

THE CHARTER COUNTY OF WAYNE, MICHIGAN

REQUEST FOR QUALIFICATIONS FOR PROPERTY MAINTENANCE SERVICES

CONTROL NO. 37-09-062

Issue Date: Friday, January 16, 2009

Pre-Response Conference: Not Applicable

Pre-Response Question Deadline: Thursday, January 29, 2009 at 4:00 p.m. local time

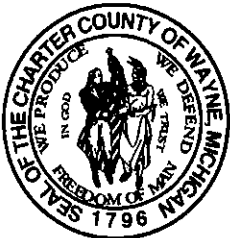
Response Deadline: **Thursday, February 12, 2009 at 4:00 p.m. local time**
Charter County of Wayne
Purchasing Division
600 Randolph, Room 146
Detroit, Michigan 48226

Purchasing Contact: Renee A. Marsh, CPPO, C.P.M.
Department Executive--Procurement
Phone: (313) 224-5151
Fax: (313) 224-5182
Email: rmarsh@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 to perform property maintenance services for Wayne County Corporation Counsel Nuisance Abatement Program.

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 via e-mail 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

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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 any time prior to the Response Deadline 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) **PRE-RESPONSE MEETING:** The date, time and location of the meeting, if any, are indicated on the cover page of this RFQ. **All Respondents are strongly encouraged to attend any scheduled meetings.**
- 5) **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.
- 6) **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.
- 7) **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.
- 8) **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.
- 9) **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.
- 10) **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.
- 11) **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.
- 12) **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.
- 13) **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.

- 14) **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.
- 15) **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' name from all bidder lists.
- 16) **CONTRACT NEGOTIATION:** All Responses must be firm for at least 120 days from the due date of the Response. 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. There is no contract until the County's policies have been fulfilled.
- 17) **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.
- 18) **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 RFP, the RFP shall be amended to incorporate such clarification or change. The Respondent shall reduce any substantial oral clarification of a Response to writing.
- 19) **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. Respondents must reasonably demonstrate that they have taken all the necessary steps to include participation from diverse suppliers.

If the Respondent's team is composed of a prime Consultant with Subcontractors, the Subcontractors must remain exclusive to the prime described in the Response until the end of the specific Response period and may not partner with more than one prime for the purposes of the responsive Response. The total exclusive time will be 120 days from the Response due date.

The Contract will not be assignable to any other business entity without the County's approval. Respondents are encouraged to consider a joint venture.

- 20) 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.

- 21) 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.
- 22) 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 AND SCOPE OF WORK

- 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 or for the purpose of establishing a list of qualified businesses to perform property maintenance services for Wayne County Corporation Counsel Nuisance Abatement Program.
- 2) **GENERAL INFORMATION:** The Nuisance Abatement Program is operated by the Office of the Wayne County Corporation Counsel. Wayne County has joined forces with the City of Detroit, Hamtramck, Highland Park, Westland, and other communities in Wayne County to tackle the problem of blighted and deteriorated commercial and residential properties. Working together with the community, Wayne County identifies nuisance properties. The Nuisance Abatement team follows up by going to the address and conducting an investigation. The property must be a blighting influence and abandoned. The investigators complete a Visual Inspection Form, which details the property's location, condition, and construction, and identifies any other activity on the property. A photo of the property is taken at this time. After determining ownership of the property through a title search and by investigating public records, the Nuisance Abatement Team files a nuisance abatement lawsuit against the last identifiable owner(s) seeking renovation or demolition of the property. If no one responds to the lawsuit or if a defendant unsuccessfully challenges the lawsuit, Wayne County asks the court for title to the property as a remedy to "abate the nuisance." Approximately 70% of all owners filed against enter into legal agreements with the County to rehabilitate their properties. As a last resort, Wayne County takes title to the property and sells it on the County's website, similar to an eBay auction. The property is sold "As is" and the purchaser is required by contract to redevelop the property within established time constraints. Purchasers are responsible for payment of outstanding city and county taxes, and water bills.
- 3) **MINIMUM QUALIFICATIONS:** Respondents (specifically, the business that will be contractually bound under the contract with the County) will be deemed non-responsible and rejected without any further evaluation if they do not meet the following mandatory qualifications:
 - a) The Respondent must have either:
 - worked on at least 3 comparable projects (as-needed assignments averaging 25 per year)
 - or
 - averaged at least 50 similar individual property maintenance services per year over the past three years.
 - b) Respondents must be independent of the County and of all County departments, divisions, and agencies.
 - c) Respondents must be free of any delinquent tax liability to the County of Wayne. (Any outstanding delinquent taxes must be paid prior to entering into a contract with the County.)

4) SCOPE OF SERVICES:

The County shall contact the property maintenance contractors when services are needed to secure nuisance properties seized by Wayne County Corporation Counsel. These houses are vacant and free of criminal activity before the property maintenance contractors are allowed on the premises to secure the structures. The following services are required by the property maintenance contractors:

1. Securing and re-securing of a structure consists of boarding up all windows on the first floor and any basement windows accessible from the outside; and securing all doors including locksmith services. The front door must be secured with a padlock.

2. The property maintenance contractors are to provide debris removal, lawn maintenance, and snow removal as needed.
 3. The property maintenance contractors must supply all tools and supplies necessary to complete this work including, but not limited to plywood, locks, nails, drills, padlocks (at least 2"), generators, shovels, lawn equipment, etc.
 4. Transportation of workers and materials is the responsibility of the property maintenance contractor.
 5. The County will establish the meet location for each day and notify the property maintenance contractor of the location.
 6. The property maintenance contractors must supply all tools and supplies necessary to complete this work including, but not limited to plywood, locks, nails, drills, padlocks (at least 2"), generators, shovels, lawn equipment, etc.
 7. The County will not pay the property maintenance contractor for overtime, holidays, or other premium charges or other benefits.
 8. Transportation of workers and materials is the responsibility of the property maintenance contractor. Days of the week or hours may change. The County will notify the property maintenance 24 hours in advance of any change(s). The same rate will apply.
- 5) **CONTRACT TERM:** The contract is for a term of three (3) years, with a two-year renewal option at the sole discretion of the County. It is anticipated that this contract will commence on February 1, 2009.
- 6) **FEES:** The County agrees to pay the following fees (inclusive of ALL labor, equipment and supplies):
- a. \$300.00 per house for securing and re-securing of a structure consisting of boarding up all windows on the first floor and any basement windows accessible from the outside; and securing all doors, including locksmith service. The front door must be secured with a padlock.
 - b. \$75.00 per house for debris removal.
 - c. \$30.00 per house for lawn maintenance.
 - d. \$30.00 per house for snow removal.
- 7) **CONTRACT AWARD AND WORK ASSIGNMENTS:** Once the list of qualified Respondents has been established, a blanket purchase order will be provided to each business on the list. As projects come up, they will be assigned by the County to one of the businesses on the list, with consideration given to distance and amount of work already performed.

SECTION 3 - EVALUATION CRITERIA AND SUBMITTAL REQUIREMENTS

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

Experience and Qualifications

- a) Each Response submitted in response to this RFP 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 Responses 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 Respondent and all first tier subcontractors must submit their certificates with the Response. (NOTE: Most federal and state funded projects will not include the application of geographic advantages such as the CBE and TGCE in accordance with funding requirements.) 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 RFP, fully completed:
 - 1) Response Form,
 - 2) Business Information Questionnaire Form,
 - 3) Ethics in Contracting Vendor Form,
 - 4) Living Wage Ordinance,
 - 5) Slavery Era Disclosure Form,
 - 6) Subcontractor Form,
 - 7) Fair Employment Practices (FEP) Form,
 - ii) Evidence showing that the Respondent meets each of the Minimum Qualifications listed in the Scope of Work of this RFP.

- iii) A complete response to each of the items in the next section, which are specific to the evaluation criteria.

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:

a) .Experience and Qualifications:

- (1) Describe how you meet or exceed the first minimum qualification in this document (describe each project and provide references – including company name, address, contact name and phone number)

The Respondent must have worked on at least 3 comparable projects.

- (2) Describe how you meet the second minimum qualification in this document:

Respondents must be independent of the County and of all County departments, divisions, and agencies.

- (3) Describe how you meet the third minimum qualification in this document:

Respondents must be free of any delinquent tax liability to the County of Wayne. (Any outstanding delinquent taxes must be paid prior to entering into a contract with the County.)

- (4) Describe the experience and qualifications of key personnel. Include detailed resumes.

- (5) Identify methods and procedures to be used to perform services described above.

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 RFP. 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) SHORTLISTING: The County may shortlist the Respondents based upon responses to the above items. If necessary, the County will conduct interviews/demonstrations. The County will notify each Respondent on the shortlist, 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 – TERMS AND CONDITIONS OF CONTRACT

- 1) **Assignment/Transfer:** Assignment or transfer of this contract without written consent of Wayne County may be construed by the County as a breach of contract sufficient to cancel this agreement at the discretion of the County.
- 2) **Inspection:** All goods and services shall be subject to inspection and approval by Purchaser at all reasonable times including inspection during manufacture. Inspection and approval by Purchaser at Seller's plant does not preclude rejection for defects upon discovery by subsequent inspection. Any goods and services rejected by Purchaser shall be promptly repaired or replaced at Seller's expense. Any and all costs incurred by Purchaser in connection with the return of goods rejected by Purchaser as defective shall be at Seller's risk and expense.
- 3) **Risk of Loss:** Regardless of FOB point, Seller agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery and acceptance; and such loss, injury or destruction shall not release Seller from any obligation hereunder.
- 4) **Warranty:** Seller warrants that it has good and merchantable title to the goods sold hereunder and that said goods shall conform to the descriptions and applicable specifications and samples. Such goods shall be of good merchantable quality and fit for the known purposes for which sold, and are free and clear of all liens and encumbrances. Seller and Purchaser agree that this order does not exclude, or in any way limit, other warranties provided for in this agreement or by law.
- 5) **Excise and Sales Tax:** The prices herein must not include any Federal excise taxes or sales taxes imposed by any State or Municipal Government. Such taxes, if included, must be deducted by the Seller when submitting invoice for payment.
- 6) **Invoices:** Invoices for Goods must be submitted on date of complete shipment. Invoices for Services must be submitted within 45 days after completion of Services. Payment will be delayed if the invoice fails to reference PO number, ordering department, unit prices, quantities, totals, and a full description of the order that matches the PO.
- 7) **IRS Form W-9:** Seller must have on file with the County an IRS Form W-9 before Purchaser will issue any payment to Seller.
- 8) **Compliance with Laws:** Seller represents and warrants that the performance of this order and the furnishing of goods or services required shall be in accordance with the applicable standards, provisions and stipulations of all pertinent Federal, State or County laws, rules, regulations, resolutions and ordinances including but not limited to the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations and the Occupational Safety and Health Acts.
- 9) **Amendments:** No amendment, modification or supplement to this contract shall be binding unless it is in writing and signed by authorized representatives of the parties.
- 10) **Termination:** When in the County's best interest, County may unilaterally cancel this agreement at any time, whether or not Seller is in default of any of its obligations hereunder. Under any such cancellation, Seller agrees to waive any claim for damages, including loss of anticipated profit on account hereof. However, the County agrees that Seller shall be paid for items and/or services already accepted by County, but in no event shall the County be liable for any loss of profits on the order or portion thereof so terminated. Either party may terminate this agreement at any time for the failure of the other to comply with any of its material terms and conditions.

- 11) **Waiver of Breach:** No waiver by either party of any breach of any of the covenants or conditions herein contained performed by the other party shall be construed as a waiver of any succeeding breach of this same or of any other covenant or condition.
- 12) **Complete Agreement:** The parties agree that the conditions of purchase stated herein and all statements on the reverse side hereof or attachments hereto set forth their entire agreement and there are no promises or understandings other than those stated herein, and that any prior negotiations between the Purchaser and Seller or terms and conditions of sales set forth in the Seller's quotation or order or sales acknowledgment shall not constitute a part of the agreement between the Purchaser and Seller concerning this purchase. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.
- 13) **Liability and Indemnity:** Contractor agrees to protect, defend, reimburse, indemnify and hold the County, its Commissioners, officers, affiliates, employees and agents harmless at all times from and against any and all claims, liabilities, expenses, losses, demands, damages, fines and causes of action of every kind and character made, incurred, sustained or initiated by any party hereto, any party acquiring any interest hereunder, any agent or employee of any party hereto, any third or other party whosoever, or any governmental agency, arising out of, incident to, or in connection with this contract, or in the performance, nonperformance or purported performance of the work or services or breach of the terms hereof, except when County is solely at fault.
- 14) **Insurance:** Contractor, at its own expense and in its own name, must provide and keep in force during the term of this Agreement, the following insurance coverages, provided by a company(s) licensed to conduct business in the State of Michigan, acceptable to County, with limits not less than indicated for the respective items or as otherwise agreed..
- a) **WORKER'S COMPENSATION AND OCCUPATIONAL DISEASE INSURANCE, INCLUDING** Employer's Liability Insurance, complying with the laws of the State in which the work is to be performed or elsewhere as may be required. Employer's Liability Insurance shall be provided with all limits that are not less than \$500,000.
 - b) **COMPREHENSIVE GENERAL LIABILITY INSURANCE,** including Contractual Liability and Products-Completed Operations Liability as well as coverage on all Contractor's equipment (other than motor vehicles licensed for highway use) owned, hired or used in performance of this contract with limits of not less than \$1,000,000 for Bodily Injury and Property Damage combined, for each occurrence and in the aggregate.
 - c) If performance of this contract requires use of motor vehicles licensed for highway use, Contractor shall also provide, **AUTOMOBILE LIABILITY INSURANCE,** including Contractual Liability concerning all motor vehicles owned, hired or used in the performance of this contract, with limits of not less than \$1,000,000 for Bodily Injury & Property Damage combined, for each occurrence, and in the aggregate. Should County so request, Contractor shall supply certificates evidencing coverage of such insurance during the term of this contract listing County as an additional insured and providing 30 days advance notice of cancellation to County.
- 15) **Records:** The County reserves the right to inspect all vendor documents relating to this agreement for up to three (3) years after expiration.

SECTION 5 - REQUIRED FORMS

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

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 RFP 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 RFP, 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 RFP.

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:

Company Name

Address

City State Zip

Signature of Person Authorized to Sign

Printed Name

Title

Federal Tax ID

For clarification of this offer, contact:

Name: _____

Phone: _____

Fax: _____

Email: _____

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

Notary Signature: _____

My Commission Expires: _____

Affix Seal

BUSINESS INFORMATION QUESTIONNAIRE

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

NAME OF COMPANY _____

PRINCIPAL OFFICE ADDRESS _____

TELEPHONE NUMBER _____

FORM OF OWNERSHIP (Check One)

Corporation () LLC () Joint Venture ()

State of Incorporation/Registration _____ Date of
Incorporation/Registration _____

Partnership () If Partnership, select one of the following: Limited () or General ()

Individual ()

LIST OF PARTNERS, PRINCIPALS, CORPORATE OFFICERS OR OWNERS

Name	Title
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

LIST OF CORPORATE DIRECTORS

Principal Business Affiliation

Name	Other Than Respondent Directorship
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

ADDITIONAL INFORMATION REQUIRED BY THE COUNTY

LIST OF PRINCIPAL STOCKHOLDERS (i.e., those holding 5% or more of the outstanding stock)

<u>Name</u>	<u>Address</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

FINANCIAL DISCLOSURE/CONFLICTS OF INTEREST: 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.

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)

ETHICS IN CONTRACTING VENDOR FORM
(DISCLOSURE OF RELATIONSHIPS WITH COUNTY CONTRACT MANAGERS BY
OWNERS AND OFFICERS OF BUSINESS SUBMITTING QUOTE)

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

- This form must be completed 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.
- Submit this form with your quote/bid/proposal. A copy will be kept on file by the County Clerk & 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 ☐ NO

If Yes: Name: _____ Relationship: _____
 Department: _____ Title: _____

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 ☐ NO

If Yes: Name: _____
 Department: _____ Title: _____

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 ☐ NO

If Yes: Name of Contract Manager: _____
 Department: _____ Title: _____

4. Do you and a contract manager each have a substantial financial interest in one or more of the same business ventures? ☐ YES ☐ NO

If Yes: Name of Contract Manager: _____
 Department: _____ Title: _____

ETHICS 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 #: _____

ETHICS 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.

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,
- Subcontractor Form,
- Fair Employment Practices (FEP) Form or a current FEP certificate,

17-Page Form Packet Follows

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 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

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.

Sincerely,

Division of Human Relations

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

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

1

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:			

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, motormen 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 complied 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 _____