

THE CHARTER COUNTY OF WAYNE, MICHIGAN
REQUEST FOR QUALIFICATIONS
FOR
QUALIFIED VENDOR LIST FOR TECHNOLOGY PROJECTS

CONTROL NO. 37-08-226

Issue Date: Friday, July 25, 2008

Initial Question Deadline: Tuesday, August 5, 2008

Pre-Response Question Deadline: Not Applicable

Initial Response Deadline: **Friday, August 15, 2008 at 4:00 p.m. local time**

Response Deadline: **August 15, 2011 at 4:00 p.m. local time**
Charter County of Wayne
Purchasing Division
600 Randolph, Room 146
Detroit, Michigan 48226

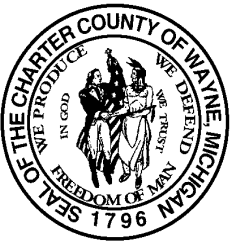
Purchasing Contact: Renee Marsh, Department Executive-Procurement
Phone: (313) 224-5151
Fax: (313) 224-5182
E-mail: [rmash@co.wayne..mi.us](mailto:rmash@co.wayne.mi.us)

Description: The County of Wayne is requesting responses to this Request for Qualifications (RFQ) for the purpose of creating a list of qualified vendors that would be eligible to submit proposals on future information technology and/or communications projects for the Wayne County Department of Technology, Detroit, Michigan 48226.

A copy of this RFQ can be obtained from the Wayne County website at www.waynecounty.com, on or after the Issue Date indicated above. Please click on the "**for Businesses**" icon located at the top of the web page. Then click the "**County RFPs/RFQs/IFBs**," link on the left hand side of the web page. Then click on the control number listed above. Until the expiration date of this solicitation, it is incumbent upon the Respondent to check the website for additional information and/or addendums. RFQs can also be obtained from the Wayne County Purchasing Division, 600 Randolph Street - Room 146, Detroit, Michigan 48226-2831. If you have any questions, please call (313) 224-5151.

Written questions regarding the substance of the RFQ or scope of services must be submitted to the purchasing contact listed above no later than the Pre-Response Question Deadline indicated above.

Sealed Responses are due prior to the Response Deadline indicated above and must be delivered to the Purchasing Division, located at 600 Randolph, Room 146, Detroit, Michigan 48226. Late responses will not be accepted – NO EXCEPTIONS.



Robert A. Ficano
County Executive

RESPONDING COMPANY NAME _____

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SECTION 1 - INSTRUCTIONS

- 1) **COMMUNICATIONS:** In an effort to create a more competitive and unbiased procurement process, the County desires to establish a single point of contact throughout the procurement process. From the issue date of this RFQ, until a Successful Respondent(s) is selected, all requests for clarification or additional information regarding this RFQ or contacts with the County personnel concerning this RFQ or the evaluation process must be solely to the contact person listed on the cover page of this RFQ.

A violation of this provision is cause for the County to reject the Respondent's Response. If it is later discovered that a violation has occurred, the County may reject any Response or terminate any contract awarded pursuant to this RFQ. No contact regarding this document with other County employees is permitted.

- 2) **PRE-RESPONSE INFORMATION AND QUESTIONS:** Each response that is timely received will be evaluated on its merit and completeness of all requested information. In preparing responses, Respondents are advised to rely only upon the contents of this RFQ and accompanying documents and any written clarifications or addenda issued by the County. If a Respondent finds a discrepancy, error, or omission in the RFQ package, or requires any written addendum thereto, the Respondent is requested to notify the Purchasing contact noted on the cover of this RFQ, so that written clarification may be sent to all prospective Respondents. **THE COUNTY IS NOT RESPONSIBLE FOR ANY ORAL INSTRUCTIONS.** All questions must be submitted in writing to the Purchasing contact only before the Pre-Response Question Deadline indicated on the front of this document. No contact regarding this document with other County employees is permitted. All answers will be issued in the form of a written addendum.

- 3) **RFQ MODIFICATIONS:** Clarifications, modifications, or amendments may be made to the RFQ at the discretion of the County. It is the Respondent's responsibility to periodically check the County's website until the posted Response Deadline to obtain any issued addenda.

- 4) **RESPONSE SUBMISSION:** To be considered, the Response must be prepared in the manner and detail specified in this RFQ.

- a. Responses must be submitted to the Wayne County Purchasing Division, 600 Randolph, Room 146, Detroit, Michigan 48226, before the date and time indicated as the deadline. It is each Respondent's responsibility to insure that the Purchasing Division receives its Response prior to the deadline. This responsibility rests entirely with the Respondent, regardless of delays resulting from postal handling or for any other reasons. Responses will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 4:00 p.m. local time, Monday through Friday, except for legal holidays.
- b. Responses received after the above deadline will not be accepted and will be returned to the Respondent unopened. The Purchasing Division's timestamp shall be the official time.
- c. The opening of a Response does not constitute the County's acceptance of the Respondent as a responsive and responsible Respondent.
- d. Responses must be enclosed in a sealed envelope, box, or package, and clearly marked on the outside with the following: Project name, Control Number, Deadline date and time, and Respondent's name, address, phone, fax, and contact name. If the Respondent believes that any information submitted is confidential, such information shall be separately sealed and labeled as confidential. Responses are subject to public disclosure after the deadline for opening in accordance with state law.
- e. Submission of a Response establishes a conclusive presumption that the Respondent is thoroughly familiar with the RFQ and specifications and terms of the Form of Contract, and the County's Procurement Ordinance and that the Respondent understands and agrees to abide by each and all of the stipulations and requirements contained therein.
- f. All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and the person(s) signing the Response must initial corrections in ink.
- g. Responses sent by telegraph, facsimile, or other electronic means will not be considered.

- h. All costs incurred in the preparation and presentations of the Response are the Respondent's sole responsibility; no Response costs will be reimbursed to any Respondent. All documentation submitted with the Response will become the property of the County.
- 5) **RESPONSE SIGNATURES:** An authorized official must sign the Responses. Each signature represents binding commitment upon the Respondent to provide the goods and/or services offered to the County if the Respondent is determined to be the most responsive and responsible Respondent.
- 6) **CONTRACT AWARD:** The County reserves the right to withdraw the RFQ, to award to one Respondent, to any combination of Respondents, by item, group of items, or total RFQ. The County may waive informalities if it is in the County's interest. The Respondent(s) to whom the award is made will be notified at the earliest possible date. Tentative acceptance of the Response, intent to recommend award of a contract, and actual award of the contract will be provided by written notice sent to the Respondent at the address designated in the Response. All Responses must be for a firm fixed price unless modified. If, for any reason, a contract is not executed with the selected Respondent within 14 days after notice of recommended award, then the County may recommend the next most responsive and responsible Respondent. Award of this RFQ is contingent upon the availability of funds for this project, within the sole discretion of the County. Acceptance of the Respondent's RFQ does not constitute a binding contract. There is no contract until the County's policies have been fulfilled. The County is not liable for performance costs until the Respondent has a contract. Failure to accept the terms and conditions of the County's Standard Contract may deem the Respondent non-responsive.
- 7) **RESPONSE MODIFICATIONS:** Clarifications, modifications, or amendments to any Response that has been submitted, but prior to the Response Deadline Date, may be made only within the discretion and written approval of the Purchasing Director.
- 8) **DUPLICATE RESPONSES:** No more than one (1) Response from any Respondent, including its subsidiaries, affiliated companies and franchisees will be considered by the County. In the event multiple Responses are submitted in violation of this provision, the County will have the right to determine which Response will be considered, or at its sole option, reject all such multiple Responses.
- 9) **WITHDRAWAL:** Responses may only be withdrawn by written notice prior to the Deadline date set for the opening of Response. No Response may be withdrawn after the deadline for submission.
- 10) **REJECTION:** The County reserves the right to reject any or all Responses, or to accept or reject any Response in part, and to waive any minor informality or irregularity in Responses received, if it is determined by the Purchasing Director or designee that the best interest of the County will be served by doing so. The County may reject any Response from any person, firm or corporation in arrears or in default to the County on any contract, debt, or other obligation, or if the Respondent is debarred by the County from consideration for a contract award, or if Respondent has committed a violation of the ethics or anti-kickback provisions of the County's Procurement Ordinance which resulted in a termination of a contract or other material sanction within the two (2) years immediately preceding the date of issuance of this document.
- 11) **PROCUREMENT POLICY:** Procurement for the County will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the County. The Chief Executive Officer has the vested authority to execute all County contracts, subject to Commission approval where required.
- 12) **COMPLIANCE WITH LAWS:** The Respondent must comply with all federal, state, and local laws and policies including, but not limited to:
- i. The provisions of the Wayne County Procurement Ordinance governing "Ethics in Public Contracting", as applicable to contractors, being Article 12 of Chapter 120, and Contractor agrees to provide all required disclosures;
 - ii. The Michigan Civil Rights Act;
 - iii. The Persons With Disabilities Act;
 - iv. The Age Discrimination Act;

- v. Section 504 of the Rehabilitation Act;
- vi. The Living Wage Ordinance;
- vii. The Slavery Era Disclosure Ordinance;
- viii. The Fair Employment Practices of the Equal Contracting Opportunities Ordinances.

- 13) NON-DISCRIMINATION:** Wayne County will not contract with any person or firm that discriminates against employees or applicants for employment because of any factor not related to job performance. The Respondent must comply with all federal, state and local laws and policies that prohibit discrimination in employment contracts. The anti-discrimination policies of the Wayne County Procurement Ordinance, Article XI of Chapter 120 of the Wayne County Code, are incorporated into County contracts. The Respondent must include in its subcontracts provisions that prohibit subcontractors from discriminating in their employment practices.
- 14) NO RESPONSE:** Businesses who receive this RFQ but who do not submit a Response should return a notice stating the reason(s) for not responding. Failure to return this may result in removal of the business's name from all bidder lists.
- 15) FIRM RESPONSE:** All Responses must be firm for at least 120 days from the due date of the Response.
- 16) DISQUALIFICATION OF RESPONDENTS:** Any one or more of the following causes may be considered sufficient for the disqualification of a Respondent and the rejection of the Response:
- a. Evidence of collusion among Respondents.
 - b. Lack of competency as revealed by either financial, experience, or equipment statements.
 - c. Lack of responsibility as shown by past work.
 - d. Uncompleted work under other contracts which, in the judgment of the County, might hinder or prevent the prompt completion of additional work if awarded.
- 17) DISCUSSIONS:** Discussions may be conducted with responsible Respondents, in order to clarify and assure full understanding of, and conformance to, the solicitation requirements. Discussions may be conducted with Respondents who submit Responses determined to be reasonably susceptible of being elected for award, but Responses may be accepted without such discussions.
- Respondents shall be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of Responses. Such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. If during discussions there is a need for any substantial clarification of or change in the RFQ, the RFQ shall be amended to incorporate such clarification or change. The Respondent shall reduce any substantial oral clarification of a Response to writing.
- 18) SUBCONTRACTORS:** In an effort to promote supplier diversity, Wayne County encourages Respondents to identify and include qualified minority businesses as subcontractors when proposing to provide products and services to the County.

The Contract will not be assignable to any other business entity without the County's approval. Respondents are encouraged to consider a joint venture. Respondents shall attach a copy of the agreement between Respondent and all subcontractors in their Response.

- 19) RESPONDENT RESPONSIBILITIES:** The Respondent must be capable, either as a firm or a team, of providing all services as described under SECTION 2 – SCOPE OF WORK and to maintain those capabilities until notification of the fact that their Response was unsuccessful. Exclusion of any service for this Response may serve as cause for rejection. The selected Respondent must remain capable of providing all services as described under SECTION 2 – SCOPE OF WORK and must maintain those capabilities until the agreement is successfully finished. The successful Respondent will be responsible for all Services in this Response whether they are provided or performed by the Successful Respondent or Subcontractor(s). Further, the County will consider the Successful Respondent to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the cost of any contract. The Successful Respondent must identify all Subcontractors and the Services they provide. The Successful Respondent is responsible for all payments and liabilities of all Subcontractor(s).

The County reserves the right to approve or reject, in writing, any proposed Subcontractor. If the County rejects any proposed Subcontractor in writing, the Successful Respondent shall be responsible to assume the proposed Subcontractor's responsibilities. The Successful Respondent may propose another Subcontractor if it does not jeopardize the effectiveness or efficiency of the contract. Nothing contained in the Response or in the contract shall create or be construed as creating any contractual relationship between any Subcontractor and the County.

- 20) COUNTY PARTICIPATION:** The County will provide appropriate personnel support for implementation of these agreements. The Respondent's Response should identify County FTEs required and tasks to be performed by County personnel. For the purpose of contract administration, Wayne County will designate a person to serve as County Contract Manager. The County Contract Manager will serve as the primary liaison between the County and the Successful Respondent and will coordinate overall management and administration of the contract for the County.
- 21) DISCLOSURE OF CONTENTS:** All information provided in the Response shall be held in confidence and shall not be revealed or discussed with competitors, until after award of the contract except as provided by law or court decision. All material submitted with the Response becomes the property of the County and may be returned only at the County's option.

Respondents must make no other distribution of their Responses other than authorized by this RFQ. A Respondent who shares cost information contained in its Response with other County personnel or competing Respondent personnel shall be subject to disqualification.

Respondents shall not be provided any information about other Responses or prices or where the Respondent stands in relation to others at any time during the evaluation process. Any request for such information by a Respondent, its subcontractor or an affiliated party may be viewed as a compromise to the evaluation process and the requesting Respondent may be eliminated from further consideration.

Responses are subject to public disclosure after the deadline for submission in accordance to state law under the Freedom of Information Act (FOIA).

SECTION 2 - SPECIFICATIONS

1) INTRODUCTION: Through this Request for Qualifications (RFQ), the Charter County of Wayne (County) hereby invites businesses who meet the qualifications and specifications set forth herein to submit Responses for the purpose of establishing a list of qualified businesses to be considered for information technology and/or communications projects for the Department of Technology. Only Respondents that are included on the list in the relevant area(s) will be sent Requests for Proposals (RFP) documents with detailed requirements for these projects. Each RFP will also include evaluation criteria and all other relevant information. The Respondents will have a limited number of days to provide the County with detailed proposals for these projects.

2) GENERAL INFORMATION: The Wayne County Department of Technology has embarked on a process to reduce the time between needs identification and contract implementation and to satisfy the needs for information technology and/or communications projects. This RFQ is the first part of that initiative.

Respondents are providing information so that the County can assess the qualifications of the Respondent. Only Respondents that qualify through this RFQ may propose on future information technology and/or communications projects while the list is active. Responding to this RFQ does not obligate the Respondent to propose on any future request nor does it pre-select any Respondent in such requests. Respondents that have a change in status or fail to perform may be removed from the list of qualified Respondents at any time. The decision to include or exclude a Respondent from the list is the sole right of Wayne County.

3) MINIMUM QUALIFICATIONS: Respondents (specifically, the business that may eventually be contractually bound under a contract with the County) will be deemed not qualified and rejected without any further evaluation if they do not meet the following mandatory qualifications:

- a) The Respondent must have 5 years of experience in the Information Technology and/or Communications industry
- b) The Respondent must have worked on at least three major information technology and/or communications projects
- c) The Respondent must utilize standard Project Management methodologies

4) TERM OF QUALIFIED LIST

The qualified list that results from this RFQ shall be valid for three years after the commencement of the initial list. Each Respondent that is placed on the list will be notified of their placement, as well as of the term of the list. Projects awarded during the term of this list may extend beyond the end date of the list if indicated in the specific project agreement.

SECTION 3 - EVALUATION CRITERIA AND SUBMITTAL REQUIREMENTS

- 1) **EVALUATION:** All Responses received will be evaluated by an Evaluation Committee comprised of County representatives. The following factors will be considered in making the selection of the qualified Respondents:

Qualifications:

- o Specific Project Experience of Respondent
 - o References
 - o Experience of Respondent's Key Management Personnel
- a) Each Response submitted in response to this RFQ shall focus on the above criteria. The Evaluation Committee also may consider past performance of the Respondent on other contracts with the County or other entities. Responses will be evaluated equally and fairly; no preference will be given to any Respondent based solely on previous experience with the County or to an incumbent thereof. The County reserves the right to make additional inquiries and may request the submission of additional information.
- b) **COUNTY-BASED ENTERPRISE (AND OTHER) ADVANTAGE PROGRAMS:** Wayne County administers a program that gives a pricing advantage to businesses located within Wayne County that are County-Based Enterprises (CBE). Additional advantage is also given if the business is located within the 10 Targeted Growth Communities within Wayne County (Detroit, Ecorse, Hamtramck, Highland Park, Inkster, Melvindale, River Rouge, Romulus, Sumpter Township, and Taylor). The County shall apply credit up to 5% to the pricing points for proposals submitted by certified County-Based Enterprises and 2% for TGCE. Wayne County also administers a Small Business program, an expanding business program, a Joint Venture program and a Mentor Venture program. To receive the applicable credit for any program, the Proposer and all first tier subcontractors must submit their certificates with the proposal. If you are not certified, contact the office of Human Relations at (313) 224-5021, or visit the County's website, www.waynecounty.com.

2) GENERAL SUBMITTAL REQUIREMENTS:

- a) **NUMBER OF COPIES:** One original, plus five copies (six total) of the entire Response must be submitted. The original must be marked "ORIGINAL". Each copy must be identical to the original.
- b) **RESPONSE FORMAT:** Each Response should be prepared simply and economically. Responses shall be in the same order as the requirements listed below and in the following section.
- c) **RESPONSE CONTENT:** The Respondent must include the following items, or the Response may be deemed non-responsive and rejected without any further evaluation.
- i) All general forms contained in this RFQ, fully completed:
 - 1) Response Form
 - 2) Proposal Interest and Experience Summary Form
 - 3) Business Information Questionnaire Form
 - 4) Living Wage Ordinance
 - 5) Slavery Era Disclosure Form
 - 6) Fair Employment Practices (FEP) Form
 - 7) Subcontractor Form
 - 8) Ethics in Contracting Vendor Form
 - ii) Evidence showing that the Respondent meets each of the Minimum Qualifications of this RFQ.
 - iii) A complete response to each of the items in the next section, which are specific to the evaluation criteria.
 - iv) A copy of Proposer's latest audited, reviewed, or compiled financial statements (balance sheet, income statement, statement of cash flows, footnotes) prepared by an independent certified public accountant. If your company is not required by federal, state and local law, financial institutions, or company management to have audited, reviewed, or compiled financial statements prepared by an independent certified public accountant, you may submit an internally generated balance sheet and income statement instead.

- 3) SUBMITTAL REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA:** Submit a complete response to each of the following items. List them in the order below, following your submission to the above. Experience and Qualifications:
- (1) Describe how you meet or exceed the minimum qualifications.
 - (2) Based on your responses in the "Proposal Interest and Experience Summary Form", describe the experience (including years of experience) in providing information technology and/or communications services in each of the information technology fields in which you are interested in proposing.
 - (3) Provide at least three (3) references for major information technology and/or communications projects, on which you have worked, including name of establishment, address, dates of service, contact name and telephone number.
 - (4) Describe the experience and qualifications of key management personnel. Include detailed resumes.
- 4) EXCEPTIONS:** Respondent shall clearly identify any proposed deviations from the language contained herein. Each exception must be clearly defined and referenced to the proper paragraph in this RFQ. The exception shall include, at a minimum, the Respondent's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the Respondent's Response, the County will assume complete conformance with this specification and the successful Respondent will be required to perform accordingly. Responses not meeting all requirements may be rejected. Responses taking exception to any language in the Form of Contract may be rejected as nonresponsive.
- 5) INTERVIEWS:** The County may conduct interviews/demonstrations to determine who is qualified to be placed on the list of qualified Respondents for each area. The County will notify each Respondent, if such presentation is required. These presentations will provide an opportunity for the Respondents to respond to questions posed by the evaluation committee and to clarify their Responses through exhibition and discussion. The County will not reimburse oral presentation costs of any Respondent.

SECTION 4 - REQUIRED FORMS

- (1) Response Form
- (2) Proposal Interest and Experience Summary Form
- (3) Business Information Questionnaire Form
- (4) Living Wage Ordinance,
- (5) Slavery Era Disclosure Form,
- (6) Fair Employment Practices (FEP) Form or a current FEP certificate,
- (7) Subcontractor Form,
- (8) Ethics in Contracting Vendor Form,

(Forms 4 through 8 are included in Attachment B)

RESPONSE FORM

Failure to complete this form shall result in your Response being deemed non-responsive and rejected without further evaluation.

TO: WAYNE COUNTY:

The Undersigned hereby offers and agrees to furnish the goods and/or services in compliance with all terms, scope of work, conditions, specifications, and addenda in the Request for Qualifications.

ADDENDA:

The undersigned has read, understands and is fully cognizant of the Information to Respondents, Offer and Form of Contract, all Exhibits thereto, together with any written addendum issued in connection with any of the above. The undersigned hereby acknowledges receipt of the following addendum(s): _____, _____, _____, _____ (write "none" if none). In addition, the undersigned has completely and appropriately filled out all required forms.

OBLIGATION:

The undersigned, by submission of this Offer, hereby agrees to be obligated, if selected as the Contractor, to provide the stated goods and/or services to the County, for the term as stated herein, and to enter into a Contract with the County, in accordance with the Conditions, Scope and Terms, as well as the Form of Contract, together with any written addendum as specified above.

COMPLIANCE:

The undersigned hereby accepts all administrative requirements of the RFQ and will be in compliance with such requirements. By submitting this Response Form, the Respondent represents that: 1) the Respondent is in compliance with any applicable ethics or anti-kickback provisions of the County's Procurement Ordinance, and 2) if awarded a contract to operate the Concession or provide the Services required in the RFQ, the Respondent will comply with the ethics and anti-kickback provisions of the Procurement Ordinance.

NONCOLLUSION:

The undersigned, by submission of this Response Form, hereby declares that this Response is made without collusion with any other business making any other Response, or which otherwise would make a Response.

PERFORMANCE GUARANTEE:

The undersigned further agrees that if awarded the Agreement, it will submit to the County any required performance guarantee (i.e. irrevocable letter of credit or cash deposit).

SUBMITTAL REQUIREMENTS:

The undersigned certifies it has attached a complete response to each of the submittal requirements listed in the Evaluation Criteria and Submittal Requirements section of this RFQ.

No Response shall be accepted which has not been manually signed in ink in the appropriate space below:

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

For clarification of this offer, contact:

Company Name

Name: _____

Address

Phone: _____

City State Zip

Fax: _____

Signature of Person Authorized to Sign

Email: _____

Printed Name

Title

Federal Tax ID

Acknowledged before me by _____ (name) as _____ (title)
of _____ (company) this ____ (day) of _____, 200__.

Notary Signature: _____

My Commission Expires: _____

Affix Seal

PROPOSAL INTEREST AND EXPERIENCE SUMMARY FORM

Please indicate below the types of services that your firm may be interested in providing, with the years of experience with these areas. Space has been provided to add areas of expertise not listed below. Please be sure to enter the industry standard title for such additional entries.

Proposal Interest	Yes/No	Years of Experience
Compliance		
Computer Maintenance		
Criminal Justice Systems		
Data Mining		
Database		
Desktop Support		
Disaster Recovery		
Document Management		
Financial System		
Geographic Information		
High Availability		
Intelligent Voice Response		
Jail Management Systems		
Medical Systems		
Mental Health Systems		
Network Analysis		
Network Infrastructure		
Network Security		
Oracle		
Outsourcing		
PeopleSoft		
Project Management		
Server Implementation		
Software Development		
Teleconferencing		

Proposal Interest	Yes/No	Years of Experience
Telecommunications		
• Cellular Phones		
• Data Circuits		
• Local Service		
• Long Distance		
• Mobile Devices		
• PBX/ACD		
• Voice Response		
• VOIP		
• Wiring		
• Others (list below)		
•		
•		
•		
•		
•		
Training and Development		
Voice Mail		
WEB Development		
Others (list below)		
•		
•		
•		
•		
•		

BUSINESS INFORMATION QUESTIONNAIRE

Submit the documents and information listed below. Failure to complete this form may result in the Respondent being deemed nonresponsive and rejected without any further evaluation.

1. BUSINESS ORGANIZATION

State the full name and address of your organization. Indicate whether you operate as an individual, partnership, nonprofit corporation, or profit-making corporation. If you operate as a corporation, include the state in which you are incorporated. If doing business under an assumed name, indicate the assumed name.

LEGAL NAME OF FIRM

ADDRESS

CITY

STATE

ZIP CODE

____ INDIVIDUAL ____ PARTNERSHIP

____ NONPROFIT CORPORATION ____ PROFIT MAKING CORPORATION

STATE OF INCORPORATION

Identify the individual(s) to be contacted during the evaluation of the response.

NAME

FIRM

ADDRESS

CITY

STATE

ZIP CODE

TELEPHONE

FAX NUMBER

E-MAIL

2. Attach copies of all applicable licenses and certifications.

3. Federal ID No. or social security number: _____

4. Principal Type of Business: (Describe) _____

5. Total No. of Years in Business: _____

6. Total No. of Employees: _____

7. Is the Respondent currently in bankruptcy or in the process of filing for bankruptcy?

Yes ____ No ____

If yes, describe the nature of the bankruptcy action pending or contemplated and the status of a pending bankruptcy. Limit the response to one page. Include case name, court number and federal bankruptcy court where filed. Attach the response titled, Bankruptcy, to this form.

8. Is the Respondent currently involved in litigation or an alternative dispute resolution process or been involved in litigation or an alternative dispute resolution process during the last three (3) years related to the type of services requested in this RFQ? Yes ____ No ____

If yes, describe the nature of the litigation or alternative dispute resolution process and its current status or how it was resolved. Limit the response to three (3) paragraphs per matter. Include case names, court numbers and state/county court where filed or other identifying information. Attach the response titled, Litigation or Alternative Dispute Resolution Matters to this form. Also, provide the following information for each matter listed:

a. Client Name _____

b. Address _____

c. Contact Person _____

d. Phone Number _____

9. Has the Respondent been terminated from any engagements prior to normal contract expiration in the past three (3) years? Yes ____ No ____

If yes, list, on a sheet titled, Respondent Early Termination of Engagements, such engagements and explain the reasons for early termination. Also, provide the following information for each matter listed:

a. Client Name _____

b. Address _____

c. Contact Person _____

d. Phone Number _____

10. Do you certify the Respondent does not owe the County delinquent taxes?

Yes ____ No ____

11. Do you acknowledge that if the Respondent is currently delinquent in its taxes to the County the Respondent's response may not be considered? Yes ____ No ____

12. Do you certify that the Respondent is not currently under suspension or debarment by the County, any state or the federal government? Yes ____ No ____

13. Do you acknowledge that if the Respondent is currently under suspension or debarment the Respondent's response may not be considered? Yes ____ No ____

14. Provide a short one-page description of the Respondent's organization including organization charts and indicating company officers, where applicable. Attach the response titled, Respondent's Organization, to this form.

15. Identify any contract(s), including any contract involving an employment or consulting relationship, which the firm, or its partners, principals, corporate officers or owners currently has with Wayne County, or with any of its Commissioners or officers.

16. LATEST CREDIT RATING (Specify if other than Dun and Bradstreet)

I hereby certify that the foregoing business information is true, correct and complete to the best of (my/our) knowledge and belief:

(Name of Company)

By _____
(Signature)

Date

(Title)

By _____
(Signature) Date

(Title)

**ATTACHMENT A - SUBSTANTIAL FORM OF PROFESSIONAL SERVICES
CONTRACT**

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THIS CONTRACT is between the County of Wayne, Michigan, a body corporate and Charter county, acting through _____ (the "County") and _____, a _____, Corporation (the "Contractor").

1. PURPOSE

1.01 The County is required to _____.

1.02 The Contractor is experienced and able to perform technical and professional services. The Contractor desires to provide these services for the County=s

2. ENGAGEMENT OF CONTRACTOR

2.01 The County engages the Contractor and the Contractor agrees to faithfully and diligently perform the services according to the terms and conditions contained in this Contract and consistent with the standard of practice in the community.

3. SCOPE OF SERVICE

3.01 The Contractor must perform the services described in Appendix A in a satisfactory manner, as determined within the discretion of the County. The Contractor warrants that the Contractor is authorized to do business under the laws of the State of Michigan and is qualified to perform the Services in this Contract.

3.02 If there is any dispute between the parties regarding the Contract, the parties shall meet and make a good faith effort to resolve the dispute. If the parties are unable to resolve the dispute, the matter shall be submitted to the Purchasing Director to be resolved according to the Procurement Ordinance.

3.03 The services include all conferences and consultation deemed necessary by the County to properly and fully perform the services.

3.04 All services are subject to review and approval of the County for completeness and fulfillment of the requirements of this Contract. Neither the County=s review, approval, or payment for any of the services shall be construed to operate as a waiver of any rights under the Contract, and the Contractor shall be and remain liable in accordance with the applicable law for all damages to the County caused by the Contractor=s negligent performance or nonperformance of any of the Services furnished under this Contract.

4. TERM OF CONTRACT

4.01 This Contract begins _____ and ends _____. The Contractor must expediently perform the services to achieve the objectives of this Contract. Upon written agreement, the parties may renew the contract for one year.

5. DATA TO BE FURNISHED CONTRACTOR

5.01 Upon the request of the Contractor, without charge, the County must furnish copies of all information, data, reports, records, etc., that the County thinks is necessary to do the services. The Contractor is entitled to visit County offices and key facilities as approved by the County, during regular business hours to obtain the necessary data. The Contractor will schedule conferences at convenient times with key administrative personnel of the County to gather the information.

6. PERSONNEL

6.01 To induce the County to enter into the Contract, the Contractor represents and warrants that the Contractor is authorized to do business under the laws of the State of Michigan and is duly qualified to perform the services as set forth in the Contract. The execution of this Contract is within the Contractor=s authorized powers, and is not in contravention of federal, state, or local law.

6.02 The Contractor warrants that all employees of the Contractor assigned to the performance of the services are qualified and authorized to perform the services under the state and local laws and governing professional association rules where the employee is employed.

6.03 Each employee must devote the time and professional ability as is necessary to most effectively and efficiently perform the services according to professional standards.

6.04 Whenever an employee assigned to this Contract must be replaced for any reason, the Contractor must supply an acceptable replacement as soon as possible and agrees not to substitute a lower classified employee to perform the services without obtaining prior County approval in writing.

6.05 Employees' daily working hours may be determined by the Contractor. When the employees are working in or about a County facility, Contractor agrees to adjust its employees' daily working hours to be the same as those worked by County employees working at the facility.

7. ADMINISTRATION

7.01 The Contractor must inform the County as soon as the following types of conditions become known:

- A. Probable delays or adverse conditions which do or may materially prevent the meeting of the objectives of the Contract. The Contractor must accompany this disclosure with a statement of any remedial action taken or contemplated by it; and
- B. Favorable developments or events which enable meeting time schedules or goals sooner than anticipated.

7.02 The Contractor must regularly inform the County of its activities in connection with its duties and must keep the County informed of the status of any program. The Contractor is not required to perform in a manner

materially in conflict with requirements imposed by any applicable law including any statute, county charter, ordinance, resolution or executive order.

7.03 The Contractor shall have no authority in the name of the County to borrow money, commence or defend litigation, spend money, or enter into contracts except as otherwise provided in this Contract.

8. COMPENSATION AND METHOD OF PAYMENT

8.01 The County agrees to pay the Contractor at the rates in Appendix B, attached. The compensation includes all remuneration to which the Contractor may be entitled. The County will not pay the Contractor for overtime, holiday or other premium charges or other benefits in addition to those stated in Appendix B. Maximum compensation shall not exceed \$_____.

8.02 The Contractor must, upon reasonable notice, be available to participate in any proceeding, whether legal, administrative or otherwise, or in any internal County preparatory meetings for the proceeding, in order to assist the County in any matter relating to the purpose or outcome of this Contract. The County will compensate the Contractor under a separately negotiated agreement for any services rendered pursuant to this section.

8.03 The County will pay for the proper performance of the services, commensurate with the progress of the work as evidenced by the timely performance of the services, and after it receives an invoice for payment. The invoice must certify the total cost of the services rendered to the project to date and the cost of all services for that billing period; and must describe the services rendered. If the invoice also requests reimbursement or payment for reimbursable expenses, the appropriate receipts must be attached. The Contractor must sign the invoice and send it to the County for each calendar month. This section is limited by the provisions of Article 8 with regard to the amounts payable for performance.

8.04 The Contractor must direct invoices to the attention of the individual specified in the Notice provisions, Article 20.

8.05 The Contractor must submit as part of the invoices, monthly progress reports indicating the Contractor's activities during the month and being signed by an authorized officer of the Contractor.

9. PROMPT PAYMENT

9.01 If the Contractor should subcontract a part of the obligations under this Contract to a business which has been certified by the County's Division of Human Relations as a small or disadvantaged business enterprise, the Contractor shall make prompt payments to each such subcontractor as the subcontract is performed which are at least equal to the prompt payments which are due to the Contractor under the provisions of this Contract. Unless alternate terms which have a similar purpose and effect are otherwise agreed upon in writing, the Contractor shall make payment within 45 days after delivery or satisfaction of the subcontract, or receipt of a complete invoice therefore, whichever is later. If an invoice is filled out incorrectly or contains a defect or impropriety, the Contractor shall notify the subcontractor of that fact within 10 days after receipt of the invoice. The 45 day period shall be extended by each day over 5 days which the subcontractor takes to make a correction. If a payment is past due, the Contractor shall pay to the subcontractor an additional amount to be calculated on a daily basis which is equal to an annual rate of interest of 9% (amount overdue X number of days overdue X .000246575). Interest shall not be due if payment is delayed because of a good faith disagreement between the Contractor and the subcontractor regarding contract performance and the dispute is resolved in favor of the Contractor. This provision is expressly intended to create a third-party right which is legally enforceable by a subcontractor. This provision does not, however, create a duty on the part of the County to seek enforcement of a default of this provision or to make payment to the subcontractor on behalf of the Contractor.

10. RECORDS - ACCESS

10.01 The Contractor and its subcontractor, must maintain complete books, ledgers, journals, accounts, or records in which it keeps all entries reflecting its operation pursuant to this Contract. The Contractor must keep the records according to generally accepted accounting practices and for a minimum of 3 years after the Contract's termination and completion.

10.02 The County and the Legislative Auditor General have the right to examine and audit all books, records, documents and other supporting data as they deem necessary of the Contractor, or any subcontractors, or agents rendering services under this Contract, whether direct or indirect, which will permit adequate evaluation of the services or the cost or pricing data submitted by the Contractor. The Contractor must include a similar covenant allowing for audit by the County and the Legislative Auditor General in any contract it has with a consultant or agent whose services will be charged directly or indirectly to the County. The County may delay payment to the Contractor pending the results of any such audit without penalty or interest.

10.03 The Contractor agrees that representatives of the County are entitled to make periodic inspections to ascertain that the Contractor is properly performing the services. The inspections may be made at any time during normal business hours of the Contractor. If, in the course of the inspections, the representatives of the County should note any deficiencies in the performance of the services of the Contractor, or any other mutually agreed upon performance deficiencies, the alleged deficiencies must be reported promptly to the Contractor, in writing. The

Contractor agrees to promptly remedy and correct any reported deficiencies within 10 days of notification by the County.

10.04 If, as a result of any audit conducted by or for a County, State of Michigan or Federal, agency relating to the Contractor's performance under this Contract, a discrepancy should arise as to the amount of compensation due the Contractor, the County may retain the amount of compensation in question from any funds allocated to the Contractor but not yet disbursed under the Contract. Should a deficiency still exist, the County may offset such a deficiency against the compensation to be paid the Contractor in any successive or future Contracts between the parties.

11. RELATIONSHIP OF PARTIES

11.01 The relationship of the Contractor to the County is and will continue to be that of an independent contractor. No liability or benefits, such as workers' compensation, pension rights, or insurance rights, arising out of, or related to a contract for hire or employer/employee relationship, accrues to either party or either party's agent, subcontractor or employee as a result of this Contract. No relationship, other than that of independent contractor will be implied between the parties, or either party's agent, employee, or subcontractor. The Contractor agrees to hold the County harmless from any claims, and any related costs or expenses.

11.02 For all purposes, County employees will remain employees of the County and the Contractor's employees will remain employees of the Contractor. The Contractor is being retained by the County as an independent contractor to provide services to the County, and is not being retained in any capacity as a joint enterprise or venturer with the County. The Contractor also covenants that none of its employees are or will be, during the period of this Contract, employees of the County.

12. INSURANCE

12.01 The Contractor, at its expense, must maintain during the term of this Contract the following insurance:

- A. Professional liability insurance with minimum limits of \$1 Million Dollars per occurrence and \$1 Million Dollars aggregate.
- B. Workers' Compensation Insurance which meets Michigan statutory requirements.
- C. Comprehensive General Liability Insurance with minimum limits of bodily injury of \$500,000 per occurrence and \$1 Million Dollars aggregate and with minimum limits for property damage of \$500,000 each occurrence and \$1 Million Dollars aggregate.
- D. Comprehensive Automobile Liability (including hired and non owned vehicles) with minimum limits for bodily injury of \$1 Million Dollars per occurrence and with minimum limits for property damage of \$500,000 per occurrence.

12.02 If, during the term of this Contract, changed conditions or other pertinent factors, should in the reasonable judgement of the County, render inadequate the insurance limits, the Contractor will furnish on demand such additional coverage as may reasonably be required and available under the circumstances. The insurance must be effected under valid and enforceable policies, issued by recognized, responsible Michigan insurers which are well-rated by national rating organizations.

12.03 Insurance policies must name the County as an additional insured and loss payee, and must not be canceled or materially changed without at least 30 days prior notice from the Contractor to the County. The Contractor must submit certificates evidencing the insurance to the Risk Management Division at the time the Contractor executes the Contract, and at least 15 days prior to the expiration dates of expiring policies.

13. INDEMNIFICATION

13.01 The Contractor agrees to save harmless the County against, and from any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against the County because of any of the following occurring during the term of this Contract:

- A. Any negligent or tortious act, error, or omission held in a court of competent jurisdiction to be attributable, in whole or in part to the Contractor, or any of its personnel, employees, consultants, agents, or any entities associated, affiliated, (directly or indirectly) or subsidiary to the Contractor now existing, or to be created, their agents and employees for whose acts any of them might be liable.
- B. Any failure by the Contractor, or any of its employees to perform its obligations either implied or expressed under this Contract.

13.02 The Contractor agrees that it is its responsibility and not the responsibility of the County to safeguard the property and materials that the employees of the Contractor use in performing this Contract. The Contractor must hold the County harmless for costs and expenses resulting from any loss of the property and materials used by its employees pursuant to the performance of the Contractor under this Contract.

13.03 The Contractor cannot hold the County liable for any personal injury incurred by the employee(s), agents or consultants of the Contractor while working on this Contract which is not held in a court of competent jurisdiction to be directly attributable to the gross negligence of the County or any employee of the County acting

within the scope of their employment. The Contractor agrees to hold the County harmless from any such claim by the Contractor's employees.

13.04 For purposes of these provisions, the term "County" includes the County of Wayne and all other associated, affiliated, or subsidiary departments or divisions now existing or to be created, their agents and employees.

13.05 This indemnity applies without regards to whether the claim, damage, liability or expense is based on breach of contract, breach of warranty, negligence, strict liability, or other tort. This indemnity survives delivery and acceptance of services.

13.06 This indemnity must not be construed as a waiver of any governmental immunity the County, its agencies, or employees, has as provided by statute or modified by court decisions.

14. BANKRUPTCY OR INSOLVENCY

14.01 If the Contractor is adjudicated bankrupt or insolvent, or if a trustee is appointed over the Contractor or any of its property, whether it is a third party or Contractor as debtor-in-possession (referred to as "Contractor" in this Article unless the context clearly requires otherwise) the following rights, obligations and limitations control:

- A. Contractor or any trustee must not assign any or all of its rights, title or interest, in or to this Contract, as this Contract is for the delivery of professional services and related services, as to which the County is entitled to insist upon performance solely by the Contractor.
- B. Contractor or any trustee may only assume this Contract if it provides adequate assurance of future performance. Adequate assurance of future performance means proof reasonably satisfactory to the County of:
 - (i) adequate financial capacity to employ or contract with sufficient personnel to perform the services assigned to the Contractor as provided in this Contract, and to pay for all services contracted for by the Contractor;
 - (ii) adequate financial capacity to own, operate, lease or obtain sufficient facilities and supplies to perform the services assigned to the Contractor as provided for in this Contract; and
 - (iii) adequate financial and professional capacity to maintain the professional standard provided in this Contract. The reasonable determination of the County as to the adequate professional capacity of the Contractor is determinative.
- C. Because of the unique nature of the services this Contract requires the Contractor to provide, the Contractor agrees that any requests by the County that the trustee or it as debtor-in-possession assume or reject this Contract in a shorter time than provided for in 11 U.S.C. '365 is reasonable so long as the trustee or Contractor receives no less than 5 business days' notice.
- D. If this Contract is terminated during bankruptcy proceedings or if the trustee or debtor-in-possession successfully and properly obtains a court order rejecting this Contract, the Contractor as debtor-in-possession or its trustee must cooperate with the County in arranging for the orderly transfer of responsibilities to persons or entities as the County may designate. The rejection is not effective until the orderly transfer of responsibilities, consistent with sound professional practice, has been completed.

14.02 Although neither party has the right to terminate the Contract merely because the other is adjudicated bankrupt or insolvent or a trustee or a debtor-in-possession is appointed over any parties' property, each party retains all of the other termination rights set forth elsewhere in this Contract during the period of any proceedings under the Bankruptcy Code.

15. NOTICE OF MATERIAL CHANGES

15.01 The Contractor must immediately inform the County of material changes in its operation, ownership or financial condition. Material changes include, but are not limited to:

- A. Reduction or change in staffing assigned to the Contract.
- B. Decrease in, or cancellation of, insurance coverage.
- C. Delinquent payment, or nonpayment, of tax obligations.
- D. Delinquent payment, or nonpayment, of payroll obligations.
- E. Delinquent funding, or nonfunding, of pension or profit sharing plans.
- F. Delinquent payment, or nonpayment, of subcontractors.
- G. Termination of, or changes in, subcontracts.
- H. Transfer, sell, assignment or delegation to an entity other than the Contractor, of ownership or administrative services.

16. TERMINATION

16.01 The County may terminate this Contract without cause at any time, without incurring any further liability, other than as stated in this Article by giving written notice to the Contractor of the termination. The notice must specify the effective date, at least 30 days prior to the effective date of the termination, and this Contract will

terminate as if the date were the date originally given for the expiration of this Contract. If the Contract is terminated, the County will pay the Contractor for the services rendered prior to termination, as soon as can be authorized. The County will compute the amount of the payment on the basis of the services rendered, and other means which, in the judgment of the County represents a fair value of the services provided, less the amount of any previous payments made. The final payment constitutes full payment. If the Contractor accepts the payment, the Contract is satisfied. The parties agree that no payments under this section will exceed the amount payable under Article 8.

16.02 The County may terminate this Contract because the Contractor has failed to comply with any of the material terms and conditions of this Contractor or has deliberately failed without good cause to perform according to the specifications or within the time limit provided in this Contract. The County may procure, upon such terms and in such manner as the County may deem appropriate, Services similar to those terminated, and the Contractor shall be liable to the County for any costs to obtain and transition similar services, provided the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Article. In addition to any legal remedies otherwise available to the County by law or equity, the Contractor shall be responsible for all additional costs, charges, and damages incurred by the County in connection with the completion of the Contract. Such expenses shall be deducted from any monies due or which may become due the Contractor under the Contract. If such expense exceeds the sum which would have been payable under the Contract, then the Contractor shall pay, on demand, such excess amount to the County. Should a deficiency exist, the County may offset such a deficiency against the compensation to be paid the Contractor in any concurrent, successive or future contracts between the parties. All excess procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Contract.

16.03 After receipt of a Notice of Termination and except as otherwise directed by the County, the Contractor must:

- A. Stop work under the Contract on the date and to the extent specified in the Notice of Termination.
- B. Obligate no additional contract funds for payroll costs and other costs beyond the date as the County specifies.
- C. As of the date the termination is effective, present all Contract records and submit to the County the records, data, notes, reports, discs, and documents ("Records") as the County specifies, all pertinent keys to files, and carry out such directives as the County may issue concerning the safeguarding or disposition of files and property.
- D. Submit within 30 days a final report of receipts and expenditures of funds relating to this Contract.
- E. Place no further orders on subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under this Contract as is not terminated;
- F. Terminate all orders and subcontracts to the extent that they relate to the portion of work so terminated;
- G. Submit within 30 days a listing of all creditors, subcontractors, lessors, and other parties with which the Contractor has incurred financial obligations pursuant to the Contract.

16.04 Upon termination of this Contract, all Records prepared by the Contractor under this Contract or in anticipation of this Contract must, at the option of the County, become its exclusive property, whether or not in the possession of the Contractor. The Records are free from any claim or retention of rights on the part of the Contractor except as specifically provided. The County must return all the properties of the Contractor to it.

16.05 Any intentional failure or delay by the Contractor to deliver the Records to the County will cause irreparable injury to the County not adequately compensable in damages and for which the County has no adequate remedy at law. The Contractor will pay the County \$500.00 per day as liquidated damages, and not as a penalty, until it delivers the Records to the County. The County may seek and obtain injunctive relief in a court of competent jurisdiction and compel delivery of the Records which the Contractor consents to as well as all applicable damages and costs. The County has unrestricted use of the Records for the purpose of completing the services.

16.06 Access to the records prior to delivery must be restricted to authorized representatives of the County and the Contractor. The Contractor has no right to disclose or use any information gathered in the course of its work without obtaining the written concurrence of the County. All the information must be confidential and handled in such a manner at all times as to preserve confidentiality. The Records as well as any related products and materials are proprietary to the County, having been developed for the County for its own and sole use.

16.07 In addition, each party will assist the other party in the orderly termination of this Contract and the transfer of all aspects, tangible or intangible, as may be necessary for the orderly, non-disrupted business continuance of each party.

17. ETHICS IN CONTRACTING

17.01 The Contractor must comply with Article 12 of Chapter 120 of the Wayne County Code governing Aethics in Public Contracting.@

17.02 Contractor=s material misrepresentation or delinquency in the disclosures required by section 120-225 of the Wayne County Code constitutes a material breach of this Contract, sufficient to warrant immediate termination

and the imposition of liquidated damages (not a penalty) of fifteen percent (15%) of the consideration made or due under the Contract as of the date of termination.

17.03 If the County determines that the Contractor has made a material misrepresentation or is willfully delinquent or knowingly evasive in the disclosures required by section 120-225, the Contractor and any other business which has substantially the same principal beneficiaries (as defined in section 120-238 of the Wayne County Code), may be debarred by the Purchasing Director, pursuant to Article 6 of Chapter 120 of the Wayne County Code, from competing for any further County contracts for up to three (3) years.

17.04 If the contract price is in excess of \$20,000 , or the terms thereof require the approval of the Wayne County Commission, and the Contractor knowingly collaborate in or induces a violation of any of the ethical standards that are set forth in sections 120-223, 120-224, 120-225, 120-228, 120-229, 120-231 or 120-233 of the Wayne County Code, the County has the right to impose any one or more of the following sanctions:

- A. Immediately terminate the Contract and require the Contractor to pay the County liquidated damages, and not a penalty of 15% of the total Contract compensation;
- B. Debar or suspend the Contractor from consideration from competing for further County contracts; or
- C. Recover the value transferred or received in breach of the ethical standards by a County employee or other person.

18. NONDISCRIMINATION PRACTICES

18.01 The Contractor must comply with:

- A. Titles VI and VII of the Civil Rights Act (42 U.S.C. ' ' 2000d et. seq.) and the United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to those Titles.
- B. The Age Discrimination Act of 1985 (42 U.S.C. ' 6101-07).
- C. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. ' 794).
- D. The Americans with Disabilities Act of 1990 (42 U.S.C. ' 12101 et. seq.) and its associated regulations.
- E. The Michigan Civil Rights Act (P.A. 1976 No. 453) and the Persons With Disabilities Civil Rights Act (P.A. 1976 No. 220).
- F. Article XI of Chapter 120 of the Wayne County Code governing Equal Contracting Opportunity.
- G. Any other appropriate affirmative action provisions as may be required from time to time by the Director of Human Relations of the County. Contractor shall promptly give notice of any such provisions to County during the term of the Contract.

18.02 The Contractor must not:

- A. Refuse to recruit, hire, employ, promote or to bar or discharge from employment an individual, or discriminate against an individual in compensation, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.
- B. Limit, segregate, or classify an employee or applicant for employment in a way which deprives or tends to deprive any individual of employment opportunities or otherwise adversely affects the employment status of an employee because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.
- C. Print or publish or cause to be printed or published a notice, application, or advertisement relating to employment by the Contractor indicating a preference, limitation, specification, or discrimination based upon race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.
- D. Except as permitted by rules and regulations promulgated pursuant to Article XI of the Wayne County Code, or applicable state or federal law, make or use a written or oral inquiry or form of application that elicits or attempts to solicit information concerning the race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight, of perspective employees. Contractor also shall not make or keep a record of that information or disclose such information.
- E. Make or use a written or oral inquiry or form of application that expresses a preference, limitation or specification based on religion, race, color, creed, national origin, age, height, weight, marital status, handicap, or sex.

18.03 The Contractor must notify any subcontractor of the obligations relative to non-discrimination under this Contract when soliciting the subcontractor. The Contractor shall include the provisions of this Article in any subcontract, as well as provide the County with a copy of any subcontract agreement.

18.04 The Contractor and its subcontractors must not discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of this Contract, with respect to hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight. This Section does not apply if it is determined by the Division of Human Relations that the requirements are

bona fide occupational qualifications reasonably necessary to perform the duties required for employment. The burden of proof that the occupational qualifications are bona fide is upon the Contractor.

18.05 Breach of any of the covenants in this Article may be regarded as a material breach of this Contract.

18.06 If the Contractor does not comply with the non-discrimination and affirmative action provisions of this Contract, the County may impose sanctions, as it determines to be appropriate, including but not limited to:

- A. Withholding of payments to the Contractor under this Contract until the Contractor attains compliance;
- B. Cancellation, termination or suspension of this Contract, in whole or in part;
- C. Disqualification from bidding on future contractors for a period of no more than 3 years;
- D. Referral to Corporation counsel for consideration of injunction, liquidated damages or other remedies;

and/or

- E. Because of the impracticable ability and extreme difficulty of fixing and ascertaining the actual damages which the County would sustain, the imposition of liquidated damages (not a penalty) in the amount of \$500.00 per day, for each day that the Contractor shall fail to comply with said requirements, as determined by the Purchasing Director, in consultation with the Director of Human Relations and Corporation Counsel. The liquidated damages shall first be setoff against the unpaid portion of the Contract price, and the balance shall be paid by the Contractor.

18.07 If the Contract is funded, in whole or in part, by federal funds:

- A. Contractor's breach of the affirmative action commitments set forth in this Article constitutes a material breach of the Contract sufficient to warrant termination and the imposition of liquidated damages as set forth above, based upon the decision of the Director of Human Relations;
- B. Contractor must provide immediate notice to the County's Chief Executive Officer, the Director of Human Relations, and the Wayne County Commission when a subcontractor who was part of the Contractor's affirmative action commitment is terminated or substantially displaced by a subcontractor who does not qualify as a disadvantaged business enterprise, as that term is defined in section 120-194 of the Wayne County Code; and
- C. Contractor must establish and implement a good faith plan and goal to eliminate the continuing effects of past discrimination, which is determined by the Division of Human Relations to be appropriate for that purpose, provided the County has been authorized by the funding source to require such an affirmative action commitment from the Contractor.

18.08 In the event that this Contract is or becomes subject to federal or state law which conflicts with the requirements Article XI of the Wayne County Code, the provisions of the federal or state law shall apply and the Contract shall be interpreted and enforced accordingly.

19. PAYMENT OF LIVING WAGE

19.01 The Contractor must pay its work force a living Wage, as defined Section 120-65 of the Procurement Ordinance for the term of the Contract. The Contractor must post a notice of this requirement in its work place; which notice must state that if the Contractor has failed to comply with the requirements of this Article, an employee may file a notice of noncompliance upon the Compliance Manager. If an employee of the Contractor files a complaint with the Compliance Manager, the Compliance manager shall notify the Contractor to submit proof of compliance within 30 days. Failure of the Contractor to do so shall be grounds for termination of this Contract.

19.02 If the Contractor does not comply with the Living Wage provisions of this Contract, the County may impose sanctions, as it determines to be appropriate, including but not limited to:

- A. Because of the impracticable ability and extreme difficulty of fixing and ascertaining the actual damages which the County would sustain, the imposition of liquidated damages (not a penalty) in the amount of \$50.00 per day, for each day that the Contractor shall fail to comply with said requirements;
- B. Termination of the Contract, if the Contractor failure to rectify the non-compliance within thirty (30) days from the date of notice of the determination of noncompliance;
- C. Requiring the Contractor to pay to the employee affected the amount of the deficiency, for each day the violation continues;
- D. Withholding of payments to the Contractor under this Contract in amounts necessary to effectuate the payments;
- E. Refusal to accept any bids or grant applications or requests for a period of five (5) years if the Contractor has failed on two (2) separate occasions to comply with this Article during the previous five (5) year period.

19.03 If the auditor determines that the Contractor has violated the Living Wage Ordinance, the County may immediately terminate the Contract and debar the Contractor from bidding on or entering into any contract with the County or from receiving any financial assistance from the County for a period of five years.

19.04 Upon execution of this Contract, the Contractor shall file with the County a signed affidavit stating that all employees working under the Contract meet the requirements of the ordinance and shall continue to meet the requirements of this ordinance for the life of the Contract. The affidavit must be signed by the business owner or

another designated representative of the Contractor. The Contractor shall maintain payroll records for all employees and shall preserve them for a period of at least four (4) years. The Contractor shall permit access to job sites and relevant payroll records for authorized County representatives for the purpose of monitoring compliance, investigating employee complaints of non-compliance, and evaluating the operation and effects of the ordinance. In addition to any other sanctions set forth herein, a Contractor who fails to submit documents, declarations or information required to demonstrate compliance shall be deemed by the auditor to be noncompliant or non responsive and shall have Contract payments denied or suspended until compliance is demonstrated.

20. NOTICES

20.01 All notices, consents, approvals, requests and other communications ("Notices") required or permitted under this Contract must be given in writing and mailed by first-class mail and addressed as follows:

If to the Contractor:

Phone: _____

Fax: _____

E-mail: _____

If to the County:

Phone: _____

Fax: _____

E-mail: _____

20.02 All notices are deemed given on the day of mailing. Either party to this Contract may change its address for the receipt of notices at any time by giving notice to the other as provided. Any notice given by a party must be signed by an authorized representative of such party.

20.03 Termination notices, change of address notices, and other notices of a legal nature, are an exception and must be sent by registered or certified mail, postage prepaid, return receipt requested.

21. JURISDICTION AND LAW

21.01 This Contract, and all actions arising from it, must be governed by, subject to, and construed according to the law of the State of Michigan. The Contractor consents to the personal jurisdiction of any competent court in Wayne County, Michigan, for any action arising out of this Contract. Service of process at the address and in the manner specified in this Contract will be sufficient to put the Contractor on notice. The Contractor will not commence any action against the County because of any matter arising out of or relating to the validity, construction, interpretation and enforcement of this Contract, in any courts other than those in the County of Wayne, State of Michigan unless original jurisdiction is in the United States District Court for the Eastern District of Michigan, Southern Division, the Michigan Supreme Court or the Michigan Court of Appeals.

22. CONFIDENTIAL INFORMATION

22.01 If the County discloses confidential information to the Contractor's employees pertaining to the County's past, present and future activities, the Contractor must instruct its employees to regard all information gained by each person as a result of the services to be performed as information which is confidential and not to be disclosed to any organization or individual without the prior written consent of the County.

22.02 The Contractor agrees to take appropriate action with respect to its employees to insure that the obligations of nonuse and non-disclosure of confidential information concerning this Contract can be fully satisfied.

23. CHANGES IN SCOPE/SERVICE

23.01 County may request changes to the scope of Services to be furnished or performed by the Contractor under the Contract, as well as changes in the time of performance of the Contract. All such changes shall be authorized by either Change Order or Contract Modification.

23.02 Contractor acknowledges that any change in the Contract price represents full compensation for all costs associated with the change request, including delay costs, impacts, acceleration, disruption, consequential damages and any other cost of any nature.

23.03 Any adjustment in the Contract price shall be computed in the manner as the parties may agree. Failure of the parties to agree to an adjustment shall not excuse the Contractor from proceeding with the Contract as changed, provided the County promptly and duly makes provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the required Services under protest, the Contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of the time for completion.

23.04 No action, conduct, omission, prior failure or course of dealing by the County shall act to waive, modify, change or alter the requirement that Contract Modifications must be in writing and signed by the County and the Contractor. Contractor further acknowledges that Change Orders and Contract Modifications are the exclusive method for effecting any change to the Contract. If the change is a Change Order, it must be signed by an authorized representative of the County.

24. MISCELLANEOUS

24.01 The Contractor covenants that it is not, and will not become, in arrears to the County upon any contract, debt, or any other obligation to the County, including real property and personal property taxes.

24.02 Articles 13, 19, and 20 survive termination of the Contract.

24.03 All the provisions of this Contract are "covenants" and "conditions" as though the words specifically expressing or imparting covenants and conditions are used in each provision.

24.04 If any Affiliate of the Contractor takes any action which, if done by the Contractor, would constitute a breach of this Contract, the action is deemed a breach by the Contractor. "Affiliate" is a "parent", subsidiary or other company controlling, controlled by or in common control with the Contractor.

24.05 Neither party is responsible for force majeure events. If there is a dispute between the parties with regard to what constitutes a force majeure event, the County's reasonable determination is controlling.

24.06 Unless the context otherwise requires, the words, "herein", "hereof" and "hereunder", and other words of similar import, refer to this Contract as a whole and not to any particular article, section, or other subdivision.

24.07 The headings of the articles in this Contract are for convenience only and must not be used to construe or interpret the scope or intent of this Contract or in any way affect the Contract.

24.08 As used, the singular includes the plural, the plural includes the singular, and the use of any gender is applicable to all genders.

24.09 The Contractor warrants that any products sold or processes used in the performance of this Contract do not infringe upon or violate any patent, copyright, trademark, trade secret or any other proprietary rights of any third party. If a third party makes a claim against the County, the County must promptly notify the Contractor. The Contractor must defend the claim in the name of the County, at the Contractor's expense. The Contractor must indemnify the County against any loss, cost, expense or liability arising out of the claim, whether or not the claim is successful.

24.10 The Contractor must comply with and must require its employees to comply with all applicable laws and regulations. The Contractor must hold the County harmless with respect to any damages arising from any violations of this Article by it or its employees.

24.11 No failure by a party to insist upon the strict performance of any term of this Contract or to exercise any term after a breach, constitutes a waiver of any breach of term. No waiver of any breach affects or alters this Contract, but every term of this Contract remains effective with respect to any other then existing or subsequent breach.

24.12 If any provision of this Contract or the application to any person or circumstance is, to any extent, judicially determined to be invalid or unenforceable, the remainder of the Contract, or the application of the provision to persons or circumstances other than those as to which it is invalid or unenforceable, is not affected and is enforceable.

24.13 This document, including the Appendices, contains the entire agreement between the parties and all prior negotiations and agreements are merged in this document. Neither party has made any representations except those expressly set forth. No rights or remedies are, or will be acquired by either party by implication or otherwise unless set forth.

24.14 The Contractor must not assign this Contract, nor any part, or subcontract any of the work or services to be performed without the County's prior written approval.

25. AUTHORIZATION AND CAPABILITY

25.01 The Contractor warrants to the County that it has taken all corporate actions necessary for the authorization, execution, delivery and performance of this Contract. It is ready to perform its obligations. The Contractor further warrants that the person signing this Contract is authorized to do so on behalf of the Contractor and is empowered to bind the Contractor to this Contract.

25.02 This Contract is effective only upon review and approval by the Wayne County Commission.

26. SIGNATURE

26.01 The County and the Contractor, by their authorized officers and representatives have executed this Contract.

CONTRACTOR

COUNTY OF WAYNE

By: _____

By: _____

ROBERT FICANO

Its: _____

Its: COUNTY EXECUTIVE

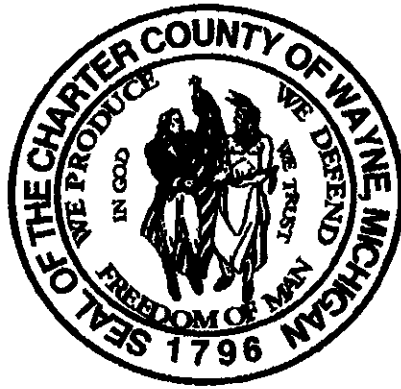
ATTACHMENT C - ADDITIONAL REQUIRED FORMS

Failure to complete these forms may result in your Response being deemed non-responsive and rejected without further evaluation.

See the attached packet that includes the following Additional Required Forms:

- Living Wage Ordinance
- Slavery Era Disclosure Form
- Fair Employment Practices (FEP) Form or a current FEP certificate
- Subcontractor Form
- Ethics in Contracting Vendor Form

21-Page Form Packet Follows



ATTENTION *** ATTENTION***** ATTENTION**

**FAILURE TO COMPLETE AND SUBMIT THE
FOLLOWING FORMS WITH YOUR COMPLETED
BID PACKAGE MAY RESULT IN YOUR BID BEING
DEEMED NON-RESPONSIVE**

FORMS INCLUDE:

- **LIVING WAGE ORDINANCE**
- **SLAVERY ERA DISCLOSURE ORDINANCE**
- **FEP FORMS**
- **SUBCONTRACTOR FORMS**
- **ETHICS IN CONTRACTING FORMS**

Wayne County Human Relations Division Living Wage Ordinance Compliance Form

This form MUST be completed by all Prime Contractors receiving a service contract of more than \$50,000 from Wayne County.

Company Name

PC3/Contract #

Pursuant to the Living Wage Ordinance, all contractors or grantees, for service contracts that exceed \$50,000, are required to pay its work force a living wage and shall maintain this rate of pay for the duration of the contract or grant period.

Living Wage shall mean an hourly wage rate, which on an annual basis (based on 40 hours per week, 50 weeks per year) is equivalent to either of the following:

- a. 125 percent of the federal poverty level or
- b. 100 percent of the federal poverty level, if health care benefits are provided to the employee.
- c. One hundred twenty-five percent (125%) of this figure is
\$25,000. = \$12.50/hr.
- d. One hundred percent (100%) of this figure is **\$20,000. w/health benefits= \$10.00 /hr.**

As a contractor with Wayne County I agree to comply with the Living Wage Ordinance, by providing a living wage to all employees pertaining to this contract and I will post the Living Wage Guidelines notice for all employee information. I have full knowledge of the following conditions:

- A Vendor who violates this Ordinance shall pay to each employee affected the amount of the deficiency for each day the violation continues.
- Willful or repeated violation of this Ordinance shall entitle the County to terminate the contract.

I declare that all of the information contained in this form is complete and accurate to the best of my knowledge.

Print Name _____ Title _____

Signature _____ Date _____

2006 Human Relations Living Wage Guidelines

Wayne County's Division of Human Relations under the authority granted by Section 120-69 (c) of the Living Wage Ordinance, offers this guideline in an effort to assist vendors with compliance with Ordinance No.2004-588. The following calculations are based on the 2006 U.S Department of Health and Human Services Poverty Guidelines.

Pursuant to the Living Wage Ordinance, all contractors or grantees, for services contracts that exceed \$50,000, are required to pay its work force a living wage and shall maintain this rate of pay for the duration of the contract or grant period.

Ord No. 2004-588 sec 120-69(a) states:

Living Wage shall mean an hourly wage rate, which on an annual basis (based on 40 hours per week, 50 weeks per year) is equivalent to either of the following:

- a. 125 percent of the federal poverty level or
- b. 100 percent of the federal poverty level, if health care benefits are provided to the employee.

Health Care benefits shall mean comprehensive medical coverage fully paid for by the contractor or grantee, whether provided on an insured or self-funded basis. Health care benefits may include membership in a Health Maintenance Organization (HMO) or similar entity, if the membership or subscription fee is fully paid for by the contractor or grantee. Health care benefits means medical coverage for the employee and the employee's dependents if the employee is married or otherwise legally responsible for the care of a dependent.

The "2006" "Poverty Guidelines " for a family of four (4) is \$20,000.00.

One hundred twenty-five percent (125%) of this figure is \$25,000.00 = \$12.50 /hr

One hundred percent (100%) of this figure is \$20,000.00 w/health benefits= \$10.00 /hr

Per the Ordinance, a forty-hour week for fifty weeks a year is equivalent to 2,000 hours per year. Using 2,000 hours as the work year an hourly figure is derived by dividing the annual figure by 2,000 hours.

***IF YOU ARE AWARE OF A VIOLATION OF THIS ORDINANCE PLEASE
CONTACT WAYNE COUNTY'S HUMAN RELATIONS DIVISION (313) 224-5021.***

Wayne County Slavery Era Disclosure Ordinance Requirements

Prospective Contractor:

Pursuant to the requirements of Section 120-194 of the Wayne County Procurement Ordinance, any firm or business which is proposed to receive a contract valued at more than \$20,000 shall file this disclosure affidavit. The County's procurement ordinance also requires that any firm or business which was organized before January 1, 1866 or for which a predecessor was organized before January 1, 1866, is required to conduct a thorough search of its archives and records to determine whether it or any predecessor business "may have invested in, or supported or profited in some manner from the institution of slavery."

As part of the affidavit, a business is required to include a copy of any record(s) from the business or any predecessor that would evidence any and all insurance policies issued for the protection of property interests in slaves, the names and ages of those slaves, and all loans or investments made to persons or in and to businesses which made use of slaves.

The failure by a firm or business to file this disclosure statement may be grounds for non-award of a County contract. In addition, filing a false statement or failing to file a full disclosure may be considered a substantial breach of contract, thereby constituting reasonable grounds for the County to cancel the existing contract, to institute liquidated damages, and/or to pursue debarment under the procurement ordinance.

Attached to this letter, please find a copy of the Slavery Era Disclosure Affidavit for your review and completion. This affidavit is required in order for Wayne County to process your proposed contract. If your proposed contract is for at least \$20,000.00, the contract cannot be awarded without your business completing this form and returning it directly to the Division of Human Relations or as an attachment with your solicitation response.

If there are any additional questions you may have regarding the above request, please feel free to contact Human Relations Division at (313) 224-5021 or Purchasing Division at (313) 224-5151.

Sincerely,

Purchasing Division

Human Relations Division

Wayne County Slavery Era Disclosure Affidavit

1) Name of Business: _____

2) Address of Business: _____

City _____ State _____ Zip _____

3) Was your business formed prior to January 1, 1866? ☐ Yes ☐ No If yes, indicate year _____

4) Do you have any Predecessor Firm or Business that existed prior to January 1, 1866? _____

If so, please list these firms/businesses and their dates of formation
(use additional sheets as necessary):

5) Please read the following statement and have an authorized agent of your firm/ business sign one of the following three lines:

The firm / business has searched its records and those of any predecessor for information relating to participation or investment in, or profits derived from slavery or slaveholder insurance policies during the slavery era. Based on that diligent research, the company represents that:

_____ Neither the Company nor any predecessor(s) existed prior to January 1, 1866.

_____ The Company found no records that it or any predecessor(s) had any participation or investment in, or derived profits from slavery or slaveholder insurance policies during the slavery era.

_____ The Company found records that the Company or its predecessor(s) did participate in or invested in slavery and/or derived profits from slavery or slaveholder insurance policies. The nature of this participation, investment, or insurance policy is disclosed on the attached documents including the names and ages of slaves, slaveholders, and all loans or investments made.

6) I declare that the representations made herein are accurate to the best of my knowledge and are based upon a diligent search of records. All documentation attached to this affidavit reflects full disclosure of all records known and identified that are required to be disclosed by Wayne County. I further acknowledge that any failure to conduct a diligent search or to make a full and complete disclosure may result in cancellation of my contract by the County of Wayne, the institution of liquidated damages by the County and possibly debarment.

Authorized Agent (print)

Title

Authorized Agent Signature

Date

Attention

If you have a Current Certificate of FEP
Compliance

STOP, DO NOT complete this application.
Submit a copy of your FEP Certificate with your
response/bid.

If you **DO NOT** have a current Certificate of
FEP compliance, please complete this
application. You **Must** submit a completed copy
of the FEP application with your response/bid
packet to Purchasing.



Robert A. Ficano
County Executive

Potential Contractors and Subcontractors

The Wayne County Procurement Ordinance requires that all County contractors and subcontractors who participate in contract awards of more than \$50,000 (supply/service) and more than \$100,000 (construction) establish compliance with its Equal Employment Opportunity provisions.

Enclosed is the Fair Employment Practices (FEP) Application, which includes sections 1 through 5. All applicants must complete **Sections 1 through 4** (a **federal EEO-1 report** may be **substituted for section 2**). Section 5 is applicable only to those participating on contracts funded by the federal government. After completing Section 5, keep the list of 16 Good Faith Efforts for your records.

Please note: If additional information/documentation is needed, you will be notified **via certified mail** and given a **10-business day time period** in which to return the information. **Failure to submit the requested information in the allotted time will result in denial of the application as of the date specified on the notice, you will not receive any other correspondence.**

Upon our approval, you will be issued a Certificate of FEP Compliance which will make you eligible to bid on County contracts for one or three years from the date of issuance. Be sure to **renew your FEP compliance status 60 days prior to the expiration date on the certificate.** You can download the FEP application from our website, www.epurchasing.waynecounty.com or you can contact our office at (313) 224-5021.

Whether you bid directly with the County or with a contractor (i.e. you are a subcontractor) a copy of the Certificate of FEP Compliance MUST be included with all bids as evidence of your compliance. **Please keep a copy of your FEP certificate readily available for submission with each bid. Additional copies will not be provided**

Rev. 03/07

Human Relations Division, 600 Randolph, 5th floor, Detroit, MI 48226, (313) 224-5021, Fax (313) 224-6932

WAYNE COUNTY HUMAN RELATIONS DIVISION

FEP FACT SHEET

- Fair Employment Practice Review (FEP)
- Required of prime contractors when a contract is more than \$50,000 (supply/service) or more than \$100,000 (construction).
- Required of all subcontractors regardless of the dollar amount at which the subcontractor participates.
- Process:
 1. Complete fully and return the application.
 2. Depending on the results of our review, one of the following will occur:
 - a) Application Approved. "Certificate of FEP Compliance" mailed.
 - b) Applicant placed in non-compliance status and refused future bid consideration if applicant fails or refuses to respond adequately to requirements and in a timely fashion.
 3. Upon approval certification is valid for one or three years. Firm must submit a new application 60 days prior to expiration to maintain uninterrupted compliance.
 4. **Subcontractor Designation Form** - Complete the Subcontractor Designation form if the Purchasing Division has notified you that you are the intended awardee of a County contract. The Wayne County Human Relations subcontractor designation form can be accessed in the bid packet or downloaded from www.epurchasing.waynecounty.com. You can also contact our office at (313) 224-5021 to obtain the form.
 5. **Form Sets Involved:**

Form(s)	Disposition
FEP Application Packet	
Section 1 – General Information	Complete and return
Section 2 – Employee Statistics Report	Complete and return
Section 3 – Hires / Terminations / Promotions	Complete and return
Section 4 – Commitment to exercise Fair Employment Practices	Complete and return
Section 5 – Good Faith Efforts List	Keep, implement, document actions taken
GFE Checklist & Acknowledgement	Evaluate, check appropriate boxes, sign and return
(Section 5 – Federal Contracts Only)	
Subcontractor Designation Form	Can be accessed at www.epurchasing.waynecounty.com or by calling (313) 224-5021.

When bidding on a contract:

1. In addition to the other locations for application forms, the prime contractor will have forms available as part of the procurement proposal or specification package obtained from the County.
2. The responsibility to insure that all appropriate subcontractors have FEP approvals rests with the prime.
3. Subcontractors should send copies of their "Certificate of FEP Compliance" to prime contractors as evidence of compliance. The primes must submit copies of their subcontractors' certificates when submitting their bids.

CONFIDENTIAL
WAYNE COUNTY HUMAN RELATIONS DIVISION
FAIR EMPLOYMENT PRACTICES APPLICATION

SECTION 1:
GENERAL INFORMATION

THIS REQUEST IS FOR:				☐ FIRST FEP COMPLIANCE		☐ FEP COMPLIANCE RENEWAL	
Firm Name:				Fed Tax ID or SSN:			
Street Address (Actual Street):							
City:		County:		State:		Zip Code:	
Mailing Address (if different than above):							
Telephone: ()				Fax no: ()			
Authorized Contact:		Contact's Title		Authorized Contact Telephone: ()			
Email address:				Website address:			
List your firm's NAICS Codes here: Visit: www.naics.com for codes		1)		2)		3)	
List your firm's NIGP Codes here: Visit the vendor registration section of www.epurchasing.waynecounty.com for codes		1)		2)		3)	
Describe the products and services your firm is qualified to provide to Wayne County:							
For Recordkeeping Purposes Only – Please Check if applicable							
Minority ownership (at least 51%): ☐ Black ☐ Hispanic ☐ Asian ☐ Native American							
Female ownership (at least 51%): ☐ Yes ☐ No							

List ALL firms that apply separately for Wayne County FEP Compliance under this Tax ID Number:		
Name of firm	City	State
Wayne County Human Relations Use Only:		
PC3 #:	Award Date:	Amt:\$

SECTION 2: CURRENT EMPLOYEE STATISTICS INFORMATION

SEE NEXT PAGE FOR JOB CATEGORY DESCRIPTIONS

INSTRUCTIONS: LIST ALL CURRENT EMPLOYEES OF THE FIRM IN THE APPROPRIATE JOB CATEGORY
FEDERAL EEO-1 REPORTS - MAY BE SUBMITTED IN LIEU OF SECTION 2 ONLY.

(Please note: Caucasian females are to be counted in the female category only. They are not to be counted as minorities. Minority females are to be counted in both the minority AND female categories)

Company Name _____ Date _____

JOB CATEGORIES	WHITE		BLACK		HISPANIC		ASIAN		NATIVE AMER.		TOTALS	Minorities	Female
	M	F	M	F	M	F	M	F	M	F			
Male/Female													
Officials/ Administrators													
Professionals													
Technicians													
Sales													
Clerical													
Skilled Trade (Specify)													
Apprentices (Specify)													
Operatives													
Laborers													
Service Wrkrs.													
TOTALS													
Percent													

DESCRIPTION OF JOB CATEGORIES

A=OFFICIALS AND ADMINISTRATORS

Occupations requiring administrative personnel who set broad policies, exercise over-all responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. Includes: officials, executives, middle management, plant managers, department managers, superintendents, foremen who are members of management, and kindred workers.

P=PROFESSIONAL

Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes: accountants and auditors, airplane pilots and navigators, architects, artists, designers, dieticians, editors, engineers, lawyers, librarians, registered professional nurses, personnel and labor relations workers, physicians, social scientists, teacher, purchasing agents and buyers, physical and natural scientists, professional photographers, and kindred workers.

T=TECHNICIANS

Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through about two (2) years of post high school education, such as is offered in many technical institutes and junior colleges, or through equivalent on-the-job training. Includes: computer programmers and operators, draftsmen, licenses, practical or vocational nurses, surveyors, technical illustrators, technicians (medical, dental, electronic, physical sciences), movie projectionist, radio operators and kindred workers.

S=SALES

- A. Commissioned sales persons
- B. Over-the counter and telephone salespersons.

C=OFFICE AND CLERICAL

Includes all clerical-type work, regardless of level of difficulty, where the activities are predominantly non-manual though some manual work not directly involved with altering or transporting the products is included. Includes: bookkeepers, cashiers, collectors (bill and accounts), messengers, office machine operators, shipping and receiving clerk, stenographers, typists and secretaries, telephone operators and kindred workers.

SC=SKILLED CRAFTS

Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the process involved in their work, exercise considerable independent judgment and usually receive an extensive period of training. Includes: the building trades, hourly paid foremen and leadmen who are not members of management, mechanics and repairmen, skilled machining occupations, compositors and typesetters, engravers, job setters (metal), pattern and model makers, tailors, gardeners, weavers, welders, dressmakers, stationary, engineers, and kindred workers.

O=OPERATIVES (SEMI-SKILLED)

Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training. Include: blasters, chauffeurs, deliverymen and route men, dryers, furnace men, heaters (metal), laundry and dry cleaning operatives, milliners, mine operatives and laborers, motomen oilers and greasers (except auto), painters (except construction and maintenance), truck and tractor drivers, and kindred workers.

L=LABORERS (UNSKILLED)

Workers in manual occupations which generally require no special training. Perform elementary duties that may be learned in a few days and required the application of little or no independent judgment. Includes: garage laborers, car washers and greasers, grounds keepers, longshoremen and stevedores, lumbermen, raftsmen and wood choppers, laborers performing lifting, digging, mixing, loading and pulling operations, and kindred workers.

SW=SERVICE WORKERS

- A. Police and fire, barbers, etc.
- B. Cooks, waiters, waitresses, and kindred workers.
- C. Attendants (hospital, parking, etc.) elevator operators, guards, stewards, janitors, porters and kindred workers.

ETHNIC GROUPS

White-Caucasian

Black-Persons of African Ancestry

Hispanics-Persons of Spanish or Portuguese culture with origins in Mexico, South or Central America, Cuba, Puerto Rico, or the Caribbean Islands.

Asian-Persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands.

Native American-Persons having origins in any of the original peoples of North America or Alaskan Native

SECTION 3:

HIRES / TERMINATIONS / PROMOTIONS REPORT

HIRES

Total # of company hires within the last 12 months: _____	Total # of MINORITY hires within the last 12 months _____	Total # of FEMALE hires within the last 12 months _____
---	---	---

TERMINATIONS

Total # of company terminations within the last 12 months: _____	Total # of MINORITY terminations within the last 12 months _____	Total # of FEMALE terminations within the last 12 months: _____
--	--	---

PROMOTIONS

Total # of company promotions within the last 12 months: _____	Total # of MINORITY promotions within the last 12 months: _____	Total # of FEMALE promotions within the last 12 months: _____
--	---	---

SECTION 4:

COMMITMENT TO EXERCISE FAIR EMPLOYMENT PRACTICES

(Name of Firm) _____ agrees not to discriminate against any employee or applicant for employment, training, education or apprenticeship connected directly or indirectly with the performance of a Wayne County contract, with respect to his/her hire, promotion, job assignment, tenure, terms, conditions or privileges or employment because of religion, race, color, national origin, age, sex, height, weight, familial status, marital status, creed, or handicap.

On behalf of the firm (print name) _____ Title _____

Signature _____ Date: _____

SECTION 5:

GOOD FAITH COMMITMENT CONFIRMATION OF ACKNOWLEDGEMENT

****THIS SECTION APPLIES TO FEDERAL CONTRACT AWARD RECIPIENTS ONLY****

Review the following 16 steps relating to affirmative action and Federal Contracting. **After review, please sign the Confirmation of Acknowledgement at the end of this section.**

Listed below are the sixteen essential affirmative action steps recommended by the Office of Federal Contract Compliance and the Human Relations Division. These efforts must be documented. The Contractor shall take specific affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

1. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. For construction projects, the Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available and maintain a record of organization's responses.
3. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

****Keep This List for Your Records****

4. Provide immediate written notification to the Director Of Human Relations or The Office of Federal Contract Compliance, for federal projects, when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
5. For construction projects, develop on-the-job training opportunities and/or participate in training programs for the area which expressly includes minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under number two above.
6. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as supervisors, foremen, etc., prior to the initiation of construction work at any site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
8. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
9. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

****Keep This List for Your Records****

10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractors work force.
11. Validate all tests and other selection requirements where there is an obligation to do so under 41CFR Part 60-3.
12. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
13. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
14. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
15. For construction contractors, document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
16. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

WAYNE COUNTY HUMAN RELATIONS DIVISION
Wayne County Building
600 Randolph, 5th Floor
Detroit, MI 48226
Phone: (313) 224-5021/22 Fax: (313) 224-6932

****Keep This List for Your Records****

Good Faith Commitment
Confirmation of Acknowledgement
****This Form Applies to Federal Contract Award Recipients Only****

Dear Applicant,

If you are a recipient of a Wayne County contract that requires a good faith/affirmative action commitment as a condition of receiving the federal portion of the contract, this form applies to you.

Please review carefully the list of 16 good faith efforts/affirmative action steps. Please check each box corresponding with each effort indicating that you have reviewed each effort you are expected to adhere to. Sign below indicating that the firm will, where possible, adhere to, implement and keep documentation on all 16 good faith efforts.

Check after Review

I will adhere to and keep documentation on good faith effort	#1	☐
I will adhere to and keep documentation on good faith effort	#2	☐
I will adhere to and keep documentation on good faith effort	#3	☐
I will adhere to and keep documentation on good faith effort	#4	☐
I will adhere to and keep documentation on good faith effort	#5	☐
I will adhere to and keep documentation on good faith effort	#6	☐
I will adhere to and keep documentation on good faith effort	#7	☐
I will adhere to and keep documentation on good faith effort	#8	☐
I will adhere to and keep documentation on good faith effort	#9	☐
I will adhere to and keep documentation on good faith effort	#10	☐
I will adhere to and keep documentation on good faith effort	#11	☐
I will adhere to and keep documentation on good faith effort	#12	☐
I will adhere to and keep documentation on good faith effort	#13	☐
I will adhere to and keep documentation on good faith effort	#14	☐
I will adhere to and keep documentation on good faith effort	#15	☐
I will adhere to and keep documentation on good faith effort	#16	☐

For the Company:

I acknowledge that I have reviewed and understand the 16 good faith efforts/affirmative action steps provided by Wayne County Human Relations. We (the company) will keep all documentation relating to these efforts and will make them available upon request by the Wayne County Human Relations Division.

Name of Company _____

Print Name _____ Title _____

Signature _____ Date _____

**WAYNE COUNTY HUMAN RELATIONS DIVISION
FIRST TIER SUBCONTRACTOR DESIGNATION FORM**

To be completed by Prime Contractors for "First Tier" Subcontractors Only

This form Must be completed by all prime contractors receiving a contract of more than \$50,000 (supply/service) or more than \$100,000 (construction) from Wayne County regardless of the dollar amount at which the subcontractor participates. The prime contractor is responsible for ensuring that all first tier subcontractors obtain FEP Certification/Compliance.

****THIS PAGE MUST BE COMPLETED EVEN IF NO SUBCONTRACTORS WILL BE USED****

1. CONTRACT NUMBER: _____ (number on bid announcement)

2. CHECK ONE:

This is a: ☐ **SUPPLIES/SERVICES contract (over \$50,000? ☐ YES ☐ NO)**
OR
☐ **CONSTRUCTION contract (over \$100,000? ☐ YES ☐ NO)**

3. WILL SUBCONTRACTORS BE USED FOR THIS CONTRACT? (Check One)

☐ **YES** ☐ **NO**

(This page must be completed even if no subcontractors will be used)

Prime Company Name:		Fed Tax ID:	
Address:			
City:	County:	State:	Zip:
Phone: ()		Fax: ()	
Authorized Contact Person:		Email:	

I Declare that all of the information contained in this form is complete and accurate to the best of my knowledge.

Print Name _____ Title _____

Signature _____ Date _____

If you answered "YES" to subcontractors, complete the next page.

SUBCONTRACTOR LIST

(MAKE ADDITIONAL COPIES OF THIS PAGE TO LIST ADDITIONAL SUBCONTRACTORS)

Prime Contractor Name _____

Contract # _____

Subcontractor # _____

Company Name			Fed Tax ID:	
Address				
City:	County:	State	Zip	
Authorized contact:	Phone: ()	Fax: ()		
Subcontract Amount: \$ _____ % of Contract _____				
Work to be performed:				

Subcontractor # _____

Company Name			Fed Tax ID:	
Address				
City:	County:	State	Zip	
Authorized contact:	Phone: ()	Fax: ()		
Subcontract Amount: \$ _____ % of Contract _____				
Work to be performed:				

Subcontractor # _____

Company Name			Fed Tax ID:	
Address				
City:	County:	State	Zip	
Authorized contact:	Phone: ()	Fax: ()		
Subcontract Amount: \$ _____ % of Contract _____				
Work to be performed:				

Subcontractor # _____

Company Name			Fed Tax ID:	
Address				
City:	County:	State	Zip	
Authorized contact:	Phone: ()	Fax: ()		
Subcontract Amount: \$ _____ % of Contract _____				
Work to be performed:				

ETHICS IN CONTRACTING VENDOR FORM

**(DISCLOSURE OF RELATIONSHIPS WITH COUNTY CONTRACT MANAGERS BY
OWNERS AND OFFICERS OF BUSINESS SUBMITTING BID)**

- This form must be completed and returned by a person holding a key position in the business, such as, an officer, director, trustee, partner, senior engineer or sales manager and have influence in making this bid or response or in performing the contract if the County awards it to your business.
- Please fill out this form to the best of your knowledge and belief.
- Detach and make additional copies of this form if needed.
- If you are unsure about what to disclose, contact the Purchasing Division at (313) 224-5151.
- You are not required to question family members beyond what you already know of their affairs.
- See last page for definition of terms in bold print.
- Submit this form with your bid/proposal. A copy will be kept on file by the County Clerk and the Purchasing Director.
- If you fail to fully disclose the required information below, the County may terminate your contract if your business is awarded one.

1. Are you an immediate family member of a County employee?

_____ YES

Name: _____ Relationship: _____

Department: _____ Title: _____

_____ NO

2. Without any further inquiry, are you aware if your business has employed an immediate family member of a County employee within the previous twelve (12) months?

_____ YES

Name: _____

Department: _____ Title: _____

_____ NO

3. Without any further inquiry, are you aware if your business has discussed hiring an immediate family member of a contract manager within the past twelve (12) months?

_____ YES

Name of Contract Manager: _____

Department: _____ Title: _____

_____ NO

4. Do you and a contract manager each have a substantial financial interest in one or more of the same business ventures?

_____ YES

Name of Contract Manager: _____

Department: _____ Title: _____

_____ NO

CERTIFICATION

I certify that I have disclosed all information within my knowledge, which is required by this disclosure form.

Name (Please Print): _____

Signature: _____ Date: _____

Company Name: _____

Company Tax ID #: _____

DEFINITIONS

Contract Manager

An elected or appointed Wayne County official identified as having significant discretion over County contracts.

Immediate Family

Your spouse, children, parents, brothers and sisters.

Substantial Financial Interest

- Ownership of any interest or involvement in any relationship, which results in the receipt of \$500 or more per year. Exceptions: Market-rate from a financial institution; income from the ownership of less than \$10,000 of stocks and bonds traded on the national stock exchanges.
- Holding a key position in a business such as officer, director, trustee, partner or sales manager. Exceptions: Officers who serve without compensation on the boards of charitable organizations.