekers in finding employment by providing access and direction in how to use the internet based labor exchange system, the MTB.

## RFP 6500 Wagner – Peyser Employment Services for the Washtenaw County Area

2. Provide job seekers access to automated labor market information, career information and specific job information for local, region-wide and state-wide employment opportunities.
3. Assist employers in filling jobs by providing access and direction in how to use the MTB.
4. Assist employers in locating prospective employees by providing referrals to employer job orders through a system of customer assistance services.
5. Facilitate the match between job seekers and employers through the MTB.
6. Provide access to the MTB to any job seeker or employer who wishes to participate.
7. Become thoroughly familiar with the MTB and the locally developed tracking system in terms of customer service and required federal, state and local reporting applications.
8. Participate in Michigan's component of the national labor exchange system by providing access to the MTB and receiving and forwarding to designated staff, for processing, certain interstate and intrastate job orders.
9. Provide customer service assistants in the MWSC.
10. Work with partner agencies to ensure the maintenance of standard business hours on a weekly basis and the ability to operate outside "normal" business hours.
11. Provide mediated services

### B. Unemployment Insurance Work Test

The Contractor shall oversee workforce development professionals' efforts to ensure that Unemployment Insurance (UI) claimants meet the work test requirements.

Meeting two requirements:

#### 1. ES Registration of Unemployment Insurance Claimants

The Unemployment Agency (UA) requires unemployment insurance claimants to personally register for ES, using the America's Talent Bank. The UA will provide claimants with forms instructing them to register for work and listing the locations where they may register. The contractor must provide the UA confirmation of the registration to meet timely benefit payment needs and Federal requirements by certifying and returning the form, within five (5) calendar days, to the originating Unemployment Agency office.

#### 2. Reporting Claimant non-compliance with the "available and seeking work" Requirement

The Contractor will report to the UA any specific evidence of a claimant's unavailability for or lack of seeking work. This is accomplished by completing a form and submitting in a timely manner to the UA. Customers receiving UI must reactivate their resumes in ATB every thirty (30) days.

### C. Operate the Local Component of the Employment Service (ES) Complaint System

Establish and maintain a complaint system, as mandated by federal ES regulations. This system must offer a formal mechanism for processing complaints from a customer who believes that his or her employment-related rights have been denied, or that he or she has been unjustly treated in an employment-related instance.

D. Operate the Local Component of the Federal Bonding Program

The Contractor will assist job seekers and employers in instances where employment is conditioned on the job applicant maintaining a fidelity bond and job seekers need assistance in obtaining the fidelity bond.

E. Ensure Veterans Priority and Preference

The Contractor will comply with the Jobs for Veterans Act Public Law 107-288 of 2002, Title 38 of United States (US) Code that requires US veterans and eligible persons must receive priority in vocational guidance, training and job placement services.

F. Operate the Reemployment Services Initiative

The Contractor will provide a variety of workshop to job seekers, including targeted UI Claimants. UI Claimants to be targeted will be those that are unlikely to return to their previous occupation due to a decline in their specific occupation/industry. Targeted occupations and/or industries in Washtenaw County have been in the manufacturing, automotive parts suppliers and information technology sectors. Workshops will include the following:

- 1) Assessments, such as TABE, NCRC and other self-assessments
- 2) Employer research including labor market information
- 3) Interviewing skills
- 4) Resume writing

Reporting/Financial/Administrative

The Contractor must ensure that a responsive and responsible accounting system is in place that utilizes generally accepted accounting principles.

The Contractor must provide all financial records for audit to a location within the Washtenaw County MWA/ETCS region for the convenience of its auditors and monitors. The Contractor must have the capability to provide timely and accurate participant and financial reports to the WDB, the DELEG and other local, state and federal organizations as appropriate.

The Contractor must ensure that an acceptable method exists to respond to disallowed costs that may be incurred by the Contractor. Expenditures found to be disallowed through monitoring or audit must be paid back from non-Wagner-Peyser funds.

**Section IV Proposal Terms and Conditions**

1. 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 bidder'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.
2. 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.
3. 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.
4. Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of ninety (90) days. Failure of the successful bidder to accept the obligation of the Bid may result in the cancellation of any award.
5. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of the RFPs may be adjusted to allow for revisions. The entire proposal document with any amendments should be returned. To be considered, one (1) original proposal and five (5) copies must be at the County Purchasing Division on or before the date and time specified in Section I of this RFP.
6. 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. The Washtenaw County MWA/ETCS will provide notice of any changes affecting your approved program.
7. Proposals should be prepared simply and economically providing a straight-forward, concise description of the bidder's ability to meet the requirements of this 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.

**Section V 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.

**ARTICLE III - REPORTING OF CONTRACTOR**

Section 1 - The Contractor is to report to Trenda Rusher, Executive Director and/or her designee, and will cooperate and confer with 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 01/01/10 and ends on 06/30/10.

**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. 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 thirty (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 – DEBARMENT AND SUSPENSION

By signing this Contract, Contractor assures the County that it will comply with Federal Regulation 45 CFR Part 76 and certifies that to the best of its knowledge and belief the Contractor and any subcontractors retained by Contractor:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or contractor;
2. Have not within a three-year period preceding this Contract 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;

3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in section 2, and ;
4. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state or local) terminated for cause or default.

#### ARTICLE XII – LOBBYING

By signing this contract, Contractor assures the County that it will comply with Section 1352, Title 31 of the U.S. Code (pertaining to not using federal monies to influence federal contracting and financial transactions). The Contractor assures the County that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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 the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant 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 grant or cooperative agreement, the Contractor shall complete and submit Standard Form - LLL, Disclosure of Lobbying Activities,” in accordance with its instructions;
3. This language shall be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

#### ARTICLE XIII - DRUG-FREE WORKPLACE

##### Grantees Other Than Individuals

- A. As required by the Drug-Free Workplace Act of 1988, the Contractor assures the County that it will or will continue to provide a drug-free workplace by:
  - a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - b) Establishing an on-going drug-free awareness program to inform employees about—
    - 1) The dangers of drug abuse in the workplace;
    - 2) The grantee’s policy of maintaining a drug-free workplace;
    - 3) Any available drug counseling, rehabilitation, *and* employee assistance programs; and

- 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
  - 1) Abide by the terms of the statement; and
  - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- e) Notifying the County, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the County;
- f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
  - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- g) Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

#### Grantees Who Are Individuals

As required by the Drug-Free Workplace Act of 1988:

- A. As a condition of the grant, the Contractor assures the County that it will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, the Contractor agrees to report the conviction, in writing, within 10 calendar days of the conviction, to the County.

#### ARTICLE XIV - FEDERAL PROCUREMENT STANDARDS

The Contractor assures the County that it will follow federal procurement standards as described in the Code of Federal Regulations section 2 CFR Part 215.4 when procuring goods or services with federal funds to insure that procurement decisions are made ethically and with free and open competition among those providing the goods or services.

ARTICLE XV - 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 XVI - 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 \$10.88 per hour with benefits or \$ 12.75 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, 2010 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 XVII - 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 XVIII - 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 XIX - 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 XX - 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 XXI - 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 XXII- PRACTICE AND ETHICS

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

ARTICLE XXIII- 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 XXIV - 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 XXV - EXTENT OF CONTRACT

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

## **Section VI 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.

### **Signature Page**

Complete the Signature Page. This page shall be the cover sheet for your proposal. Please do not include a cover letter and do not put the proposal in a notebook or binder.

### **Bidder Specifications**

1. The organization must be capable of supporting its own operation. It is the general policy of the Washtenaw County MWA/ETCS 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.
2. 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 the Washtenaw County MWA/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.
3. The 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.
4. The Contractor shall be responsible for the provision of appropriate Employment Services (ES). 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.
5. All organizations receiving ES 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:
  - a. Audits and Financial Statements
  - b. Articles of Incorporation
  - c. Licenses as applicable
  - d. Insurance Certificates as required
  - e. Staff job descriptions and qualifications
6. All proposers, excluding units of local governments and public schools, must provide a copy of incorporation papers. Minority-owned, female-owned or handicapper-owned business must provide documentation attesting to minority, female or handicapper ownership respectively. Proprietary, business or trade schools must provide documentation on licensing, accreditation and curriculum. Those proposals which do not include the required documentation will not be considered for funding.

Please complete Attachment A: Bidder Background

## **Executive Summary**

Provide a summary of your proposed program. The Washtenaw County Workforce Development Board (WDB) may review this summary. This summary should explain what your program will do and why your request should be funded. The summary should not exceed one (1) page.

## **Program Narrative**

The Narrative will describe how the proposing agency proposes to meet the specifications outlined in the Request for Proposal (RFP). Please complete your proposal according to the following sections. Number your responses to correspond with the numbers in each section of this RFP. If an item is not applicable, write N/A next to the appropriate number. It is the responsibility of the proposing agency to address any and all requirements contained in this RFP.

This element of the proposal should describe the proposed program in detail sufficient to demonstrate an understanding of the work to be performed, the needs of the participants and the desired results. Please use affirmative language, such as “will” or “shall,” when writing your proposal.

The Program Narrative shall consist of the following sections:

### Staffing/Management

#### 1. *Past Experience*

*Describe your agency's past experience in providing the types of activities proposed for ES. Indicate the number of years of experience your agency has had in operating such programs.*

#### 2. *Staffing*

Describe the knowledge, skills and abilities that you will require of the customer service Professionals.

Describe your agency's procedures on orienting and training new employees on an on-going basis for both program requirements and the local MWA policies and procedures. Include a description of the proposed staffing pattern of any staff that will be charged in whole or in part to this proposed project.

#### 3. *Scheduling/Hours of Operation*

The provision of workforce services described in this RFP will be delivered primarily through the Washtenaw County Michigan Works! Service Center (MWSC) located at 301 West Michigan Avenue in Ypsilanti, Michigan. MWSC services may reach out to other physical locations and even into the community, but much of the outreach will be defined by the service providers responding to this RFP. This system is structured to allow service providers to have significant input on the design and building of an effective workforce delivery system for Washtenaw County.

## RFP 6500 Wagner – Peyser Employment Services for the Washtenaw County Area

While days and hours of operation of the MWSC have not yet been finalized, the MWSC will operate and must be staffed at minimum according to DELEG policy. Services and activities at these sites must be available at all times that the State of Michigan is open for business. Minimum hours of operation will be from 8 AM to 5 PM Monday through Friday.

It is planned to have WIA Adult and Dislocated Worker and Employment Services activities operating out of the 301 West Michigan Ave site while WIA Youth services and JET activities will be located at the 304 Harriet Street location.

Please describe when and how your organization will assist in staffing the MWSC.

### Program

#### 1. Outreach & Recruitment

Describe your outreach and recruitment methods to attract job seekers and business to utilize the Washtenaw County One-Stop system.

#### 2. Marketing

Describe your plans to market your Workforce Development Center to community stakeholders, customers and the general public.

#### 3. Customers

Describe what services will be available for businesses and the community.

#### 4. Interagency collaborative experiences

Describe how additional local services such as Emergency Services will be integrated into your service plan. Describe how your services will be integrated into local economic development organizations and their activities.

#### 5. Objectives

Identify specific program objectives to be obtained.

#### 6. Evaluation

Describe your plan for establishing a customer satisfaction system both for employers and job seekers alike.

Describe how you will apply continuous improvement management techniques and practices to the Service Center operations.

### Management Plan

Describe your system for ensuring contract compliance, as well as compliance to the policies and procedures of the MWA/ETCS, DELEG and Washtenaw County Government and

## RFP 6500 Wagner – Peyser Employment Services for the Washtenaw County Area

fiscal and programmatic reporting. Describe the lines of authority and responsibility related to the proposed program and its components. Describe in detail the methods and frequency with which services and activities will be monitored by your agency for program and quality compliance. Describe the procedures for corrective actions.

### Budget

- A budget narrative supporting the line item costs **must** be included in your proposal.
- The budget will be reviewed for reasonableness to ensure that costs are allowable and allocated appropriately.
- Indicate non-federal funds to be used to provide allowable services to the eligible population. Specify the amount of funds, the source(s) of funds and the line item for which the funds will be applied.
- The Contractor(s) will be required to utilize Washtenaw County equipment (technology, copiers, fax machines, telephone systems, etc.) and the Management Information System (MIS) mandated through the Michigan Works! service system.
- Any equipment or technology supplied by the Contractor may be listed as match.
- The budget detail is for a staffing plan and limited overhead costs.
- Composite budget detail is required, with a staffing plan narrative.
- The Line Item Budget, as well as the other components of this proposal, is subject to contract negotiations.

Please complete the following:

- Attachment B: Line Item Budget
- Attachment C: Worksheet for Staff Wages

### Merit Staffing

Please complete Attachment D: Merit Staffing

### Certifications

Please complete the following:

- Attachment E: Certification Regarding Lobbying
- Attachment F: SI-LLL (if applicable)

### Signature Page

_____ Signature	_____ Company Name
_____ Print Name	_____ Company Address
_____ Title	_____ City State Zip
_____ Telephone Number	_____ Fax Number
_____ Email Address	<i>Check One:</i>  Partnership _____ Non Profit Corp. _____ Profit Corp. _____ Other _____
_____ Federal Tax ID Number	
_____ Email address to send Purchase Order	

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 ninety (90) days.

Proposal Contact Person (if different than above):

_____ Print Name	_____ Title
_____ Email Address	_____ Telephone Number

**Attachment A: Bidder Background**

1. Public/Private Status

Public                       Private Non-Profit                       Private for Profit

2. Type of Organization

Sole Proprietorship                       Partnership  
 Corporation                       Public Agency

3. Is the agency established in accordance with State statutes and is authorized to conduct business in the State of Michigan? (Y/N)

4. 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.

5. What is your total estimated agency budget?

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

6. Has your agency been audited by any agent within the last three years? (Y/N)

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

7. Has your agency had any contracts (ES, JTPA, WIA, Welfare Reform or other) that were either not renewed or terminated since July 1, 1988? (Y/N)

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

8. Indicate the agency's experience over the past four (4) years in reference to the following items:

- a. Were grievances or complaints filed against the organization (not including discrimination)? (Y/N)
- b. Were lawsuits or judgments filed? (Y/N)
- c. Were there investigations of fraud, abuse, conflict of interest, political activities, nepotism or any criminal activities? (Y/N)
- d. Was there a default or breach of contract? (Y/N)
- e. Was bankruptcy or receivership by this organization or a parent organization declared? (Y/N)

RFP 6500 Wagner – Peyser Employment Services for the Washtenaw County Area

f. Were there any discrimination complaints or rulings against the agency? (Y/N)

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 Employment Services (ES) 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.

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

**Attachment B: Line Item Budget**

Line Item	A Total Cost  (B + E)	B Total Contract Cost  (C + D)	C Admin.	D Program Services	E In-Kind Contributi on
Staff Wages*					
Staff Fringes*					
Staff Travel					
Communications (Postage & Telephone)					
Facilities Rent/Usage					
Facilities Maintenance					
Consumable Materials & 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

### **Explanation of Worksheet for Staff Wages**

This form is designed to give specific information about the contractor's staff necessary to provide Employment Service. It is to be submitted with the budget to the Washtenaw County MWA/ETCS for approval. The purpose of the worksheet is to demonstrate 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 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 ES cost of each staff position by cost category. (Formula: # of pay periods x pay per period x % for each cost category).
6. Non-ES funds – enter the percentage of pay allotted to non-ES activities.



**Attachment D: Merit Staffing System Certification Form**

My signature below certifies that the proposing agency is a public organization that utilizes a merit staffing system, in accordance with Federal Regulation 5 CFR 900.604, which is applicable to the staff performing functions under this proposal.

The merit staffing system of this organization contains all of the following elements:

1. Recruiting, selecting and advancing employees on the basis of their relative ability, knowledge and skills, including open consideration of qualified applicants for initial appointment.
2. Providing equitable and adequate compensation.
3. Training employees, as needed, to assure high quality performance.
4. Retaining employees on the basis of the adequacy of their performance, and separating employees whose inadequate performance cannot be corrected.
5. Assuring fair treatment of applicants and employees in all aspects of personnel administration without regard to political affiliation, race, color, national origin, sex, religious creed, age or handicap and with proper regard for their privacy and constitutional rights as citizens. This “fair treatment” principle includes compliance with the federal equal employment opportunity and discrimination laws.
6. Assuring that employees are protected against coercion for partisan political purposes and are prohibited from using their official authority for the purpose of interfering with or affecting the result of an election or a nomination for office.

My signature below certifies that I am responsible for the validity of this certification and that all funds reimbursed under this certification will be disallowed if the certification is found to be invalid at a later date.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Job Title of Authorized Official

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Date of Signature

**Attachment E: 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 sub awards at all tiers (including subcontracts, sub grants and contracts under grants, loans, and cooperative agreements), and that all sub recipients 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	
_____ Printed Name	_____ Title
_____ Applicant Organization	
_____ Date Submitted	