

BIDDERS COMPANY NAME

REQUEST FOR PROPOSAL

#6502

Workforce Development and Community Action Innovative Enhanced Program Services

Prepared By:

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

Anne Strieter, B.S., C.P.M.
Senior Buyer
(734) 222-6749





**WASHTENAW COUNTY
Finance Department**

Purchasing Division

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

REQUEST FOR PROPOSAL #6502

October 23, 2009

Washtenaw County Purchasing Division on behalf of Washtenaw County Employment Training and Community Services (ETCS) is seeking proposals for for the Workforce Development and Community Action Innovative Enhanced Program 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 3:00 pm on Friday, November 6, 2009

A **voluntary pre-bidders conference** will be scheduled for Friday, October 30, 2009 at 9:30 am 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 # 6502".
- Please direct purchasing and procedural questions regarding this RFP to Anne Strieter at (734) 222-6749 or email strietera@ewashtenaw.org
- Please direct specific technical questions regarding this RFP to Rana Al Igoe at (734) 544-2953 or email aligoer@ewashtenaw.org

RFP 6502 Workforce Development and Community Action Innovative Enhanced Program Services

Table of Contents

Table of Contents

		Page Number
Section I	General Information	1
Section II	Evaluation Criteria	3
Section III	Program Information	4
Section IV	Proposal Terms and Conditions	6
Section V	Type of Contract	7
Section VI	Bidder Specifications	7
Section VII	Contract Provisions	9
Section VIII	Proposal Submission Requirements	16
	Signature Page	17
Attachment A	Bidder Background	18
Attachment B1	Budget	20
Attachment B2	Staff Wages	21
Exhibit 1	Certification Regarding Lobbying	23

RFP 6502 Workforce Development and Community Action Innovative Enhanced Program Services

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
"MWA"	Michigan Works! Agency
"WIA"	Workforce Investment Act of 1998
"CSBG"	Community Services Block Grant Program, Title II of the Community Opportunities, Accountability, and Training and Educational Services Act of 1998

Introduction

Washtenaw County Employment, Training, and Community Services (ETCS) is releasing this Request for Proposal (RFP) for the provision of Workforce Development and/or Community Action "Innovative Enhanced Program Services" in the Washtenaw County area. The time period for contract activities conducted under this RFP is from December 1, 2009 through December 31, 2010. The County has sole discretion to extend contracts for up to two (2) additional years contingent upon funding availability and contractor performance. Program activities may not begin before completed negotiations and contract authority to incur cost.

Washtenaw County ETCS is a unique human services department that merges workforce development and community action to better serve the economic development needs of Washtenaw County. Under the direction of the Workforce Development Board, ETCS provides specialized training and resources for job seekers as well as business development services for employers. The Community Action Board oversees ETCS community services programs including weatherization, senior nutrition, foster grandparents, food assistance, and emergency services. The combination of these two boards and their associated services into one department creates an efficient and effective catalyst for improving employment and eliminating poverty in Washtenaw County.

Washtenaw County ETCS aims to alleviate the causes and conditions of poverty in our community. ETCS uses funds from various sources to provide a range of services to meet the needs of disadvantaged and low-income populations which also includes the homeless, migrants, and the elderly. These services involve initiatives and efforts to address employment, education, housing, nutrition and health. All ETCS efforts to reduce poverty are coupled with a commitment to revitalizing low-income communities and empowering low-income individuals to become self-sufficient.

The community in and around Washtenaw County is changing constantly as a result of economic and societal circumstances. ETCS recognizes that there is a need to adapt its service delivery model to be able to effectively address the populations it serves as well as those who may slip through the existing service net as a result of these ongoing changes. One of the ways to do this is by soliciting innovative concept projects that reach the populations ETCS works to serve and that will enhance or supplement existing ETCS programs. When proposing enhanced or new services/activities, bidders are encouraged to consider that more

RFP 6502 Workforce Development and Community Action Innovative Enhanced Program Services

and more people are finding themselves in situations where they need to seek out employment or basic needs assistance that they never thought they would have to face; and as first time users of these services it can be difficult for them to even know where to begin to look for the services that they need.

RFP Timeline

October 23, 2009	Release of Requests for Proposals
October 30, 2009 9:30 AM	Pre-bidders' Conference Washtenaw County MWA/ETCS Administrative Offices Key Bank Building, 301 West Michigan Avenue, Ypsilanti, MI 48197 Alpha Level Conference Room
November 6, 2009 3:00 PM	Proposals due to the Washtenaw County Purchasing Department P.O. Box 8645, 220 North Main Street Ann Arbor, MI 48107-8645

RFP 6502 Workforce Development and Community Action Innovative Enhanced Program Services

Section II Evaluation Criteria

All proposals shall be submitted in *no less than* 11 size font with 1 inch margins and double-sided. Paragraph lines shall be single-spaced.

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">o Proposal is complete, all questions answered and all attachments includedo Proposal submitted in correct format with requested number of copieso Proposal language is concise and does not reiterate RFP language	
<i>Demonstrated past performance</i>	10
<ul style="list-style-type: none">o Success of agency in providing services or experience and management capabilities of first time proposing agency	
<i>Organizational Capacity</i>	30
<ul style="list-style-type: none">o Staffing is adequate to deliver comprehensive services to proposed number of customerso Narrative demonstrates an understanding of Workforce Development and/or Community Action needs of the special populations that are to be targeted	
<i>Program design</i>	40
<ul style="list-style-type: none">o Narrative demonstrated an understanding of the work to be performed, the needs of the eligible population(s) and the desired resultso Outreach and recruitment acceptableo Narrative demonstrated an understanding of ETCS mission and ability to integrate proposal with current ETCS services and programs	
<i>Budget Consideration</i> will be evaluated for cost per participant.	5
	<hr/>
TOTAL POINTS AVAILABLE	100

RFP 6502 Workforce Development and Community Action Innovative Enhanced Program Services

Section III Program Information

Washtenaw County is often considered one of the economically stronger counties/regions in Michigan. This continues to be the case but the county has not been immune to the recent economic crisis. Although unemployment in Washtenaw County is the lowest in the state, it is on the rise. In July 2009 unemployment was 10.3% - that is up more than 3 full points since July 2008. Like the rest of the state, the increase in unemployment in Washtenaw County is due in large part to the layoffs and plant closures associated with manufacturing. These workers generally require retraining to gain suitable skills for a new job.

Poverty rates in the County have increased slightly since the beginning of the decade, from 11.1 percent to 12.7 percent. The income disparity across the County is wide, from 4% poverty to nearly 26% poverty. ETCS witnesses evidence of growing poverty everyday as increasing numbers of citizens come to ETCS seeking emergency assistance with utilities, food, and other community action needs.

Washtenaw County ETCS is accepting proposals from vendors to assist ETCS in serving the employment and community service needs of Washtenaw County's most needy citizens, or for communicating the availability of these services to the public and the service outcomes and results to ETCS stakeholders.

ETCS is particularly interested in innovative programs or initiatives that enhance or supplement existing services to reach the underserved and disadvantaged populations who are served under normal ETCS programming. Proposals that include elements of environmentally espoused ("green") careers and/or those which enhance existing services that already receive Federal, State, or local funding, will receive special consideration.

Program Overview – Employment Assistance for Targeted Populations

ETCS is interested in breaking barriers for populations that normally face difficulties obtaining employment. ETCS encourages bidders to develop initiatives to help ETCS better serve these populations including, but not limited to, returning citizens and the homeless. ETCS is also interested in advancing employment and economic opportunities for industries and employment sectors that are traditionally not served under normal programming, including growing and developing sectors. ETCS reserves the right to negotiate the associated activities and services that are deemed most appropriate and necessary to serve targeted populations.

If the proposal is only for a specific allowable workforce activity, the bidder will not be required to determine or document eligibility. Instead ETCS shall designate a separate agency to handle eligibility determination and other specific program requirements that might not be provided by the bidder such as registration, objective assessment, Individual Service Strategy development, participant file maintenance, Management Information System (MIS) data entry and perhaps other requirements. If applicable, the bidder will be required to work cooperatively with the agency designated by ETCS to handle those requirements.

Bidders are encouraged to collaborate in the delivery and coordination of services in order to maximize efficiency and create the greatest possible community impact. If your proposal involves a partnership, you should provide a letter of agreement generally outlining the

RFP 6502 Workforce Development and Community Action Innovative Enhanced Program Services

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, ETCS 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 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.

This RFP is based on current applicable laws and regulations, including Michigan DELEG and DHS Policy and any subsequent changes that apply specifically to WIA and/or CSBG funds. ETCS reserves the right to make necessary changes or adjustments on any statements made in this RFP upon receiving guidance from the USDOL, DELEG, USHHS, or Michigan DHS. Additional information can be found online through the following links:

USDOL	http://www.doleta.gov/
DELEG	http://www.michigan.gov/dleg
USHHS	http://www.hhs.gov
DHS	http://www.michigan.gov/dhs

Bids may include ideas for enhancing existing programs, new training programs, outreach to disadvantaged populations, or other new service ideas that serve the needs of eligible populations.

ETCS receives funding from various sources and wants to use a portion of its current funding to enhance existing services, as well as consider development of new and innovative services that supplement our existing programs. In alignment with its funding sources, ETCS stresses the need to utilize these funds in areas that are geared towards activities which preserve and create jobs; this includes both short and long-term services and innovative projects to serve targeted populations.

Program Overview – Business engagement and outreach

ETCS provides services covering wide ranges of size, industry, location and requirements to all employers and strives to identify and meet their needs. It is anticipated that the Contractor(s) will devote resources and efforts in developing new, effective and valuable relations with employers. The ability to succeed in servicing the employer as customers is a critical component in achieving success with the job seeking customers. ETCS is seeking Contractor(s) that are capable and inventive to join in the ongoing planning and implementation of an employer driven workforce development system.

RFP 6502 Workforce Development and Community Action Innovative Enhanced Program Services

Program Overview – Communications Outreach

ETCS has three communications priorities. First, ETCS is seeking one or more qualified agencies/organizations to assist in implementing its Communications and Marketing Plan. The plan includes a mix of paid and earned media utilizing traditional media as well as social media, targeted web ads, and both print and broadcast public service announcements. It includes communicating to ETCS' various publics (community, elected officials, funding sources, partners stakeholders and internal and external customers) all of the initiatives that ETCS is involved such as the American Recovery and Reinvestment Act of 2009 (ARRA), the Eastern Leaders Group (ELG), the 2010 Census, etc,

Second, due to the American Recovery and Reinvestment Act of 2009 (ARRA) emphasis on transparency on how the funds are being spent in a community to create and retain jobs, ETCS is also seeking proposals to plainly communicate program and service outcomes to the public and relevant stakeholders. ETCS is particularly interested in proposals that will focus on electronic and new media communications.

Finally, ETCS is interested in partnering with organizations to ensure that information on its services is provided to individuals and populations who stand to receive the most benefit, but who are often missed in traditional communications/outreach efforts. ETCS is particularly interested in initiatives that engage youth and businesses.

Proposals that include some web design, development and enhancement will also be considered if they align with outreach activities described above.

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 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.
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.

RFP 6502 Workforce Development and Community Action Innovative Enhanced Program Services

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 four (4) copies must be at the County Purchasing Division on or before the date and time specified.
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. 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 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.

Section V Type of Contract

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.

The Federal, State and Local Program Guidelines relative to Conflict of Interest will be effective throughout all phases of this procurement process.

The time period for contract activities conducted under this RFP is from December 1, 2009 through December 31, 2010. The County has sole discretion to extend this contract for two (2) additional year(s). Program activities may not begin before completed negotiations and contract authority to incur cost.

Section VI Bidder Specifications

1. 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.
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 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.

RFP 6502 Workforce Development and Community Action Innovative Enhanced Program Services

3. 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 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.
5. Bidder Background: Complete Attachment A

RFP 6502 Workforce Development and Community Action Innovative Enhanced Program Services

Section VII 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 12/01/09 and ends on 12/31/10.

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

RFP 6502 Workforce Development and Community Action Innovative Enhanced Program Services

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;

RFP 6502 Workforce Development and Community Action Innovative Enhanced Program Services

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

RFP 6502 Workforce Development and Community Action Innovative Enhanced Program Services

- 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.

RFP 6502 Workforce Development and Community Action Innovative Enhanced Program Services

Section VIII Proposal Submission Requirements

Signature Page

Complete the Signature Page. This page shall be the cover sheet for your proposal.

Executive Summary

Provide a summary of your proposed program or service. The Washtenaw County Workforce Development Board (WDB) and/or the Community Action Board (CAB) 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 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.

Staffing/Management

Describe your agency's past experience in providing the types of services proposed and the number of years of experience your agency has had in operating such programs.

Budget

Please complete Attachments B1 and B2

Signature Page

_____ Signature	_____ Company Name		
_____ Print Name	_____ Company Address		
_____ Title	_____ City	_____ State	_____ Zip
_____ Telephone Number	_____ Fax Number		
_____ Email Address	<div style="border: 1px solid black; padding: 5px;"> <p style="margin: 0;"><i>Check One:</i></p> <p style="margin: 5px 0;">Partnership _____</p> <p style="margin: 5px 0;">Non Profit Corp. _____</p> <p style="margin: 5px 0;">Profit Corp. _____</p> <p style="margin: 5px 0;">Other _____</p> </div>		
_____ 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

RFP 6502 Workforce Development and Community Action Innovative Enhanced Program Services

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 (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 6502 Workforce Development and Community Action Innovative Enhanced Program Services

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 JET 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.

RFP 6502 Workforce Development and Community Action Innovative Enhanced Program Services

Attachment B1: Budget

Line Item	A	B	C	D	E
	Total Cost	Total Contract Cost	Admin.	Program Services	In-Kind Contribution
	(B + E)	(C + D)			
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

RFP 6502 Workforce Development and Community Action Innovative Enhanced Program Services

Explanation of Worksheet for Staff Wages

This form is designed to give specific information about the contractor's staff necessary to provide JET services. 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 JET contract. A figure of \$400 should be entered. Indicate the hourly rate x number of hours worked per week for each position, such as $\$10 \times 40 = 400$.

4. Percent – enter the percentage of time that the position will devote to this project.
5. Amount – enter the total JET cost of each staff position by cost category. (Formula: # of pay periods x pay per period x % for each cost category).
6. Non-JET Funds – enter the percentage of pay allotted to non-JET activities.

RFP 6502 Workforce Development and Community Action Innovative Enhanced Program Services

Exhibit 1: 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.

<hr/>	
Signature of Authorized Certifying Official	
<hr/>	
Printed Name	Title
<hr/>	
Applicant Organization	
<hr/>	
Date Submitted	