

REQUEST FOR PROPOSAL

#6751

**PROFESSIONAL DEVELOPMENT
Training & Facilitation**

FOR

**WASHTENAW COUNTY
EMPLOYEES**

Issued By:

Washtenaw County Purchasing
Administration Building
220 N. Main Street
Ann Arbor, MI 48104

Angela O. Perry
Purchasing Manager
(734) 222-6768



Proposal Submitted by:

Please type Bidder's Company Name & include as proposal cover



WASHTENAW COUNTY

Finance Department

Purchasing Division

220 N. Main, Ann Arbor, MI 48104
Phone (734) 222-6760, Fax (734) 222-6764
www.purchasing.ewashtenaw.org

RFP #6751

October 10, 2013

Washtenaw County Purchasing Division on behalf of Washtenaw County Human Resources is issuing a sealed RFP for **Professional Development** instructors/trainers in the areas of Quality Service, Adaptability, Communication, Leadership, Initiative, Judgment and Problem Solving, Planning and Organizing, Teamwork and Technical/Professional (Computer skills) for Washtenaw County employees; along with a request for professional **Facilitators** to assist Administration with County-wide initiatives.

Sealed Proposals: Vendor will deliver one (1) **unbound original** and six (6) **bound copies each with the pricing page flagged** to the County location specified below. In addition, vendor will also deliver an electronic copy on a USB drive, CD-RW, or DVD in pdf format to the location specified below:

**Washtenaw County
Administration Building
Purchasing Division
220 N. Main St. Basement
Ann Arbor, MI 48104**

By Friday, November 15th, 2013 at 4:00 pm

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

- Your proposal submission envelope must be clearly marked "**SEALED RFP#6751**"
- Please direct purchasing and procedural questions regarding this RFP to Angela O. Perry **via e-mail only** to perrya@ewashtenaw.org
- Please direct technical questions regarding this RFP to Washtenaw County Professional Development contact Linda Wicks **via e-mail only** at wicks1@ewashtenaw.org

Thank you for your interest.

I. PROPOSAL

Definitions: “County” is Washtenaw County in Michigan

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

Purpose of Proposal:

Washtenaw County Government

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

Community Background

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

Needs Background – Professional Development

Washtenaw County, Michigan, is accepting proposals from instructional designers and training vendors to assist County Administration in the implementation of Guiding Principle #4 “Provide the necessary knowledge, skills and resources to County employees”. Currently Washtenaw County has approximately 1300 regular employees.

The Washtenaw County Vision:

“Washtenaw County will be a world class service provider”

This vision is grounded in two principles:

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

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

Washtenaw County has made a commitment for enhanced development of our workforce through an organized **Professional Development Program**. County employees have assessed their knowledge, skills and abilities for each of the **core competencies**, and have prepared Professional Development Plans

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indicating their development needs and action steps for the following two years. The program is now assembling a **vendor pool** for providing training and development activities. Proposals are now being accepted for training in all Core Competency areas, which comply with the following requirements and specifications.

Needs Background – Skilled Facilitation

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

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

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

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II. PROPOSAL TERMS

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

B. The County reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the County to be in the best interests of the County even though not the lowest bid.

C. Proposals must be signed by an official authorized to bind the CONTRACTOR to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.

D. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of RFP's may be adjusted to allow for revisions. To be considered, **one (1) original and six (6) copies** (one copy unbound) and an electronic version in pdf format, submitted on CD-RW, DVD or USB drive must be at the County as indicated on or before the date specified.

E. Proposals should be prepared simply and economically providing a straight-forward, concise description of the CONTRACTOR'S ability to meet the requirements of the RFP. Proposals must be typed. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal. *CONTRACTOR shall ensure that proposals are submitted using both sides of recycled paper whenever practicable.*

F. In the event, the County receives two or more bids from responsive, responsible bidders, one or more of whom are Washtenaw County Contractors and the bids are substantially equal in price, quality and service, the County shall award the contract to the most responsive, responsible Washtenaw County Contractor. For purposes of this section, Washtenaw County Contractor means a company which has maintained its principal office in Washtenaw County for at least six (6) months. Maintaining a Washtenaw County P.O. Box, is not, in and of itself, sufficient to establish a company as a Washtenaw County Contractor. The County shall have sole discretion under this section to determine if a company qualifies as a Washtenaw County Contractor and if two or more bids are substantially equal.

G. The initial award of this contract shall be for a period of two year(s), with an option to renew an additional two years, pending agreement by both parties.

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H. CONFLICT OF INTEREST. Contractor warrants that to the best of contractor's knowledge, there exists no actual or potential conflict between contractor and the County, and its Services under this request, and in the event of change in either contractor's private interests or Services under this request, contractor will inform the County regarding possible conflict of interest which may arise as a result of the change. Contractor also affirms that, to the best of contractor's knowledge, there exists no actual or potential conflict between a County employee and Contractor.

I. The bidder shall be responsible for all costs incurred in the development and submission of this response. Washtenaw County assumes no contractual obligation as a result of the issuance of this RFP, the preparation or submission of a response by a bidder, the evaluation of an accepted response, or the selection of finalists. All proposals, including attachments, supplementary materials, addenda, etc. shall become the property of Washtenaw County and will not be returned to the bidder.

J. Any responses, materials, correspondence, or documents provided to Washtenaw County under this solicitation are subject to the State of Michigan Freedom of Information Act and may be released to third parties in compliance with that Act.

III. VENDOR INFORMATION

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

- A. Provide a one page **Program Abstract** of the proposal, highlighting key elements regarding services proposed, implementation plans and organizational capability.
(Attach as Addenda A)
- B. Please attach the **Vendor Profile** (Attachment A) and information requested.
(Attach as Addenda B)
- C. Review **Section IV. Program Specifications** (pg. 6 - 12) and concur that these provisions will be met. **(include requested samples)**
(Attach as Addenda C)
- D. Review **Section V. Terms and Conditions & Evaluation Criteria** (pg. 13) and concur that these provisions will be met.
(Attach as Addenda D)
- E. Review **Section VI. Contract Provisions** (pgs. 14-19) and concur that these provisions will be met.
(Attach as Addenda E)
- F. Provide a list of **References** of current customers in Southeastern Michigan
(Attach as Addenda F)
- G. Provide **Pricing Structure** information (Attachment B)
(Attach as Addenda G)
- H. Provide **Signature Page** (Attachment C) completed and signed by an official authorized to bind the provider to its provisions for at least a period of 90 days
(Attach as Addenda H)

IV. PROGRAM SPECIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- **Written Communication**
 - Memos
 - Reports
 - Correspondence
 - Newsletters/Articles
 - Survey Design
- **Public Communication**
 - Presentations
 - Use of presentation graphics
 - Group facilitation skills
- **Interpersonal Communication**
 - Telephone/radio etiquette
 - Dealing with difficult people/Conflict situations
 - Communicating with customers
 - Effective listening skills
- **Communication Planning**
- **Media Relations**
 - Writing News / Press Releases
 - Writing for the Web
 - Social Media
- **Managing Crisis Communications**
- **Presenting to Boards and the Community**
- **Communicating with Constituents**
(for elected officials)

Washtenaw County Communication Principles

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

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

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

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

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

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

The Washtenaw County Leadership Academy has been established to provide development and networking opportunities for 300+ County supervisors, managers, and key professional staff. The Academy offers a comprehensive training program in the area of leadership, management and coaching, the cornerstones of the County's approach to the vision of being a "world class service provider" and "creating community impact".

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

- Change Management
- Communicating Skills for Leaders
- Conducting Performance Evaluation and Feedback Sessions
- Delegating Effectively
- Employee Incidents and Investigations
- Facilitating Conflict Resolution
- Facilitating Meetings
- Motivation
- Professional Ethics
- Project Management
- Strategic Thinking
- Succeeding in Changing Times
- Supervising the Offsite Worker
- Time Management Strategies

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Technology/Computer Training: Washtenaw County has a Wide Area Network of more than 1,500 Windows-based PCs running Windows 7 and using Microsoft Office 2010 products.

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

- Computer Basics (Introduction to Computers) / Keyboarding
- Adobe Acrobat Professional 7.0
- Crystal Reports 11
- Internet Explorer 8
- Outlook Email and Calendaring (Office 2010)
- PhotoShop Elements 11
- Windows 7
- InfoPath 2010
- Microsoft Access 2010 (Levels 1, 2, 3 & 4)
- Microsoft Excel 2010 (Intro, Intermediate, Advanced)
- Microsoft PowerPoint 2010 (Intro and Advanced)
- Microsoft Project 2010
- Microsoft Publisher 2010
- Microsoft Visio 2010
- Microsoft Word 2010 (Intro, Intermediate, Advanced)

Facilitation Services Washtenaw County is seeking Professional **Facilitators** to assist Administration with County-wide initiatives

Facilitation Services requested may include any of the following elements:

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

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

Training Vendors will be required to provide the following for each class:

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

Training Vendors should provide the following information:

- A list of course offerings and a current schedule of public classes (if applicable)
- Number of instructors
- Qualifications of instructors
- Information on vendor facilities for training
- **Sample training manual** demonstrating quality of this support documentation
- A list of references of current customers in Southeastern Michigan

Rates/prices should be provided for the following options:

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

Training:

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

Facilitation:

- Full and Half-day facilitation
- Hourly rate for facilitation
- Support work (prepping, reporting, etc.)

V. TERMS AND CONDITIONS

Award:

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

Evaluation Criteria for Training vendors:

- Ability to incorporate County logo and Business Improvement concepts
- Ability to incorporate real life examples of Washtenaw County work
- Ability to provide learning objectives, class evaluations, pre & post course assessments, certificates of course completion, and attendance verification
- Instructor qualifications and ability to fill specialized training needs
- Prior experience with vendor
- Proposal completeness, with requested documentation/samples, which demonstrates ability to provide requested services
- Proximity to Washtenaw County employees
- Quality of course materials
- Range of courses offered
- Rates/pricing structure – cost effectiveness

Evaluation Criteria for Facilitation vendors:

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

Term of Bid:

The Bid Term is from January 1, 2014 - December 31, 2015

Invoicing

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

VI. CONTRACT PROVISIONS

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

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

SERVICE CONTRACT (NAME OF CONTRACTOR)

AGREEMENT is made this _____ day of _____, 2013, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107("County") and **(NAME OF CONTRACTOR)** located at **(CONTRACTOR'S ADDRESS)** ("Contractor").

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

ARTICLE I - SCOPE OF SERVICES

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

ARTICLE II - COMPENSATION

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

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to the **Director of Human Resources** and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

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

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

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

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

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

ARTICLE IV - TERM

This contract is for a two (2) year term which begins on **January 1, 2014**, and ends on **December 31, 2015**, with an option to extend for two (2) additional one (1) year periods.

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 non-owned 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 insured's 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 Washtenaw County c/o: INSERT DEPARTMENT, DEPARTMENT ADDRESS & CR#_____, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for written notice to the Certificate holder of cancellation of coverage.

ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS

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

ARTICLE IX - INTEREST OF CONTRACTOR AND COUNTY

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

ARTICLE X - CONTINGENT FEES

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

ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

ARTICLE XII - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$11.64 per hour with benefits or \$ 13.65 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, 2014 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

ARTICLE XIII - EQUAL ACCESS

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

ARTICLE XIV - OWNERSHIP OF DOCUMENTS AND PUBLICATION

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

ARTICLE XV - ASSIGNS AND SUCCESSORS

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

ARTICLE XVI - TERMINATION OF CONTRACT

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

ARTICLE XVII - PAYROLL TAXES

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

ARTICLE XVIII - PRACTICE AND ETHICS

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

ARTICLE XIX - CHANGES IN SCOPE OR SCHEDULE OF SERVICES

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

ARTICLE XX - CHOICE OF LAW AND FORUM

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

ARTICLE XXI - EXTENT OF CONTRACT

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

ARTICLE XXII - ELECTRONIC SIGNATURES

All parties to this contract agree that either electronic or handwritten signatures are acceptable to execute this agreement.

ATTESTED TO: WASHTENAW COUNTY

By: _____ By: _____
Lawrence Kestenbaum (DATE) Verna J. McDaniel (DATE)
County Clerk/Register County Administrator

APPROVED AS TO CONTENT: CONTRACTOR

By: _____ By: _____
(DEPARTMENT HEAD) (DATE) **(CONTRACTOR'S NAME)** (DATE)

APPROVED AS TO FORM:

By: _____
Curtis N. Hedger (DATE)
Office of Corporation Counsel

**ATTACHMENT A
VENDOR PROFILE**

Please complete this information and attach to proposal

VENDOR NAME:

VENDOR ADDRESS:

TELEPHONE NUMBER:

CONTACT PERSON:

EMAIL ADDRESS:

NUMBER OF INSTRUCTORS:

Business Information

YEARS IN BUSINESS: _____

BRIEF HISTORY OF BUSINESS
(Attach additional sheets if necessary)

ATTACHMENT B

PRICING STRUCTURE

Please complete this information and attach to proposal

TRAINING RATES		
Instructor-Led Training, Coaching, Consultation, Organizational Development Assistance, and Facilitation		
Training – Class Size & Rates		Rate
Full day rate using Washtenaw County facilities (computer) *Must accommodate 12 students		
Half day rate using Washtenaw County facilities (computer) *Must accommodate 12 students		
Full Day rate using Washtenaw County facilities (non-computer) Indicate maximum number of students_____		
Half day rate using Washtenaw County facilities (non-computer) Indicate maximum number of students_____		
Additional Costs for Materials		
Additional Costs for Using Vendor Facility for Training (if available)		
Additional Services and Skills	Indicate day / hour	Rate
One-on-one executive training		
Rate for customized curriculum development		
Coaching		
Consultation and Organizational Development assistance		
FACILITATION SERVICES		
Full day rate Facilitation		
Half day rate Facilitation		
Hourly rate Facilitation		
Support Work Rate (prep work, reporting, etc.)		

ATTACHMENT C

SIGNATURE PAGE

_____ Signature	_____ Company Name
_____ Print Name	_____ Company Address
_____ Title	_____ City, County, St. Zip
_____ Telephone #	_____ Fax #
_____ Federal Tax ID #	_____ Email Address for Purchase Orders

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

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

Signature page must be signed and returned as part of vendor proposal.

By checking this box we hereby certify that we are a Washtenaw County company. If proven otherwise, company may be subject to Disbarment and/or Suspension of doing business with Washtenaw County.